



TOWN COUNCIL WORK SESSION

Monday, July 6, 2015 @ 7:00pm
Front Royal Administration Building

Town/Staff Related Issues:

1. Interviews for Engineering Services for Criser Road Bridge
 - A. AMT Consulting Engineers (A. Morton Thomas & Associates, Inc.)
 - B. Mattern & Craig Engineers/Surveyors
2. Electric System Coordination and Ten-year System Study - Southeastern Consulting
3. Electric Vehicle (EV) DC Fast Charger –*Director of Energy Services*
4. AMP Solar Phase II Project – *Director of Energy Services*
5. Renovations for Offices and Warehouse for Energy Services Facility– *Director of Energy Services*
6. Main Street Canopy Lighting Project – *Department of Energy Services*

Council/Mayor Related Items

7. Comcast Channel 15 Elimination – *Vice Mayor Tharpe*
8. Council Discussion/Goals (*time permitting*)

1



Town of Front Royal, Virginia Work Session Agenda Form

Date: July 6, 2015

Agenda Item: Criser Road Bridge RFP Engineering Firm Candidates Interviews

Summary: The Department of Environmental Services (DES) completed reviews of the proposals submitted for the Criser Road Bridge Engineering Design Services. Each submittal was scored following certain criteria and the top two highest firms were recommended for Council to interview: AMT and Mattern and Craig.

Council Discussion: Council is requested to discuss the proposals with each attending firms' representatives and to ask any additional question regarding this project.

Staff Evaluation: DES sent out a RFP for Engineering Services of the Criser Road Bridge and had a total of four firms submit proposals. DES composed a panel to review the submittals and score on the following criteria: Responsiveness, Responsibility, Financial Responsibility, Experience, Capability and Skill, Qualifications, Methodology, Workload and the firm's location. Reference checks were completed on the highest scoring top two firms that were short-listed.

Budget/Funding: Funding to be determined by the Town Manager and Finance Director. Revenue Sharing with VDOT was approved by Town Council in October 2014 and through VDOT approval in June 2015.

Legal Evaluation: The Town Attorney will be able to address any legal questions or concerns

Staff Recommendations: Staff recommends Council to review and discuss which firm would best meet the needs of the Town.

Town Manager Recommendation: Town Manager will be available.

Council Recommendation:

- Additional Work Session
 - Regular Meeting
 - No Action
- Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session



Town of Front Royal
Department of Environmental Services

MEMORANDUM

TO: The Honorable Timothy Darr, Mayor and Members of Town Council

FROM: Jimmy Hannigan, Director of Environmental Services

DATE: June 10, 2015

RE: Criser Road Bridge RFP Engineering Firm Selection

The Department of Environmental Services (DES) composed a panel to complete reviews of the proposals submitted for the Criser Road Bridge Engineering Design Services. The panel consisted of the DES Director, Jimmy Hannigan; DES Manager, Terry Lewis; Streets Supervisor, Steve Scheulen; and Senior Administrative Assistant, Monica Dodson. The panel reviewed each submittal and scored the firms according to the following criteria: Responsiveness (15 pts), Responsibility (15 pts), Financial Responsibility (10 pts), Experience (15 pts), Capability and Skill (10 pts), Qualifications (10 pts), Methodology (5 pts), Workload (10 pts), and Location (5 pts). Each firm could score up to a total of 95 points. There were a total of four engineering firms that submitted proposals.

The following table depicts the engineering firm's name, points scored, and average score to rank from the highest (most desirable choice) to the lowest.

| Firm Name | Total Points Scored | Total Average |
|-----------------|---------------------|---------------|
| AMT | 95 | 88 |
| | 90 | |
| | 84 | |
| | 84 | |
| Mattern & Craig | 85 | 84 |
| | 86 | |
| | 83 | |
| | 84 | |
| Volkert | 66 | 75 |
| | 67 | |
| | 82 | |
| | 84 | |
| Rinker Design | 53 | 66 |
| | 58 | |
| | 76 | |
| | 78 | |

1. AMT Consulting Engineers (A. Morton Thomas and Associates, Inc)
2. Mattern & Craig Engineers/Surveyors
3. Volkert, Inc.
4. Rinker Design Associates, P.C.

Reference checks were completed for both firms short listed. References were asked the following questions:

- Were they satisfied with the quality and timeliness of the work?
- Was the engineering firm knowledgeable about the funding program and the requirements pursued?
- Was the engineering firm willing and able to work closely with staff and the community?
- Were the costs and charges reasonable in relation to the work actually performed?
- Did the engineering firm have other projects scheduled that caused time delays?
- Did the engineering firm assist with funding sources? Were applications successful?
- Did the engineering firm have the ability to address all permit requirements and work with all necessary Local, State, and Federal agencies?

Mattern & Craig received higher reviews than AMT from the references checks. As the two highest ranking firms are AMT and Mattern & Craig, the panel recommends it would be in the Town's best interest for the Town Council to interview these two candidates for the Criser Road Bridge Project.

If you have any further questions or comments regarding this information, please call the office at 635-7819 or e-mail jhannigan@frontroyalva.com.

Thank you.

2



Town of Front Royal, Virginia Work Session Agenda Form

Date: July 6, 2015

Agenda Item: Electric System Coordination and Ten-year System Study

Summary: A system study is required to plan for future growth and growth that has occurred since the last system study in 2007. The study will evaluate system coordination, guidelines for overcurrent protection, system expansion plans along with cost estimates for the proposed expansion facilities over the study period.

Council Discussion:

Staff Evaluation: Staff requested a cost proposal of services from our engineering firm on contract, which is Southeastern Engineering. Staff reviewed proposal and negotiated a price of \$45,000 to perform the coordination and system study.

Budget/Funding: The project was approved in the FY14-15 year and funds have been encumbered.

Legal Evaluation:

Staff Recommendations: Staff recommends the approval of the contract with Southeastern Engineering to perform the system study. The study will allow the Town to plan for future growth in the Happy Creek Area along with the development of the AVTEX site. This study will also be used as a critical component in the cost of service study to determine our utility rates in the future.

Town Manager Recommendation:

Council Recommendation:

Additional Work Session Regular Meeting No Action
Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session

STATE OF VIRGINIA,
COUNTY OF WARREN

CONTRACT FOR ENGINEERING SERVICES
CONTRACT NO. _____

THIS CONTRACT made effective this the _____ day of _____, 2015, by and between the **TOWN OF FRONT ROYAL, VIRGINIA** hereinafter referred to as the "Town", and **SOUTHEASTERN CONSULTING ENGINEERS, INC.** of Charlotte, North Carolina, hereinafter referred to as the "Engineer".

WITNESSETH:

WHEREAS, Town wishes to have prepared an electric system coordination study and ten year system study;

WHEREAS, Engineer has the expertise to prepare such plans, specifications and documents; and

WHEREAS, the Town desires to obtain the services of Engineer for such purposes;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I - SCOPE OF SERVICE FOR ELECTRIC SYSTEM
COORDINATION STUDY AND TEN YEAR SYSTEM STUDY**

A. System Maps

The study will require the use of up-to-date system maps. The Town plans to provide updated map information. System loading records for each substation and circuit will also be furnished by Town.

Using the system information discussed above, we propose to provide the following services:

B. Create a SynerGEE Electric Model

1. Create a SynerGEE electric model using the Town's updated system maps.

C. System Coordination Study

1. Run Fault Analysis for all circuits using SynerGEE Electric software.
2. Recommend sectionalizing equipment as needed. (i.e. reclosers)
3. Recommend substation equipment upgrades. (i.e. circuit breakers and relays)

4. Analyze existing relay settings for coordination with the Town's standard fuse sizes and reclosers.
5. Preparation of a recommended standard operating procedure for fusing:
 - a. Overhead Circuits
 - b. Underground Circuits
 - c. Transformers (overhead and padmounts)
 - d. Switchgear

D. Ten Year Load Analysis

1. Projection of system load growth over the next ten years based on present loading and growth patterns.
2. Analysis of the existing electric system including:
 - a. Delivery Stations.
 - b. Substation Transformer Loads.
 - c. Voltage Drop.
 - d. Conductor Loading.
 - e. Per Phase Load Balancing.
 - f. Power Factor Review/Capacitor Placement.
3. Preparation of a system expansion plan for servicing the projected system loads. Recommend additional facilities as necessary.
 - a. Substations.
 - b. Delivery Stations.
 - c. Distribution Tie Lines.

E. Deliverables

This proposal includes the preparation and presentation of three durably bound copies of the report. The report will present the findings of the system coordination study, a guideline for overcurrent protective device coordination, system expansion plan, and cost estimates for the proposed expansion facilities over the study period. The report will be reviewed in detail with the Town's personnel at their convenience.

ARTICLE II - TIME OF COMPLETION.

The Engineer shall complete Items B through E within one hundred twenty (120) days of the completion of System Maps.

ARTICLE III - COMPENSATION.

The Town shall pay the Engineer for services outlined in the preceding Article I under Items B through E, the lump sum amount of Forty-Five Thousand Dollars (\$45,000.00).

Additional engineering support outside of the scope identified herein is available in accordance with the attached schedule of per-diem rates for the work performed. These services will be provided only at the request of the Town.

The Engineer shall submit monthly invoices commensurate with the progress of the engineering services described in Article I. Engineer's invoices for per-diem charges will include itemized details of work performed, dates, and personnel. The Town agrees to make payment within thirty (30) days after receipt of the Engineer's invoice.

ARTICLE IV - GENERAL OBLIGATIONS OF THE ENGINEER.

The Engineer shall exercise the care, skill, and diligence customarily provided by a professional engineer in the performance of such Services for projects similar to the project contemplated hereunder. If any deficiencies are identified in the maps and study provided by the Engineer, the Engineer shall correct such deficiencies at no cost to the Town.

ARTICLE V - DEFAULT.

1. By written notice of default to the Engineer, the Town may terminate the whole or any part of this contract in any one or more of the following circumstances;

(a) If the Engineer fails to perform in a timely manner the services required hereunder within the time specified in the proposal or any extension in writing thereof; or

(b) If Engineer fails to perform any other provisions of this contract, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of thirty (30) days after receipt of notice from Town specifying such failure.

2. The rights and remedies of Town provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE VI - INDEPENDENT CONTRACTOR.

The Engineer undertakes the performance of this Contract as an independent contractor and shall be wholly responsible for the methods followed in the performance of the Services. The Engineer shall work closely with the Town in performing Services under this Contract.

ARTICLE VII - COMPLIANCE WITH LAWS.

The Engineer will comply with all applicable regulatory requirements including federal, state, and local laws, rules and regulations, codes, criteria, and standards.

The engineer will comply with the provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. The engineer hereby agrees to indemnify the Town from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the engineer, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

ARTICLE VIII - INSURANCE.

During the performance of the Services under this Contract, the Engineer, for the protection of the Town, shall maintain the following insurance.

(1) Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate.

(2) Worker's Compensation Insurance in accordance with statutory requirements and Employers Liability Insurance with limits of not less than \$500,000 for each accident.

(3) Automobile Insurance with bodily injury and property damage of \$500,000 inclusive.

(4) Excess Liability Insurance with limits not less than \$1,000,000 in excess of the underlying coverages in paragraphs (1), (2), and (3) above.

(5) Professional Liability Insurance including completed Operations and Pollution Liability coverages of not less than \$3,000,000 for all claims during the term of the policy.

(6) The following conditions will be in effect during the term of this Contract:

- a. The Town, its officials, and employees to be named on all liability policies described above as Additional Insureds as respects: (a) activities performed for the Town by or on behalf of the Engineer, (b) products and complete operations of the Engineer, and (c) premises owned, leased or used by the Engineer.

- b. The Insurance Carrier shall list the Town as a Certificate Holder and shall mail to the Town 30 days written notice of cancellation or reduction of coverage or limits on any of the above described policies.

ARTICLE IX - INDEMNIFICATION

(1) Professional Liability. Engineer agrees to indemnify, defend and hold harmless Town, and its officers, agents and employees from and against any and all damages, losses, liabilities, fines, penalties and costs, or expenses (including attorneys' fees) where liability in the performance of the services under this Agreement is caused by the negligent error, act or omission of Engineer or any person or organization for whom Engineer is legally liable.

(2) Other Liability. In addition to Subarticle IX (1), Professional Liability, Engineer agrees to indemnify, defend and hold harmless Town, and its officers, agents and employees from and against any and all damages, losses, liabilities, fines, penalties and costs, or expenses (including attorneys' fees) because of death, bodily injury or property damage caused by the negligent act, error or omission of the Engineer or any person or organization for whom the Engineer is legally liable related to the performance of the services under this Agreement by the Engineer.

ARTICLE X - LIMITATION OF LIABILITY - ENGINEERS OMISSIONS & ERRORS

To the fullest extent permitted by law, the total liability, in the aggregate, of engineer and engineer's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Town and anyone claiming by, through or under Town, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to engineer's services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Engineer or Engineer's Officers, Directors, Employees, Agents or Independent Professional Associates or Consultants, or any of them shall be limited to Engineer's insurance coverage including only amounts in effect during the term of this Agreement. Professional Liability insurance coverage at the time of execution of this agreement is \$3,000,000. Commercial Umbrella Policy coverage for General Liability in excess of underlying coverages at the time of execution of this Agreement is \$2,000,000. The Engineer warrants that coverages of no less than these amounts will be maintained during the term of the subject project and for a period of three years following completion of the project.

ARTICLE XI - TOWN'S RESPONSIBILITIES.

The Town shall supply to the Engineer, either directly or indirectly from others, all available information and data which is required by the Engineer. The Town will be responsible for the following:

- (1) Approve all procedures established to govern the relationships among the Town, the Engineer, and third parties.
- (2) Make final planning decisions utilizing information supplied by the Engineer.
- (3) Provide designated personnel to represent the Town in matters involving the Engineer.
- (4) Provide general assistance in the conduct of the investigations required of Engineer in order to perform this Agreement.

ARTICLE XII - OWNERSHIP OF DOCUMENTS.

Reports, summaries, plans, and other documents arising out of this Agreement shall be made available and supplied to the Town for their use.

Original notes, calculations and investigative information, and copies of other documents shall remain in the files of the Engineer.

ARTICLE XIII - TERMINATION OF CONTRACT.

The Town shall have the right to terminate this Contract upon written notice to the Engineer pursuant to Article V, and the Engineer shall terminate performance of Services on a schedule acceptable to the Town subject to the provisions of Article III of this Agreement. In the event of termination, the Town shall pay the Engineer for only the Services actually performed and accepted by the Town.

ARTICLE XIV - ASSIGNMENT.

This Agreement shall not be assigned in whole or part except as may be approved in writing by the Town.

ARTICLE XV - INTERPRETATION.

This Agreement shall be deemed to have been made in the Commonwealth of Virginia, and its validity, construction and effect shall be governed by the laws of the Commonwealth of Virginia.

ARTICLE XVI - WAIVER.

Failure or delay on the part of the Engineer or Town to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver on any other default or of the same type default on a future occasion.

ARTICLE XVII - NOTICES.

Any notice under this Agreement must be in writing and must be sent by certified mail to the last known address of the party to whom the notice is to be given, as designated by such party in writing. Engineer hereby designates its address as P. O. Box 240436, Charlotte, North Carolina 28224. Town hereby designates its address as P. O. Box 1560, Front Royal, Virginia 22630. Any notice or demand shall be deemed to have been given or made at the time it has been deposited in the United States Post Office. Engineer or Town from time to time may designate other addresses for this purpose by written notice to the other party.

ARTICLE XVIII - AMENDMENT.

No revision to this Contract shall be valid unless made in writing and signed by an officer of Engineer and an authorized official of the Town.

ARTICLE XIX - PRIOR NEGOTIATIONS.

This Agreement, with exhibits and all instruments and documents incorporated herein by reference, constitutes the entire agreement of the parties hereto and supersedes all prior offers, negotiations and agreements.

ARTICLE XX - COUNTERPARTS.

This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Company and the Town have caused their respective names to be subscribed here, all on the date set forth below.

TOWN OF FRONT ROYAL
FRONT ROYAL, VIRGINIA

SOUTHEASTERN CONSULTING
ENGINEERS, INC.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



Southeastern Consulting Engineers, Inc.

Schedule of Rates for Engineering Services

Effective July Billing 2015

| <u>Name</u> | <u>Title</u> | <u>Hourly Rate</u> |
|-----------------------|---------------------------|--------------------|
| M. C. Dougherty, P.E. | Principal Design Engineer | \$152.00 |
| A. J. Molnar, P.E. | Principal Design Engineer | 142.00 |
| J. L. Ford, Jr., P.E. | Design Engineer | 120.00 |
| J. R. Furr, P.E. | Design Engineer | 116.00 |
| D. A. Nichols, P.E. | Design Engineer | 104.00 |
| M.J. Podbesek, P.E. | Design Engineer | 96.00 |
| K.J. Smorgala, E.I. | Associate Engineer | 85.00 |
| M.S. McCoy | Associate Engineer | 81.00 |
| | Co-op Engineer | 61.00 |
| E. K. Nivens | CAD Technician | 74.00 |
| L. R. Cloud | Office Manager | 71.00 |
| A. Howard | Accountant | 64.00 |
| | CAD Workstation | 10.00 |

NOTES:

1. An amount equal to 7% of the billed hourly charges will be billed for in house office expenses incurred in the performance of project related services to include photocopying, mailing costs, computer software and other miscellaneous office supplies.
2. Transportation, subsistence, lodging, printing and associated expenses will be added at cost. Mileage will be billed at the current standard IRS rate.
3. Charges for specialized consultants and equipment will be billed at cost.
4. The preceding schedule of rates is subject to annual review and adjustment.
5. Invoices are billed monthly. Terms of payment is net 10 days.

3



Town of Front Royal, Virginia Work Session Agenda Form

Date: July 6, 2015

Agenda Item: Electric Vehicle (EV) DC Fast Charger

Summary: Staff had been evaluating EV chargers for possible use in the Gazebo area when we became aware of a program offered through Virginia Clean Cities (VCC) to offer localities an EV charger at no cost. In partnership with ChargeUp, VCC is pursuing host sites in Virginia for the installation of EV chargers to address transportation needs for the exponential growth in electric vehicles. They have recently installed chargers in Staunton, New Kent County and Williamsburg totaling 21 systems deployed since the program started.

Council Discussion:

Staff Evaluation: Staff requested additional information from VCC and the following are details of the program:

1. The EV charging equipment is provided to the host site at no cost (value of \$40,000)
2. The locality is responsible for all installation costs
3. The locality is responsible for the third party payment vendor (license fee of \$2,500 & subscription fee of \$600 for four (4) years)

Budget/Funding: The project is currently not funded

Legal Evaluation: Currently under review

Staff Recommendations: There is a growing demand for fast and convenient charging infrastructure near retail and cultural destinations for electric vehicles. The VCC charger deployment program will allow the Town of Front Royal to offer this service to our citizens and visitors while visiting the Downtown area with minimal cost to the Town. Staff recommends pursuing this opportunity.

Town Manager Recommendation:

Council Recommendation:

- Additional Work Session
 Regular Meeting
 No Action
 Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session

NISSAN NORTH AMERICA
EV ADVANTAGE PROGRAM

TOWN OF
FRONT ROYAL
DCFC PROJECT

NOTICE TO PROCEED

414 East Main Street, Front Royal VA 22630

12 June, 2015

 Moretzconsulting

CONFIDENTIAL

Scott Moretz, PMP
Owner
Moretz Consulting
557 Fox Trot
Clayton, GA 30525



Friday 12 June, 2015

Joseph Waltz
Director of Energy Resources
Town of Front Royal, Virginia

Dear Joseph,

This documents serves as the Notice to Proceed to be executed by the Town of Front Royal (COMPANY), as of the Effective Date of 12 June, 2015 for the Town of Front Royal DCFC Project. With the execution of this document by The Town of Front Royal, Moretz Consulting will start the equipment acquisition process with Nissan North America (SELLER) in accordance with the EV Advantage Program.

Project Scope Statement: The Town of Front Royal has qualified for all equipment incentives proposed under the Nissan EV Advantage Program to include the receipt and installation of one (1) *Signet FC50K-CC DCFC (208 3 Phase – 200 AMP)*.

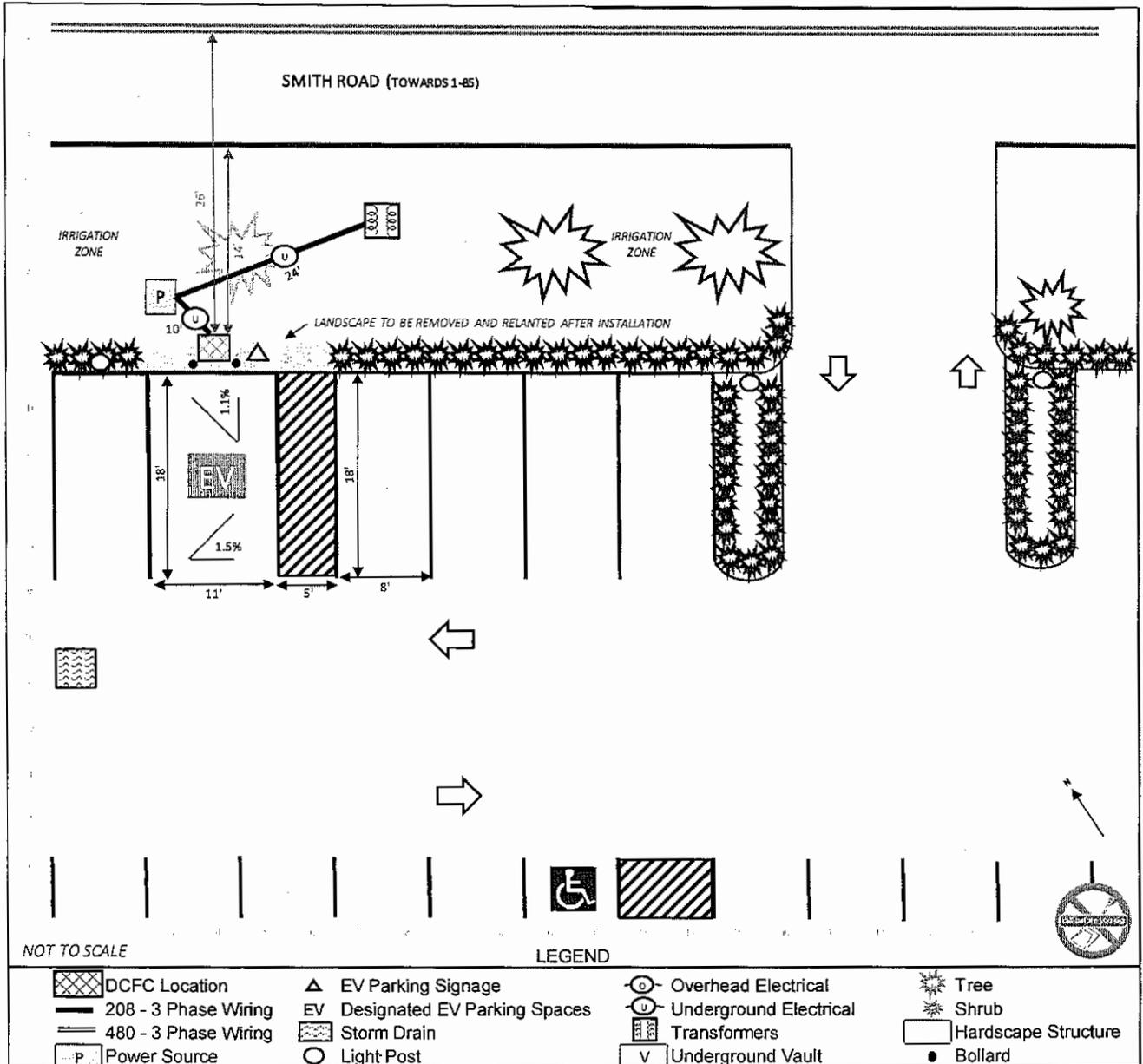
Project Location:



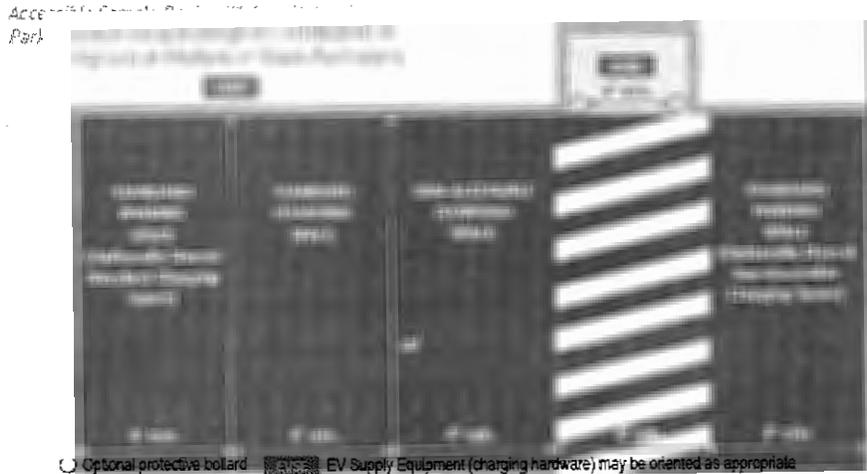
* Installation of the 50kW – 208 3 Phase DCFC at the 414 East Main Street site will be completed by the Town of Front Royal. A Final Site plan will need to be presented to Moretz Consulting for review prior to installation. This Site Plan will outline the proposed DCFC location, Power Source, all storm drains in the vicinity of the DCFC location and any other hardscape items the will need to be removed or installed as part of the Town of Front Royal DCFC Installation Project. An example Site Assessment is provided on Page 3.

Site Plan: Below is an example Site Plan for your use. Given the level of financial commitment by Nissan North America to provide this equipment to the Town of Front Royal, it is only reasonable practice to review this final site layout prior to installation. Upon receipt of the Final Site Plan, Moretz Consulting will review and approve for installation. A field drawing (hand drawn) with correct markings and identification will suffice.

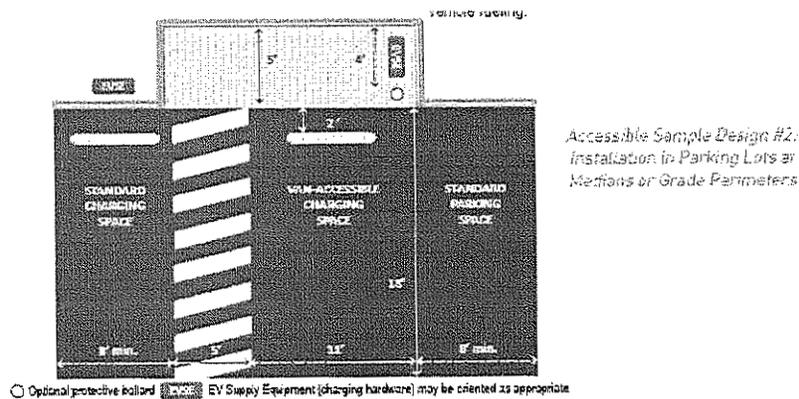
EXAMPLE SITE PLAN



DCFC Placement and Parking Space Examples: Provided below are examples of DCFC placement and parking space striping for your use. While there are no set standards for marking the spaces, it is encouraged to account for ADA compliance when installing. As part of this NTP, Moretz Consulting will assist in the placement of the DCFC if requested. The DCFC is shipped with a template to be used by Site Host for pad design and DCFC connection via anchor bolts.

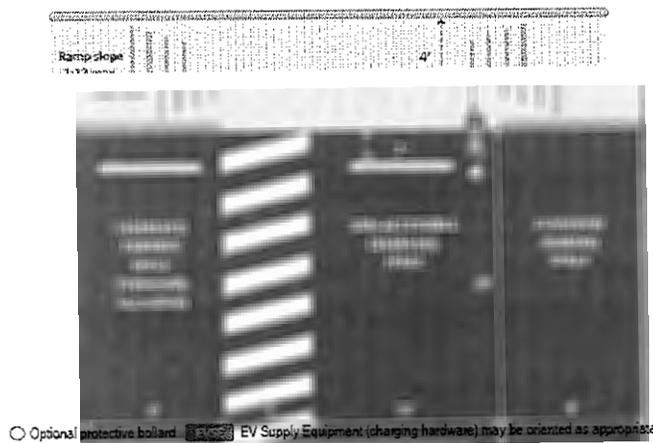


NCPEV Task Force Electric Vehicle Planning Toolbox, Version 2.0 (November 2014), PG 2.



NCPEV Task Force Electric Vehicle Planning Toolbox, Version 2.0 (November 2014), PG 3.

Accessible Sample Design #3: Installation in Parking Lots at Sidewalk Boundaries



NCPEV Task Force Electric Vehicle Planning Toolbox, Version 2.0 (November 2014), PG 4.

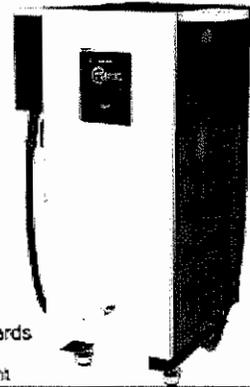


SIGNET SYSTEMS INC.

Electric Vehicle Charging Infrastructure Solutions

DC Fast Chargers

Multi-standard 50kW fast charger -for both CHAdeMO & SAE Combo standards



*ADA Compliant

| | | | |
|------------------------------|--------------------------------------|---|------------------------------|
| Type | | CHAdeMO + SAE Combo | |
| Model | | FC50K-CC-S | |
| Mechanical Max. Size, Weight | | 680D*780.4W*1129H (mm) * ADA Compliant | |
| AC Input | Voltage | 3phase 4wire AC 380 ~ 480V (Standard) 3phase 3wire AC 208 ~ 280V (Optional) | |
| | Frequency | 50/60 Hz | |
| | Power Factor | over 0.95 | |
| | Amperage Requirement for 50kW output | 3phase 3wire 208V 154.39 A | 3phase 3wire 480V 66.90 A |
| DC Output | Max. Voltage | 500 Vdc | |
| | Max. Current | 125 Adc | |
| | Max. Power | 50 KW | |
| Operating Temperature | | -25°C to +40°C | |
| Protective Function | | Reverse polarity protection Short circuit protection Over temperature protection Over-voltage / Under-voltage protection Ground fault detection | |
| BMS Communication | | CAN2.0A/B [CHAdeMO] PLC [SAE Combo] | |
| Protocol | | CHAdeMO protocol Ver0.9 [CHAdeMO] SAE J1772 (IEC 15118) [SAE Combo] | |
| Cooling | | Cooling Fans | |
| Compliance and Safety | | CE, CHAdeMO, KS, cMETus (MET Listed to UL Standards) | |
| Display | LCD | 7 inch Touch Screen | |
| | LED | 3 Color LED lights - status indicator | |
| User Recognition | | RFID card | |
| Option | Billing | Credit card billing system | |
| | Communication | Data collection, Monitoring and Control (using CDMA or TCP/IP - depends on region) Compliant with Open Charge Point Protocol | |
| Connection | Input | 1KV50SQ/4C | |
| | Output | JEVS G105 [CHAdeMO] J1772 [SAE Combo] | |



Full DCFC Specification Sheet is located in Appendix A.
DCFC Installation Manual Located in Appendix D.

Greenlots Payment Management Software: To better serve Site Host participating in the Nissan EV Advantage Program, it is strongly requested that a Greenlots membership be purchased. This membership provides the Site Host with a number of services outlined below, of which the most important is **24/7 technical support**.

The Greenlots SKY Network Management Platform is a web-based EVSE management solution built on open standards. It allows site hosts to manage their charge stations from the web browser of any computer. SKY enables convenient and innovative features such as real-time EVSE status, charging data logging the ability to charge users a fee for charging their vehicles.

Credit card payments via smartphone app and RFID cards: The smartphone app (available on iOS and Android) allows the user to pay with any major credit card. Users may also look up the EVSE status before arriving at the station. The user just has to download the app on his smartphone, identify the EVSE via QR code or serial number and enter his credit card details to start a charge. No credit card is needed if there is no fee to use the EVSE. The SKY platform also supports RFID or transit card based access and payments using prepaid value. Through our smartphone app or our secure web portal, users are able to check and top-up their prepaid balance at any time.

Transaction and Charging Data Reporting: SKY records usage and meter data for every charging transaction on every EVSE. The data collected is as follows:

- Unique ID of the reporting EVSE (one ID per charging port)
- Unique transaction ID for each plug-in / unplug or charging session
- Unique ID for each user – either via RFID, from smartphone app or via credit card
- Start and end charge timestamps (1 minute resolution)
- Total kWh per charge session (up to 10Wh resolution)
- Total fee per charge session
- Historical log of all faults or errors

Flexible Pricing, Access Control and Remote Control: The operator is able to set different pricing for the EVSE based on a time of use (TOU) schedule for peak, mid-peak or off-peak hours, weekdays and weekends or based on the cost of electricity. Access may be restricted to certain groups of users or a group of user (e.g.: marketing team employees) may enjoy free charging while everyone else pays the standard fee and vice-versa. The operator may remotely start or stop a charge session, enable or disable the EVSE for use. Administrator level access can be created with full access to charge session reports and remote functions. Restricted operator access (view only) is also supported. In addition to the above, SKY calculates and present data such as average number of users per day, average duration of charging and comparison of daily usage trends. All data can be downloaded in a csv format. **See Appendix B for more information and Greenlots Service Agreement.**

| GREENLOTS NETWORKED DC FAST CHARGE STATION FOR NISSAN | | |
|---|--|-----------------|
| Greenlots SKY | | |
| • 24/7 Customer Care | • Verizon Mobile Connection | |
| • Flexible Price Engine | • On Line Commissioning | |
| • Downloadable Usage Reports | • Peak Usage Analysis | |
| • Real Time Status | • Remote Troubleshooting | |
| • Error Tracking | • 24/7 Driver Technical Support | |
| • OCPP Enabled | • Mobile App / RFID Payment Processing | |
| • Rate Structure Development | • Pro-active fault monitoring and alarm notification | |
| Nissan FY 2015 Preferred Network Pricing for DC Fast Charging | | |
| | 2 Year | 4 Year |
| ENTERPRISE LICENSE | \$400.00 | \$600.00 |
| Transaction Fees | | |
| Transaction Fees (includes Credit Card Processing) 5.0%, with a minimum of \$0.50 per transaction | | |
| * when charge station is set to free, no transaction fees are charged | | |

Project Budget:

| | | |
|---|--|---|
| Front Royal DCFC | |   Zero Emission |
| Project Number: 2015.02.01 Project Name: Front Royal DCFC Project Location: 414 East Main Street Front Royal, VA 22630 Project Owner: Town of Front Royal Project Owner Representative: Joseph Waltz Office Phone: 540.635.3027 Email: jwaltz@frontroyalva.com | | |

| | | | |
|-------------------------------------|------------------------------------|--------------------------------|--------------------|
| PROJECT AND SITE INFORMATION | | EQUIPMENT SPECIFICATION | |
| Project Status: Proposal | Proposal Type: Nissan EV Advantage | EQUIPMENT TYPE | MANUFACTURE |
| Market: Virginia | | DCFC - 208 3 PHASE | Signet |
| | | | QTY |
| | | | 1 |

| | | | | | | |
|--|-------------------------------|-------------------|----------------------|-----------------|-----------------|----------------------------------|
| PROJECT STAKEHOLDER INFORMATION | | | | | | |
| STAKEHOLDERS | TEAM MEMBER | NAME | ORGANIZATION | OFFICE # | MOBILE # | EMAIL ADDRESS |
| | Project Owner Representative: | Joseph Waltz | Town of Front Royal | 540.635.3027 | 0 | jwaltz@frontroyalva.com |
| | Program Manager: | Scott Moretz, PMP | Moretz Consulting | N/A | 678.936.5065 | scottmoretz@moretzconsulting.com |
| | Project Engineer: | Jason Hurst, PE | Columbia Engineering | 770.925.0357 | 770.330.5982 | jhurst@columbia-engineering.com |
| | Utility Representative: | Joseph Waltz | Town of Front Royal | 540.635.3027 | | jwaltz@frontroyalva.com |
| | Project Electrician: | TBD | Town of Front Royal | | | |
| | Nissan Representative: | Anthony Lambkin | Nissan North America | 615.725.0788 | | anthony.lambkin@nissan-usa.com |
| | Equipment Representative: | Jerry Reich | GPT | 937.546.6141 | 480.772.4227 | jreich@gptechnology.com |
| | Greenlots Representative: | Jennifer Miller | Greenlots | 415.254.2654 | | jennifer@greenlots.com |
| | Virginia Clean Cities | Matt Wade | VA Clean Cities | 540.246.8212 | 540.568.4051 | mwade@vacleancities.org |

| ITEM # | QTY | DESCRIPTION | EQUIPMENT TYPE | MANUFACTURE / FIRM | UNIT PRICE | COST |
|--|-----|---|------------------------|--------------------|-------------|----------|
| 1 | 1 | DC Fast Charger | DCFC - 208 3 PHASE | Signet | \$28,000.00 | \$0.00 |
| 2 | 1 | Dual Arm Combo Connector | n/a | Signet | \$5,000.00 | \$0.00 |
| 3 | 1 | Greenlots Software & Support Services ^ | OTHER | Greenlots | \$600.00 | \$600.00 |
| 4 | 1 | Greenlots Payment Program | OTHER | Greenlots | \$2,500.00 | \$0.00 |
| 5 | 1 | Project Initiation | n/a | Moretz Consulting | \$950.00 | \$0.00 |
| 6 | 1 | Project Planning | n/a | Moretz Consulting | \$390.00 | \$0.00 |
| 7 | 1 | Project Execution | n/a | Moretz Consulting | \$390.00 | \$0.00 |
| 8 | 1 | Project Controlling | n/a | Moretz Consulting | \$390.00 | \$0.00 |
| 9 | 1 | Project Close-Out / Admin | n/a | Moretz Consulting | \$380.00 | \$0.00 |
| ADDITIONAL EQUIPMENT AND SERVICES | | | | | | |
| 11 | | Site Preparation * | n/a | n/a | \$0.00 | \$0.00 |
| 12 | | Equipment Installation * | n/a | n/a | \$0.00 | \$0.00 |
| 13 | | Utility Installation Fee | n/a | n/a | \$0.00 | \$0.00 |
| 14 | | Utility Connection/Meter Fee | n/a | n/a | \$0.00 | \$0.00 |
| 15 | | Level II | LEVEL II - Wall Mount | n/a | \$0.00 | \$0.00 |
| 16 | | Level II | LEVEL II - Single Pole | n/a | \$0.00 | \$0.00 |
| 17 | | Level II | LEVEL II - Dual Pole | n/a | \$0.00 | \$0.00 |
| 18 | | Level II | Level II - Quad Pole | n/a | \$0.00 | \$0.00 |
| 19 | | Adaptors | Tesla CHADEMO Adaptor | Tesla | \$0.00 | \$0.00 |
| 20 | | Site Design - Bollard | Bollard | n/a | \$0.00 | \$0.00 |
| 21 | | Site Design - Curb Stop | Curb Stop | n/a | \$0.00 | \$0.00 |
| 22 | | Site Design - Signage | Parking Sign | n/a | \$0.00 | \$0.00 |
| 23 | | Site Design - Stripping / Paint | Parking Paint | n/a | \$0.00 | \$0.00 |

| | |
|---------------------|--------------------|
| Project Cost | \$38,600.00 |
|---------------------|--------------------|

| | |
|--|-----------------|
| Town of Front Royal Project Fee | \$600.00 |
|--|-----------------|

* The Town of Front Royal will complete all construction and installation of the DCFC at 414 East Main Street. Price for this installation is NOT included in this proposal.
 ^ Payment (\$600.00) will be due to Greenlots - Moretz Consulting will facilitate between both parties.

Payment Schedule:

| PAYMENT SCHEDULE | DATE | AMOUNT |
|--------------------------|--------------------------------------|------------|
| Initial Project Payment | Upon Execution of Proposal/Agreement | \$0.00 |
| Project Progress Billing | Upon Delivery of DCFC Equipment | \$0.00 |
| Final Payment | Due Upon Commissioning | \$600.00 * |

* Payment will be due to Greenlots - Moretz Consulting will facilitate between both parties.

Project Schedule:

| Front Royal DCFC | | | | | | |
|--|-------------------------------|-------------------|----------------------|--------------|----------------------------------|---|
| Project Number: 2015.02.01 Project Name: Front Royal DCFC Project Location: 414 East Main Street Front Royal, VA 22630 | | | | | |  |
| STAKEHOLDERS | TEAM MEMBER | NAME | ORGANIZATION | OFFICE # | MOBILE # | EMAIL ADDRESS |
| | Project Owner Representative: | Joseph Waltz | Town of Front Royal | 540.635.3027 | | jwaltz@frontroyalva.com |
| | Program Manager: | Scott Moretz, PMP | Moretz Consulting | N/A | 878.936.5065 | scottmoretz@moretzconsulting.com |
| | Project Engineer: | Jason Hurst, PE | Columbia Engineering | 770.925.0357 | 770.330.5982 | jhurst@columbia-engineering.com |
| | Utility Representative: | Joseph Waltz | Town of Front Royal | 540.635.3027 | | jwaltz@frontroyalva.com |
| | Project Electrician: | TBD | Town of Front Royal | | | |
| | Nissan Representative: | Anthony Lambkin | Nissan North America | 615.725.0788 | | anthony.lambkin@nissan-usa.com |
| | Equipment Representative: | Jery Reich | GPT | 937.546.6141 | 480.772.4227 | jreich@gptechnology.com |
| | Equipment Representative: | Jennifer Miller | Greenlots | 415.254.2654 | | jennifer@greenlots.com |
| | Virginia Clean Cities | Matt Wade | VA Clean Cities | 540.248.8212 | 540.568.4051 | mwade@vacleancities.org |
| PROJECT SCHEDULE | | | | | | |
| PROJECT SCHEDULE | PHASE | START | END | DURATION | LEAD | COORDINATING INSTRUCTIONS |
| | SITE VISIT | N/A | N/A | 0 Days | N/A | N/A |
| | SITE EVALUATION | 5/21/15 | 5/21/15 | 1 Day | Moretz | Project Evaluation with Nissan |
| | INITIAL UTILITY COORDINATION | 5/21/15 | 5/21/15 | 1 Day | Waltz | Initial Utility Coordination |
| | NISSAN APPROVAL | 5/22/15 | 5/22/15 | 1 Day | Lambkin | Site Approved by Nissan |
| | CLIENT SCOPE REVIEW | 6/12/15 | 7/30/15 | 49 Days | Waltz | Project Scope Review and Approval |
| | NOTICE TO PROCEED ISSUED | 7/31/15 | 7/31/15 | 1 Day | Waltz | OFFICIAL PROJECT START |
| | EQUIPMENT ACQUISITION | 7/31/15 | 7/31/15 | 1 Day | Moretz | MORETZ CONSULTING to Acquire all Equipment |
| | FINAL UTILITY COORDINATION | 8/3/15 | 8/3/15 | 1 Day | Moretz | Final Coordination with Utility Provider |
| | UTILITY CONSTRUCTION | 8/10/15 | 8/14/15 | 5 Days | TBD | Utility Construction / Meter Installation |
| | PERMITTING | 8/4/15 | 8/7/15 | 4 Days | TBD | Required Permitting - COPY TO MORETZ CONSULTING |
| | SITE PREPERATION | 8/10/15 | 8/14/15 | 5 Days | TBD | Site Preparation for EV Charging Equipment |
| | EQUIPMENT ARRIVAL | 8/17/15 | 8/17/15 | 1 Day | Moretz | Arrival of DCFC |
| | EQUIPMENT INSTALLATION | 8/18/15 | 8/19/15 | 2 Days | TBD | EV Charging Equipment Installation |
| | FINAL INSPECTION | 8/20/15 | 8/20/15 | 1 Day | TBD | Final Inspection by MORETZ CONSULTING |
| | AS BUILTS | 8/20/15 | 8/20/15 | 1 Day | TBD | As Built Documentation by MORETZ CONSULTING |
| | COMMISSIONING | 8/21/15 | 8/21/15 | 1 Day | Moretz | Commissioning and Testing of Equipment |
| | PARKING SPACES MARKED | 8/24/15 | 8/25/15 | 2 Days | Waltz | Signage and Site Registration |
| SIGNAGE INSTALLED | 8/10/15 | 8/10/15 | 1 Day | Wade | Signage and Site Registration | |
| PRESS RELEASES | 8/28/15 | 8/28/15 | 1 Day | Wade | Press Release and Ribbon Cutting | |
| RED TEXT = ACTION REQUIRED COMPLETE IN PROGRESS PENDING URGENT | | | | | | |

Weekly Project Update Example is located in Appendix C.

Nissan EV Advantage Program Requirements: COMPANY acknowledges that Nissan makes no representations or warranties with respect to the Chargers pursuant to this Agreement. Nissan assumes no responsibility for COMPANY'S losses, liability, damages, costs or expenses arising directly or indirectly out of the manufacture, installation, maintenance or operation of the Chargers, including but not limited to, personal injury, property damage or economic damage directly or indirectly caused by the Chargers. OTHER THAN THE MANUFACTURERS WARRANTIES THAT MAY BE PROVIDED WITH A PURCHASE OF THE CHARGERS, COMPANY AGREES AND UNDERSTANDS THAT THERE ARE NO WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY shall receive all rights, titles and interest in the Chargers upon shipment. Further, consistent with a donation, Nissan shall have no obligations for the repair, maintenance, or for the replacement of parts or for providing engineering services, or any other obligations with respect to the Chargers. NISSAN will order the Chargers and pay for all shipping costs associated with the original delivery of the donation to the individual project location provided by COMPANY and approved by Nissan upon Nissan's receipt of a copy of a site permit for the installation of the Chargers.

Project Site Obligations: In accordance with the Nissan EV Advantage program, COMPANY is obligated to adhere to the following guidelines for the DCFC equipment.

Reliability: The COMPANY shall use its best efforts to ensure that the DCFC installed at 414 East Main Street will be activated and the DCFC can charge vehicles at all times for a minimum of 5 years and continuing thereafter until the DCFC is decommissioned by COMPANY in its sole and absolute discretion. Also, until the DCFC is decommissioned in accordance with the preceding sentence the COMPANY is responsible for ensuring that the installed DCFC at 414 East Main Street shall suffer no more than forty-eight (48) hours of inoperability in any calendar month nor more than eight hours of inoperability in each of more than two out of four consecutive months.

Accessibility: The Charger must be accessible by the general public at all times unless granted special permission by Nissan North America, Inc.

Reporting: After Commissioning, upon the request of Nissan or its designee, COMPANY shall provide a certified report describing the Chargers hours of operation during the period specified by Nissan. Data is available via the Greenlots software if that service is selected. If COMPANY chooses to decline Greenlots, reporting data can be directly downloaded from the DCFC in a csv format, if required.

Manufacture Warranty: All the equipment and parts proposed herein will be guaranteed by the SELLER against defects of materials and workmanship for a period of 12 months from the date of the installation. In no event shall SELLER be liable for any defects of PRODUCTS if they are arising out of any of the following causes: (i) Improper operation and/or maintenance by COMPANY;(ii) Operation outside the specifications or requirements provided by SELLER; (iii) Erosion or corrosion, not attributable to SELLER'S misspecification as to material; (iv) Normal wear and tear including consumption of consumables within a certain agreed probability; and/or (v) Repair or replacement by any parties not approved by SELLER."THE WARRANTIES AND GUARANTEES SET FORTH IN THIS CLAUSE IS EXCLUSIVE AS TO THE PRODUCTS AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY; INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."

Limitation of Liability: In no event shall the SELLER be liable to the Purchaser, whether based in contract, tort (including negligence and strict liability) or otherwise, for any special, indirect, incidental, or consequential loss or damage including, without limitation, damage to or loss of property or equipment, loss of profits or revenue. In no event shall the SELLER'S overall liability exceed that of 100% of the Contract Price.

Project Acceptance: Per the requirements under the Nissan EV Advantage program, the installation of all supported DCFC equipment must be completed within the designated guidelines outlined below.

Terms: The Town of Front Royal DCFC must be properly identified, evaluated, developed, permitted, installed and commissioned, where commissioning means the charging and related equipment and site have received all required permits, passed all inspections and testing and is operating properly by Friday, 28 August 2015.

Identification: COMPLETE – The Town of Front Royal DCFC has been identified by all parties as a viable location for DCFC installation.

Evaluation: COMPLETE – The Town of Front Royal DCFC has been properly evaluated by Moretz Consulting and Nissan North America, Inc. and is approved for installation of DCFC equipment under the Nissan EV Advantage Program.

Developed: Developing consists of all site engineering, utility coordination and site construction required to properly prepare the Town of Front Royal DCFC site for installation of the DCFC equipment.

Permitted: Permitting includes all electrical permits, approvals, documentation and/or certification from the applicable governing agencies. If no permits are required, a statement verifying such conditions must be provided by the site host.

Installed: Installation of all equipment outlined in this proposal will be completed by a licensed professional contractor, and will be complete in the utmost professional manner adhering to all governing laws and regulations as required by the applicable governing agencies.

Commissioning: Commission is defined as the DCFC and related equipment and site have received all required permits, passed inspections, tested and is operating properly.

Project Administration:

Moretz Consulting Information:

Moretz Consulting
557 Fox Trot Road
Clayton, GA 30525
Georgia Sole Proprietorship
EIN: 47-3874813

Notice to Proceed: To be executed by The Town of Front Royal, as of the Effective Date:

Authorized Signature

Name

Title

Date



6/12/2015

Moretz Consulting

**Appendix A: Signet FC50K-CC DCFC
Product Specification Sheet**

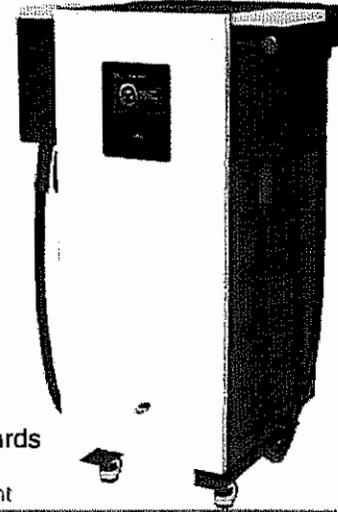


SIGNET SYSTEMS INC.

Electric Vehicle Charging Infrastructure Solutions

DC Fast Chargers

Multi-standard 50kW fast charger - for both CHAdeMO & SAE Combo standards



*ADA Compliant

| | | | |
|-------------------------------------|---|---|------------------------------|
| Type | | CHAdeMO + SAE Combo | |
| Model | | FC50K-CC-S | |
| Mechanical Max. Size, Weight | | 680D*780.4W*1129H (mm) * ADA Compliant | |
| AC Input | Voltage | 3phase 4wire, AC 380 ~ 480V (Standard) 3phase 3wire, AC 208 ~ 280V (Optional) | |
| | Frequency | 50/60 Hz | |
| | Power Factor | over 0.95 | |
| | Amperage Requirement for 50kW output | 3phase 3wire 208V 154.39 A | 3phase 3wire 480V 66.90 A |
| DC Output | Max. Voltage | 500 Vdc | |
| | Max. Current | 125 Adc | |
| | Max. Power | 50 KW | |
| Operating Temperature | | -25°C to +40°C | |
| Protective Function | | Reverse polarity protection Short circuit protection Over temperature protection Over-voltage / Under-voltage protection Ground fault detection | |
| BMS Communication | | CAN2.0A/B [CHAdeMO] PLC [SAE Combo] | |
| Protocol | | CHAdeMO protocol Ver0.9 [CHAdeMO] SAE J1772 (IEC 15118) [SAE Combo] | |
| Cooling | | Cooling Fans | |
| Compliance and Safety | | CE, CHAdeMO, KS, cMETus (MET Listed to UL Standards) | |
| Display | LCD | 7 inch Touch Screen | |
| | LED | 3 Color LED lights - status indicator | |
| User Recognition | | RFID card | |
| Option | Billing | Credit card billing system | |
| | Communication | Data collection, Monitoring and Control (using CDMA or TCP/IP - depends on region) Compliant with Open Charge Point Protocol | |
| Connection | Input | 1KV50SQ/4C | |
| | Output | JEVS G105 [CHAdeMO] J1772 [SAE Combo] | |



Certifications

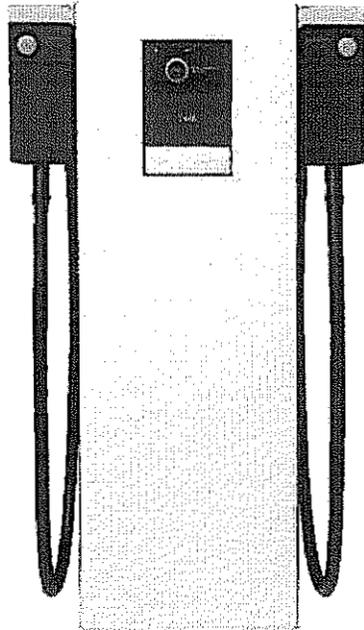
Marubeni

Distribution Partners

**Appendix B: Greenlots Sky Network
Product Specification Sheet
&
Service and Subscription Agreement**



GREENLOTS NETWORKED DC FAST CHARGE STATION FOR NISSAN



PROPRIETARY ONLY

- 24/7 Customer Care
- Flexible pricing engine
- Downloadable usage reports
- Real time status
- Error tracking
- OCPP Enabled

Within FY 2014, Preferred Solution
Platform for DC Fast Charging



| | 2 year | 4 year |
|---|----------|----------|
| Enterprise License | \$400.00 | \$600.00 |
| Transaction Fees | | |
| Transaction Fees (includes credit card processing) 5.0%, with a minimum of \$0.50 per transaction | | |
| *when charge station is set to free, no transaction fees are charged | | |



AVAILABLE INTEGRATION METHODS



MOBILE APP



800 SUPPORT



RFID

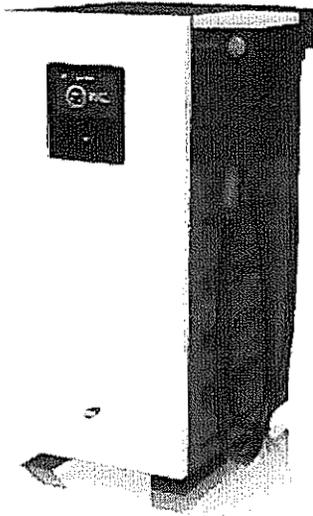


EZCHARGE RFID CARD

Greenlots also provides OCPP enabled solutions for L2 charging. For further information please see contact information



Read this guide before using the Signet DC Fast Charge station. It contains important information about networking and technical support.



The Signet DC Fast Charge Station is a high-power charging station that provides fast charging for electric vehicles. It is designed to be used in public locations and is compatible with a wide range of electric vehicle models.

Greenlots SKY™ provides site hosts many benefits. These include:

- The ability for the manufacturer to remotely troubleshoot issues, potentially saving significant service and support costs (The cost of a single truck-roll for an engineer to diagnose problems on-site exceeds the cost of networking for a whole year)
- The ability to set charging fees and view peak usage times
- Access for drivers to charge station via mobile app or RFID card
- Pro-active fault monitoring and alarm notification in case of a technical problem
- 24/7 driver and technical support

For more information about features and pricing refer to the attached flyer for the Greenlots program with Nissan

Ensure the station is installed in an area with strong Verizon coverage (perform the Cellular Signal Strength Checklist which can be found in the Operator Guide)

Email the completed Cellular Signal Strength Checklist and Commissioning Form from the Operator Guide to activate@greenlots.com or call 1-844-560-7121

The complete process to establish network mode, setting up your account and receiving the QR code labels for the station may take 3-4 business days

You will not have access to 24/7 support. Any technical issues with the charger must be reported to Green Power Technology or the manufacturer.

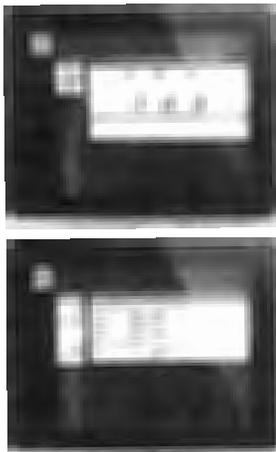
- The manufacturer will not have the ability to remotely troubleshoot technical issues
- The product warranty does not include labor cost and dispatching an engineer to diagnose technical issues can be costly
- The station will not have the ability to collect charging fees
- Greenlots will not be able to help you or users at your station with troubleshooting



TAKE CHARGE OF YOUR NETWORK

SKY's unique features provide site hosts with unparalleled flexibility to manage their own charge stations:

- Variable pricing engine – set charging fees for drivers and stations (e.g. per kWh, per hr, per session)
- Real-time monitoring of your network of charge stations
- Downloadable usage reports (e.g. revenue, energy consumption)
- Fault notifications
- Multiple payment methods
- Dashboard snapshot view



Open standards-based communication between charge stations and networks safeguard electric vehicle (EV) assets from being stranded in the future, as site hosts can swap networks without having to replace hardware

Open standards give site hosts the ability to mix various charging hardware with the same network experience

By utilizing Open Charge Point Protocol (OCPP), Greenlots SKY provides the only truly scalable and future-proofed network



CREDIT CARD



MOBILE APP



800 SUPPORT



RFID

SKY and the Greenlots mobile app provides multiple methods of payment and the easiest way to get a charge:

- Pay with a credit card on the mobile app
- Call our 800 support number to use a credit card over the phone



The Greenlots mobile app allows drivers to:

- Look up real-time status and access to charge stations
- Remotely start and stop a charging session
- Check the charging progress of a session
- Receive notifications of charging status

Greenlots provides comprehensive toll-free support to both drivers and site hosts

For more information pricing or to schedule a demo of Greenlots SKY contact sales@greenlots.com or call +1-888-751-8560



SERVICES AND SUBSCRIPTION AGREEMENT

THIS SERVICES AND SUBSCRIPTION AGREEMENT ("Agreement") is made as of [INSERT DATE].

BY AND BETWEEN:

- (1) ZECO SYSTEMS, INC. a company incorporated in the State of Delaware, and having its registered address situated at 156 2nd Street, San Francisco, CA 94105 ("Greenlots"); and
 - (2) COMPANY NAME, a corporation having its address at: ADDRESS (Subscriber"),
- (each a "party" and collectively the "parties").

WHEREAS:

- (A) Greenlots is a global manufacturer of turnkey charging networks for electric vehicles, including software and services, and trades commercially under the name "Greenlots". In connection with the operation of the Greenlots business, Greenlots also owns the "Greenlots SKY" software system with the features described in Annexure A (the "Licensed Software").
- (B) The Subscriber is an owner and/or operator of Charging Stations and wishes to register its Charging Stations (as defined below) on the Greenlots Charging Network and to avail itself of the Greenlots Charging Network Services (as defined below) in respect of such Charging Stations on the terms and subject to the conditions set out in this Agreement.
- (C) To enable the Subscriber to use the Greenlots Charging Network Services, Greenlots shall grant a non-transferable and non-exclusive license of the Licensed Software to the Subscriber on the terms and subject to the conditions set out in this Agreement.

OPERATIVE PROVISIONS

In consideration of, among other things, the mutual agreements and obligations contained in this Agreement, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. As used in this Agreement, the following terms have the following meanings:

"Business day" means a day (other than a Saturday, Sunday or public holiday) on which banks in the United States of America are open for general banking business.

"Charging Session" means a session during which a Customer is using the Subscriber's Networked Charging Station to charge his or her electric vehicle and which lasts for a continuous period of time commencing when a Customer has accessed such Networked Charging Station and ending when such Customer has terminated such access.

"Charging Station" means an electric vehicle charging station owned or leased by the Subscriber.

"Collection and Processing Fees" means the fees charged by Greenlots for the management, collection and processing of Session Fees on behalf of the Subscriber and the remittance of any balance to the Subscriber.

"Confidential Information" has the meaning set out in Article 10.

"Customers" means drivers who avail themselves of charging and other services from any Networked Charging Station;

"Fees" has the meaning set out in Section 5.1.

"Greenlots Services" means, collectively, the various software service offerings made available for subscription from time to time by Greenlots.

"Greenlots Marks" means the various trademarks, service marks, names and designations used in connection with the Greenlots products and services, including, without limitation, the mark "Greenlots".

"Initial Term" shall mean the period commencing on the date of the agreement on page 1.

"Insolvency Event" shall be deemed to have occurred, in relation to any person or entity, when such person or entity files, or consents to the filing against it of, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee or other official with similar powers over a substantial part of its property; or a court having jurisdiction over such person or entity or any of the property of such person or entity shall enter a decree or order for relief in respect thereof in any involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee or official with similar powers over a substantial part of the property of such person, or shall order the winding-up, liquidation or rehabilitation of the affairs of such , and such order of decree shall continue in effect for a period of sixty (60) consecutive days.

"Intellectual Property Rights" or "IPRs" shall mean all intellectual and industrial property rights of whatever nature anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs (including applications for any of the same), copyright, design rights, semi-conductor topography rights, database and software rights, mask works, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting such intangible property.

"Licensed Software" shall have the meaning set out in Recital (A).

"Networked Charging Stations" means any Charging Stations that have been registered and activated on the Greenlots Charging Network. Each charge connector or charge port is considered as one Charging Station.

"Services" has the meaning set out in Section 4.1.

"Session Fees" means the fees set by the Subscriber for a Charging Session, including any applicable Taxes and/or Regulatory Charges.

"Subscribed Services" means any Services subscribed for by the Subscriber.

"Subscriber Data" has the meaning set out in Section 6.3.

"Term" means (i) the Initial Term, and (ii) each Additional Term, unless this Agreement is terminated earlier pursuant to Article 8.

"Territory" means the territory where the subscriber has active operations.

"\$" means the currency of United States.

1.2 Interpretation.

- 1.2.1 References to Recitals, Sections and Annexures are, unless otherwise stated, to recitals and sections of, and annexures to, this Agreement.
- 1.2.2 References to any enactment (meaning any statute or statutory provision and any subordinate legislation made under any such statute or statutory provision) shall be construed as references to (a) any enactment which that enactment has directly or indirectly replaced (whether with or without notification), and (b) that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date hereof.
- 1.2.3 Words importing the singular include the plural and vice versa, and references to persons include any individual, bodies corporate or unincorporated, partnerships, joint ventures, associations, joint stock companies, trusts or other entities or organizations, including governments or political sub-divisions or agencies or instrumentalities thereof.
- 1.2.4 The headings to the Articles, Sections and Annexures are for convenience only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2
GREENLOTS RESPONSIBILITIES

- 2.1 Greenlots Responsibilities. Subject to the terms and conditions of this Agreement, Greenlots agrees to (a) operate, maintain, administer and support the Greenlots Charging Network and (b) provide the purchased Services to the Subscriber and its Networked Charging Stations.
- 2.2 License of Licensed Software. In connection with its obligations under Section 2.1, Greenlots hereby grants to the Subscriber, and the Subscriber hereby accepts, a non-transferable and non-exclusive right and license to use the Licensed Software in the Territory for the duration of the Term, together all rights, title and interests past, present and future, in and to the Licensed Software for the purposes of participating in the Greenlots Charging Network and using the Greenlots Services.
- 2.3 Limitations. Greenlots shall not be responsible for, and makes no representation or warranty with respect to, the following: (i) continued and uninterrupted availability of sufficient electrical power to any of the Subscriber's Charging Stations and consequently any failure or interruption to the Greenlots Charging Network and the Greenlots Services; (ii) continued and uninterrupted availability of any wireless or cellular communications network or internet service provider network services necessary for the continued operation by Greenlots of the Greenlots Charging Network and/or the provision of the Greenlots Services; and/or (iii) any Charging Stations that are not Networked Charging Stations.

- 2.4 Non-Exclusive Basis. The participation of the Subscriber and its Networked Charging Stations and the provision of the Greenlots Services to the Subscriber shall be on a non-exclusive basis and Greenlots shall, at all times and at any time, be entitled to permit similar participation and provide similar services to any other party, whether such party is a competitor of the Subscriber or otherwise, without restriction on such terms as Greenlots may at its sole discretion determine without reference to the Subscriber.

ARTICLE 3 SUBSCRIBER RESPONSIBILITIES

- 3.1 Subscriber's Responsibilities. The Subscriber shall be responsible for: (a) notifying Greenlots of any new Charging Stations to be registered as Networked Charging Stations (which shall include providing Greenlots with full specifications and descriptions in relation to each such Charging Station) and to register and activate such new Charging Stations on the Greenlots Charging Network; (b) operating and maintaining the Networked Charging Stations in compliance with all applicable laws and contractual obligations; (c) providing Greenlots with advance written notice of the relocation or decommissioning of any Networked Charging Stations or of Networked Charging Stations which are non-operational or not intended to be replaced or repaired by the Subscriber; (d) the maintenance and updating of all customer information; (e) all invoicing and customer payment matters; and (f) assisting to obtain any permits, licenses or regulatory approvals as may be required for the use by the Subscriber of the Greenlots Services.
- 3.2 Subscriber's Representations and Warranties. The Subscriber represents and warrants to Greenlots that: (a) it has the power and authority to enter into and be bound by this Agreement; (b) all Networked Charging Stations and any electric vehicle charging products used with such Networked Charging Stations have been properly installed and are operated in a duly authorized manner; (c) the electrical usage to be consumed by Subscriber's Networked Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (d) it has not installed or attached Networked Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.
- 3.3 Subscriber's Undertakings. The Subscriber further undertakes to Greenlots that: (i) it will not remove, conceal or cover the Greenlots Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with the Networked Charging Stations; (ii) the Subscriber shall comply with, and shall have responsibility for and cause its employees and agents accessing or using the Greenlots Charging Network to comply with, all of the rules, regulations and policies of Greenlots as may from time to time be notified by Greenlots to the Subscriber (and the display or availability of any such rules, regulations and policies (and any variation or changes thereto) on any portal or service to which the Subscriber has access, shall constitute due notice to Subscriber, its employees and agents); (iii) the Subscriber shall be responsible for using the Greenlots Services in compliance with applicable laws and this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to any Greenlots Services, (B) not sell, resell, license, rent, lease, transfer or grant access to the Greenlots Services to a third party, (C) not interfere with or disrupt the integrity of the Greenlots Charging Network, the Greenlots Services or any data contained therein, and (D) not attempt to gain unauthorized access to the Greenlots Charging Network or the Greenlots Services or their related systems or networks.

ARTICLE 4 SERVICES

- 4.1 Collection Services. Where the Subscriber levies charges on Customers and Greenlots is engaged to provide management, collection and/or processing services for such charges:

- (a) The Subscriber shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges, each as defined below) applicable to Subscriber's Networked Charging Stations.
 - (b) In exchange for Greenlots collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes Greenlots to deduct from all Session Fees collected: (i) a Collection and Processing Fee; and (ii) to the extent required, applicable Taxes and Regulatory Charges.
 - (c) Greenlots shall remit the equivalent of the balance of the Session Fees net of the deductions made pursuant to Section 4.1(b) to the Subscriber not more than thirty (30) days after the end of each calendar quarter in which such Session Fees were collected to such account designated in writing by the Subscriber.
 - (d) Unless required by law or otherwise stated herein, Collection and Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("Taxes") or any fees or other assessments levied or imposed by any governmental regulatory agency ("Regulatory Charges"). The Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with any Session Fees; provided that, Greenlots is solely responsible for all Taxes and Regulatory Charges assessable based on Greenlots' income, property and employees. Where Greenlots is required by law to collect and/or remit the Taxes or Regulatory Charges for which the Subscriber is responsible, the appropriate amount shall be invoiced to the Subscriber and deducted by Greenlots from Session Fees, unless Subscriber has otherwise provided Greenlots with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.
- 4.2 Provision of Assistance, Training and Maintenance Services. Greenlots shall supply training, technical assistance and maintenance with respect to the Licensed Software to the Subscriber, as set out in Annexure B and elsewhere in this Agreement (collectively, the "Services").
- 4.3 Service Levels. The service levels applicable to the provision of the Services to the Subscriber shall be as set out in Annexure B.
- 4.4 Non-Transferability. All Greenlots Services shall be non-transferable; provided that Greenlots Services subscribed for in relation to a Networked Charging Station that is to be de-commissioned may be transferred to a Networked Charging Station that is purchased by Subscriber to replace such de-commissioned Networked Charging Station.

ARTICLE 5

FEES

- 5.1 Fees. In consideration of the Services provided hereunder, the Subscriber shall pay Greenlots the following fees (collectively, the "Fees"):
- (a) license fees for the license of the Licensed Software ("License Fees") at a rate of \$400 for 2 years, or \$600 for 4 years years, such license fees to be payable in advance for the Initial Term with payment to be made upon registration and activation of a Networked Charging Station on the Greenlots Charging Network. No pro-rating shall be available for any Networked Charging Stations which are decommissioned during the year; and,
 - (b) upon the Subscriber commencing the levy of charging fees on Customers, a Collection and Processing Fee of 5.0% with a minimum of \$0.50 shall be paid by the Subscriber to Greenlots for each Charging Session used by a Customer where a Session Fee applies, payment of which shall be set off against Session Fees collected by Greenlots, or in case of insufficient Session Fees, billed separately.

- 5.2 Additional Services. Where the Subscriber requires additional services to be provided by Greenlots, including but not limited to, customization of web design interfaces, additional software and/or hardware integration services, which are not included in the scope of Services, such additional services shall be subject to additional fees to be mutually agreed between the Subscriber and Greenlots.
- 5.3 Adjustments to Pricing.
- 5.3.1 Greenlots undertakes that there shall be no increase in the Licence Fees payable for each Networked Charging Station during the initial Term.
- 5.3.2 The parties agree that Greenlots shall be entitled to adjust the Collection and Processing Fee at its sole discretion in the event of any increase in processing fees charged by payment processing partners responsible for the collection of Customers' payments.
- 5.4 Payment of License Fees. The Subscriber agrees that:
- (a) The Subscriber shall pay all License Fees within thirty (30) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, all Fees shall be quoted in and payable in US Dollars.
- (b) If any invoiced Fees are not received by Greenlots by the due date, then such outstanding amount: (i) may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower ("Late Payment Interest Rate"), from the date such payment was due until the date on which such payment is received by Greenlots in cleared funds, and (ii) in the event the Subscriber has not paid Fees within thirty (30) days of the due date, Greenlots may, at its sole discretion, impose additional conditions in connection with future renewals of any Greenlots Services and acceptance of purchase orders for additional Greenlots Services other than those set forth herein.
- (c) If any amount owing by the Subscriber under this Agreement is more than thirty (30) days overdue, Greenlots may, without otherwise limiting Greenlots' rights or remedies available under law, terminate this Agreement, and/or suspend the use by the Subscriber of the Greenlots Services until such amounts are paid in full.

ARTICLE 6 OWNERSHIP OF INTELLECTUAL PROPERTY

- 6.1 Validity and Ownership. The Subscriber acknowledges and admits the validity, and Greenlots' ownership, of all Intellectual Property Rights in relation to the Licensed Software, the Greenlots Marks, the Greenlots Charging Network and the Greenlots Services (collectively the "Greenlots Intellectual Property"), and agrees that it will not, directly or indirectly, challenge or contest the validity of the Greenlots Intellectual Property, or any registrations thereof and/or applications therefore in any jurisdiction, or the right, title and interest of Greenlots therein and thereto, nor will it claim or register any interest in the Greenlots Intellectual Property in any jurisdiction, other than the rights expressly granted hereunder.
- 6.2 Property of Greenlots. The Subscriber acknowledges that (i) as between the parties, all Intellectual Property Rights in the Greenlots Intellectual Property are and will remain the exclusive property of Greenlots and (ii) as between the parties, all uses of the Greenlots Intellectual Property, except for its Use by the Subscriber pursuant to this Agreement, shall inure solely to the benefit of Greenlots. The Subscriber shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of Greenlots in and to the Greenlots Intellectual Property. Nothing in this Agreement grants, nor shall the Subscriber acquire hereby, any right, title or interest in or to the Greenlots Intellectual Property or any underlying or third-party Intellectual Property Rights inhering therein, or any goodwill associated

therewith, other than those rights expressly granted hereunder. This Agreement shall not affect Greenlots' right to enjoin or obtain relief against any acts by third parties or trademark or patent infringement or unfair competition, or any other action that Greenlots may take to protect Greenlots' Intellectual Property Rights in the Territory.

- 6.3 Property of the Subscriber. The parties agree that all data contributed directly by the Subscriber and which is owned by the Subscriber, or licensed directly to the Subscriber by any party other than Greenlots, prior to the inclusion of such data in the Licensed Software (collectively, the "Subscriber Data") is and will remain the exclusive property of the Subscriber and will inure solely to the benefit of the Subscriber. Greenlots shall be granted such access to the Subscriber Data: (a) as may be necessary to enable Greenlots to perform its obligations hereunder; (b) in order to respond to service or technical problems which may arise from time to time and at any time; and/or (c) otherwise at the Subscriber's discretion. All data collected by Greenlots in connection with the operation of the Greenlots Charging Network shall be jointly owned by Greenlots and Subscriber, with both Parties retaining independent rights to use the data.
- 6.4 License. Greenlots shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the Greenlots Charging Network and/or the Greenlots Services any suggestions, enhancement requests, recommendations, improvements or other feedback provided by the Subscriber and/or Subscriber Authorized Users relating to any and all of the Greenlots Charging Network and the Greenlots Services.

ARTICLE 7

NO ASSIGNMENT OR SUBLICENSES

- 7.1 No Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the express written consent of the other party. Notwithstanding the foregoing either party may assign this agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of any or substantially all of its assets provided the assignee agrees in writing to comply with all applicable provisions of the Agreement, including protecting Confidential Information. This Agreement shall not be assignable by the Subscriber to any direct or indirect competitor of Greenlots engaging in developing electric vehicle charging hardware and/or software and any attempt to assign without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
- 7.2 No Sub-Licensing. Except as otherwise set forth herein, the License, the Greenlots Services and the rights granted to the Subscriber under this Agreement shall not be sub-licensed by the Subscriber without the prior written authorization of Greenlots.

ARTICLE 8

TERM AND TERMINATION

- 8.1 Term. This Agreement shall be valid for a period of **two or four** years commencing from the Effective Date, depending on the license fee paid, during which the access to the Greenlots Charging Network, the License and the subscription for the Greenlots Services shall be valid ("Initial Term").
- 8.2 Additional Terms. Unless either party gives the other party written notice, not later than 60 days prior to the last day of the Initial Term, of its intent to terminate this Agreement at the end of the Initial Term, this Agreement shall automatically renew for an additional term equal to the Initial Term (each such additional term to be referred to as an "Additional Term"). Either party may terminate this Agreement during any Additional Term by giving written notice to the other party at least 60 days prior to the last day of such current Additional Term or in such other manner as may be otherwise provided in this Agreement, failing which this Agreement shall again automatically be renewed for a subsequent

Additional Term.

8.3 Early Termination for Cause by Greenlots.

8.3.1 Greenlots may terminate the license granted to the Subscriber hereunder and terminate this Agreement immediately upon 5 business days' prior written notice to the Subscriber, if:

- (a) an Insolvency Event has occurred in relation to the Subscriber;
- (b) the Subscriber breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following the Subscriber's receipt of written notice thereof from Greenlots; or
- (c) (i) the Subscriber is more than 60 days late in the payment of Fees or any other payments due and owing (and documented) to Greenlots; (ii) the Subscriber has received prior notices of such Fees and/or other payments from Greenlots and requests for payments therefore; and (iii) the Subscriber fails to cure such late payment within 7 days following such written notice from Greenlots.

8.3.2 Upon any termination of this Agreement pursuant to Section 8.3.1 above, subject to the additional terms and conditions hereof, all rights in the Licensed Software granted to the Subscriber hereunder shall automatically revert to Greenlots, and the Subscriber shall have no further rights in, and shall immediately cease all use of, the Licensed Software. The Subscriber shall also promptly return or destroy all documents (including copies), diskettes, tapes and other material (in whatsoever medium) held by the Subscriber in relation to the Licensed Software to Greenlots upon written demand therefor by Greenlots. The failure of Greenlots to make any such demand initially shall not operate as a waiver by Greenlots of this provision.

8.4 Early Termination for Cause by the Subscriber. The Subscriber may terminate this Agreement immediately upon 5 business days' prior written notice to Greenlots, if:

- (a) an Insolvency Event has occurred in relation to Greenlots; or
- (b) Greenlots breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following Greenlots' receipt of written notice thereof from the Subscriber.

ARTICLE 9
LIMITATION OF LIABILITY

9.1 **LIMITATION OF GREENLOTS' LIABILITY.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, ACCESS TO THE GREENLOTS CHARGING NETWORK, THE LICENSE AND THE GREENLOTS SERVICES ARE PROVIDED BY GREENLOTS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL GREENLOTS BE LIABLE TO THE SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE PARTICIPATION OF THE SUBSCRIBER IN THE GREENLOTS CHARGING NETWORK, THE EXERCISE OF THE LICENSE, THE USE OF THE LICENSED SOFTWARE OR THE GREENLOTS SERVICES, OR OTHERWISE ARISING OUT OF THIS AGREEMENT, WHETHER IN RELATION TO ANY BREACH OF ANY REPRESENTATIONS AND WARRANTIES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL GREENLOTS' AGGREGATE LIABILITY TO THE SUBSCRIBER PURSUANT TO THIS AGREEMENT EXCEED THE TOTAL SUM OF ANY FEES RECEIVED BY GREENLOTS FROM THE SUBSCRIBER IN THE TWELVE CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DATE ANY SUCH CLAIM IS MADE. FOR THE AVOIDANCE OF DOUBT, GREENLOTS SHALL OWE NO LIABILITY TO THE SUBSCRIBER OR ANY CONTRACTUAL COUNTERPARTIES OF THE SUBSCRIBER FOR ANY BREACH BY THE SUBSCRIBER OF ITS CONTRACTUAL OBLIGATIONS TO SUCH COUNTERPARTIES INCLUDING BUT NOT LIMITED TO, ANY FAILURE BY THE

SUBSCRIBER TO COMPLY WITH ITS SERVICE LEVEL AGREEMENTS UNLESS SUCH LIABILITY ARISES AS A RESULT OF FRAUD OR GROSS NEGLIGENCE ON THE PART OF GREENLOTS.

- 9.2 Limits. Where the limitation of liability in Section 9.1 is prohibited or restricted under applicable law, then the liability of Greenlots under such circumstances shall be limited to the maximum extent permitted under such applicable law.

ARTICLE 10 **CONFIDENTIALITY**

Each party agrees to keep confidential the terms of this Agreement and all information, documents and materials, whether printed or oral, relating to this Agreement, the parties and the transactions contemplated hereunder ("Confidential Information") confidential and not to disclose such Confidential Information except:

- (a) with the prior written consent of the other party;
- (b) as may be required by applicable laws or by the rules of any stock exchange or other authority by which a party may be bound (in which case the disclosing party shall immediately notify the other party thereof);
- (c) to its professional advisers, employees, officers or other representatives; and
- (d) to any advisors and professional services providers which may be appointed by a party to give effect to the obligations of such party under this Agreement.

ARTICLE 11 **MISCELLANEOUS**

- 11.1 No Partnership. Nothing in this Agreement shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the parties.
- 11.2 Remedy. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy available at law, in equity, by statute or otherwise. Each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law in equity, by statute or otherwise. The election by any party to pursue one or more of such remedies shall not constitute a waiver by such party of the right to pursue any other available remedy. The parties agree that monetary damages may not be a sufficient remedy for the damage which would accrue to a party by reason of failure by any other party to perform certain of the obligations hereunder. Any such party shall, therefore, be entitled to seek injunctive relief, including specific performance, to enforce such obligations.
- 11.3 Costs and Expenses. The parties agree that unless expressly provided otherwise in this Agreement, each of the parties shall bear its own respective costs and expenses, legal or otherwise, reasonably incurred in relation to preparation, negotiation and execution of this Agreement and all ancillary documents.
- 11.4 Further Assurance. Each of the parties shall, and shall use its reasonable endeavors to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as may be required to carry out, evidence and confirm the provisions of this Agreement.
- 11.5 Public Announcements. Subject as required by law or by any relevant regulatory authorities, all announcements and circulars by or on behalf of any of the parties and relating to the subject matter of this Agreement shall be in terms to be agreed between the parties in advance of issue.

arbitrator deems appropriate, but only to the extent consistent with law.

- 11.12.5 The reasonable expenses incurred in any proceeding to compel arbitration or to confirm or enforce an arbitral award or any resulting judgment, including attorney's fees shall be paid to the prevailing party in such a proceeding. Each party shall bear its own expenses, including attorney's fees, incurred during arbitration.

[Remainder of Page Intentionally Blank; Signatures Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

[NAME OF SUBSCRIBER]

By: _____
Name: **[Name of contact person]**
Title: **[Title]**

ANNEXURE A

LICENSED SOFTWARE

The Licensed Software consists of an integrated Internet-based platform (SKY) that has bi-directional communication with Networked Charging Stations. The platform is made up of:

1. A backend database
2. A front-end user interface for the Subscriber
3. A front-end user interface for the Customer
4. A mobile phone application for the Customer that is supported on Android and iOS operating systems. Support for additional operating systems may be added later at Greenlots' sole discretion
5. A payment collection and settlement system
6. A data collection and reporting system
7. A call center for Customer technical and payment support

Together, the Licensed Software performs the following functions:

1. Provides a directory of Charging Stations belonging to the Subscriber, including all pertinent information such as address, serial number, manufacturer, model, charging type and price for Customers, if applicable
2. Reports the status of Charging Stations whether they are in-use, faulted, available or temporarily unknown
3. Enables the Subscriber to set a price for Customers to use these Charging Stations
4. Provides a payment method for Customers to pay for use of these Charging Stations
5. Provides a payment processor which complies with Payment Card Industry ("PCI") Data Security Standard (DSS") of Visa and MasterCard.
6. Collects usage and charging data from these Charging Stations and provides them to the Subscriber in either CSV or graphical format
7. Provides first level technical support to Customers and routes them to the Charging Station manufacturer for escalation
8. Provides downloadable usage reports on a daily, weekly, monthly or annual basis consisting of individual charge session data (user ID, station ID, start time, end time, total duration, total kWh and total revenue)
9. Provides a monthly statement report detailing total revenue collected from Session Fees and total Greenlots Fees applicable

ANNEXURE B

SERVICES AND SERVICE LEVELS

Greenlots shall provide services and support according to the following terms:

1. Phone support for payment and technical issues shall be provided to Customers 24 hours a day, 365 days a year
2. Greenlots shall provide an on-call resource to the Subscriber at all other times and shall provide appropriate email and phone contact information to ensure accessibility
3. Greenlots shall ensure that scheduled system downtime occurs only between the hours of 9PM to 5AM Pacific Standard Time to avoid disruption to the Subscriber and Customers.
4. Greenlots shall ensure that unscheduled downtime be responded to immediately and every reasonable effort be made to restore service
5. The Subscriber acknowledges that some downtime may be attributed to Charging Station hardware and while Greenlots will promptly report and log the problem to the associated party; the duration of downtime in this instance is out of Greenlots' control

Appendix C: Weekly Operations Update Worksheet

EV DC FAST CHARGER Manual
FC50K-CC-S



4



Town of Front Royal, Virginia Work Session Agenda Form

Date: July 6, 2015

Agenda Item: AMP Solar Phase II project

Summary: American Municipal Power (AMP) has opened the subscription to the new Solar Phase II project to its members. The project will have an AMP ownership arrangement and will be a “take-or-pay” power sales contract. It is proposed that all solar array installations will reside behind the members’ meter. Construction of the first site will start in a couple of months with additional installations as subscribed through the subscription process thereafter. AMP has compiled a list of an additional 19 sites to be built as subscription warrant construction.

Council Discussion:

Staff Evaluation: Staff has completed the evaluation of the feasibility study and other supporting documentation for the solar project. AMP has selected 20 sites to install solar arrays including the Town of Front Royal. Our community will host a 2.44 MW solar array on 15 acres located at the end of Manassas Extended on the Donaldson farm property. This facility will be a behind the meter generation project, which will allow additional transmission savings on the PJM network.

Budget/Funding: N/A

Legal Evaluation:

Staff Recommendations: Staff recommends participation in the project to further strengthen and diversify our power supply portfolio. The project will provide a cost-effective, safe, environmentally friendly, asset based alternative to the wholesale market. Staff will provide recommended subscription amount in the July 6th work session.

Town Manager Recommendation:

Council Recommendation:

Additional Work Session Regular Meeting No Action
Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session

TOWN OF FRONT ROYAL, VIRGINIA

[ORDINANCE/RESOLUTION] NO. _____

**AN [ORDINANCE/RESOLUTION] TO APPROVE THE FORM
AND AUTHORIZE THE EXECUTION OF A POWER SALES CONTRACT
WITH AMERICAN MUNICIPAL POWER, INC.
AND TAKING OTHER ACTIONS IN CONNECTION THEREWITH
REGARDING PARTICIPATION IN
THE AMP SOLAR PROJECT II;
AND DECLARING AN EMERGENCY.**

WHEREAS, the Town of Front Royal, Virginia (the “Municipality”) is a political subdivision organized and existing pursuant to the laws of the Commonwealth of Virginia which owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and customers;

WHEREAS, in order to satisfy the electric capacity and associated energy requirements of its electric utility system, the Municipality has heretofore purchased, or desires to do so in the future, economical and reliable electric capacity and associated energy from, or arranged by, American Municipal Power, Inc. (hereinafter, “AMP”), an Ohio non-profit corporation, of which the Municipality is a AMP Member;

WHEREAS, the Municipality, acting individually and, along with other municipalities which own and operate electric utility systems, jointly through AMP, endeavors to arrange for the availability of reliable, environmentally responsible, reasonably priced supplies of electric capacity and associated energy for ultimate delivery to or on behalf of its customers;

WHEREAS, it is efficient and economical to act jointly in such regard;

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of its

Members, such Members, including the Municipality, being, and to be, political subdivisions of their respective states that operate electric systems in, as of the date of adoption hereof, Delaware, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia, and West Virginia;

WHEREAS, Municipality has determined it requires additional long-term sources of reliable, environmentally sound and reasonably priced electric capacity and energy and has requested that AMP arrange for the same;

WHEREAS, in furtherance of such purpose, Municipality, along with other Members (collectively, "Participants") requested and AMP agreed that it will either directly by itself or otherwise arrange for the financing, acquisition, construction, operation and ownership, in whole or in part, of solar generation at agreed upon solar sites and possible additional solar sites having an expected net rated electric generating capacity of up to an aggregate total of a nominal 75 MW (or such larger amount as approved or set forth in the AMP Solar Project II Power Sales Contract (hereafter "PSC")) capacity (to be known collectively as the "AMP Solar Project II");

WHEREAS, AMP has resolved, in accordance with the PSC, to develop, including, as appropriate, the financing, acquisition, construction, ownership and operation of, and arrangements for the acquisition, financing, and payment for the AMP Solar Project II as well as other arrangements related thereto, which AMP and, in certain cases, the Participants, deem necessary to enable AMP to fulfill its obligations hereunder to sell and transmit, or otherwise make available, electric capacity and energy to the Participants;

WHEREAS, the PSC between AMP and Municipality, a copy of the form of which is on file with the Clerk, sets forth the terms and conditions, rights, duties, obligations, and covenants of the parties with respect to the AMP Solar Project II;

WHEREAS, in order to lower the Project costs to the Municipality and other Participants, AMP is investigating utilizing a "tax equity investor" structure for Solar Project II as contemplated in the PSC;

WHEREAS, AMP has provided appropriate information regarding the AMP Solar Project II, as such officers and representatives of the Municipality deem necessary or appropriate, to enable the Municipality to evaluate the benefits and risks of the AMP Solar Project II, to take actions contemplated by the [Ordinance/Resolution] hereinafter set forth and to determine that the same are in the public interest;

WHEREAS, the proposed form of the PSC has been reviewed by this body and this body has been advised on the same;

WHEREAS, in order to obtain such sources of electric capacity and energy, the Participants are willing to pay AMP for their respective rights to such electric capacity and energy and transmission service at rates that are sufficient, but only sufficient, to enable AMP to (i) recover all costs and expenses incurred with respect to, and arrangements for the acquisition, financing, and payment for the Project as set forth herein, and related service arrangements undertaken by AMP to enable it to fulfill its obligations hereunder, and (ii) recover any other expenditures or revenues authorized hereunder as more fully set forth in the PSC;

WHEREAS, AMP and certain Members have determined that the AMP Solar Project II is an appropriate and reasonable option for AMP Members and it is necessary and desirable for this body to approve AMP Solar Project II and the form of the PSC; and

NOW THEREFORE, BE IT RESOLVED BY THE [LEGISLATIVE BODY] OF THE TOWN OF FRONT ROYAL, VIRGINIA.

SECTION 1. That the PSC, substantially in the form on file with the Clerk, including Appendices thereto is approved, and the [Insert Officials Title] or the [Insert Official's Title]'s designee is hereby authorized to execute and deliver such PSC, with such changes or modifications as the [Insert Officials Title] or the [Insert Officials Title]'s designee may approve as neither inconsistent with this [Ordinance/Resolution] nor materially detrimental to the Municipality, execution of the PSC to be conclusive evidence of such approval, including without limitation, PSC modifications designed to

accommodate a tax equity investor should the Participants and AMP find it advantageous to the Participants to structure the AMP Solar Project II or its ownership with a tax equity investor.

SECTION 2. That the [Insert Officials Title] is hereby authorized to acquire on behalf of the Municipality, as a Participant, as defined in the PSC, a Project Share as defined in the PSC, without bid, from AMP of up to 4460 kW and to execute and deliver any and all documents necessary to become a Participant in the AMP Solar Project II pursuant to the conditions set forth herein and in the PSC and to carry out its obligations thereunder as the [Insert Officials Title] deems in the best interests of the Municipality.

SECTION 3. That the [Insert Officials Title] of this Municipality, as a part of such officer's official duties, is hereby appointed as Municipality's representative for any meetings or determinations of the Participants or the Participants Committee pursuant to the PSC and is authorized and directed, acting for, in the name of and on behalf of this Municipality, to vote Municipality's Project Share with regard to any determinations regarding the AMP Solar Project II as set forth in the PSC.

SECTION 4. That the [Insert Officials Title] may appoint, in writing from time to time as necessary, another representative of the Municipality as his or her alternate to carry out the duties set forth in Section 3 hereof.

SECTION 5. That is it found and determined that all formal actions of this body concerning and relating to the adoption of this [Ordinance/Resolution] were adopted in an open meeting of a quorum of this body, and that all deliberations of this body and of any its committees that resulted in such formal action, were held in meetings open to the public, in compliance with all legal requirements.

SECTION 6. If any section, subsection, paragraph, clause or provision or any part thereof of this [Ordinance/Resolution] shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this [Ordinance/Resolution] shall be unaffected by such adjudication and all the remaining provisions of this [Ordinance/Resolution] shall remain in full force and effect as though such section,

subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 7. [Optional] That this [Ordinance/Resolution] is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of Municipality, the emergency being the deadline for AMP to meet the subscription minimums to proceed with the AMP Solar Project II that is the subject of this [Ordinance/Resolution]; and provided it receives the majority vote of two-thirds or more of those elected to this body, it shall go into full force and effect from and immediately after its passage and its approval by the [Insert Officials Title]; otherwise it shall take effect at the earliest period allowed by law.

AMP CONTRACT NO. _____

**INTERCONNECTION AGREEMENT
BETWEEN
THE _____ OF _____,
AND
AMERICAN MUNICIPAL POWER, INC.**

THIS INTERCONNECTION AGREEMENT (“Agreement”) is made this _____ day of _____, 2015 by and between American Municipal Power, Inc. (“AMP”) and the _____ of _____, _____ an AMP member political subdivision duly organized and existing under and by virtue of the laws of the _____ of _____ that owns and operates an electric utility system (“Host”).

WHEREAS AMP and Host have entered into a Power Sales Contract regarding the AMP Solar Project II dated as of _____, 2015 (“Solar Project II PSC”);

WHEREAS AMP intends to install and operate a solar generation facility (the “Project Unit”) to be built on a site [owned by or leased to] AMP, located at _____. The Project Unit is projected to have an export capacity of approximately ___ megawatts (“MW”) but shall not be more than ___ MW of export capacity; and,

WHEREAS AMP and Host desire to enter into this Agreement for the purposes of interconnecting the Project Unit to Host’s electric utility system through the Interconnection Facilities (hereinafter defined) in order to enable AMP to make available, or from time to time deliver, electric capacity and energy from the Project Unit into the Host’s electric system in accordance with this Agreement and the Solar Project II PSC provisions regarding a Host Participant.

NOW THEREFORE, the Parties agree as follows:

I. Definitions.

The definitions shall be as set forth in the Solar Project II PSC, in addition to those noted below.

A. Host shall mean the Host Participant noted above.

B. Interconnection Facilities shall mean the equipment on both sides of the Point of Interconnection that is presently in place or has been mutually determined is necessary in order to interconnect with and deliver capacity and energy from the Project Unit to Host's distribution system, as set forth in Appendix A hereto. Interconnection Facilities include the additions, modifications, and/or reinforcements to Host's distribution system that Host, in the exercise of its reasonable judgment and consistent with Good Utility Practice, deems necessary to support receipt and subsequent distribution of capacity and energy from the Project Unit.

C. Point of Interconnection shall mean the point at which the facilities of the Project Unit interconnect with the facilities of Host as specified in Appendix A.

II. Term.

Subject to the conditions contained herein, this Agreement shall become effective upon execution and shall remain in effect through December 31, 2047. Notwithstanding the foregoing, this Agreement shall terminate on the date of termination or expiration of the Lease.

III. Interconnection Service.

A. AMP Responsibilities.

1. AMP shall be responsible for all costs of design, construction, installation, and maintenance of the Interconnection Facilities set forth in Appendix A. Such design, construction, installation, and maintenance shall be in accordance with Prudent Utility Practice. AMP shall be solely responsible for the construction and installation of the Interconnection Facilities. Any Interconnection Facilities listed in Appendix A that are installed on Host's side of the Point of Interconnection shall become the property of Host on the Commercial Operation Date, with Host possessing full and unencumbered title thereto.

2. AMP shall provide Host access to AMP site and Interconnection Facilities at no cost to Host for the purpose of ensuring safe and reliable operations of Host's system.

3. AMP shall be responsible for procuring and paying for all ancillary services it requires with respect to bidding capacity available from and scheduling the energy produced by the Project Unit.

4. AMP shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity, associated energy and reactive power made available or delivered to Host's system. Host shall have access to such metering data.

B. Host Responsibilities.

1. Subject to Article III (A)(1), Host shall operate and maintain the Interconnection Facilities on its side of the Point of Interconnection. Host agrees to operate and maintain those Interconnection Facilities in accordance with Prudent Utility Practice.

2. Host shall timely review and have the right to approve, such approval not to be unreasonably conditional or withheld, the design, construction and installation of the Interconnection Facilities and the in service date thereof.

C. Mutual Responsibilities.

1. During the term of this Agreement, each Party shall inform the other of any changes to its respective facilities that might reasonably be expected to affect the operation of the other Party's facilities.

2. Host and AMP shall cooperate in connection with the testing and start-up of the Project Unit.

D. Terms and Conditions

1. Continuity of Service. Host may require AMP to curtail, interrupt or reduce deliveries of capacity and energy if, in the exercise of Host's reasonable judgment exercised in accordance with Prudent Utility Practice, such delivery of capacity and energy would have a material adverse impact on the quality of service rendered by Host to its customers by interfering with the safe and reliable operation of Host's system, until the condition has been corrected. Host shall use all reasonable

efforts to mitigate the extent and duration of such curtailment, interruption or reduction. Except in the case of an Emergency, Host shall give AMP reasonable notice prior to any curtailment, interruption or reduction, the reason for its occurrence and its probable duration.

2. Disconnection. Host shall have the right to disconnect the Interconnection Facilities from Host facilities, if in the exercise of its reasonable judgment exercised in accordance with Prudent Utility Practice, it determines that an Emergency exists that is likely to adversely affect or impair the reliability of the Project Unit or facilities on Host's side of the Point of Interconnection. Host shall reconnect to its system as soon as is practicable consistent with Prudent Utility Practice.

3. Interconnection Equipment Modifications.

a. AMP shall pay or reimburse Host for the cost of any necessary modifications to the Interconnection Facilities consistent with Prudent Utility Practice to maintain interconnection service to the Project Unit that Host would not have incurred but for the interconnection of the Project Unit.

b. AMP shall provide Host reasonable written prior notice of any additions, modifications and/or reinforcements to the Interconnection Facilities that AMP has reasonably determined to be necessary consistent with Prudent Utility Practice.

IV. Operating Committee.

Each Party shall appoint one (1) representative to an operating committee (the "Operating Committee") which shall meet, at the reasonable request of either Party, as often as necessary to provide information regarding the operations and obligations hereunder but in no event less than once a year, and to discuss and act upon such other matters as are appropriate and convenient. The Operating Committee shall act only by unanimous agreement and shall keep written minutes of its meetings and actions. Although there is no contemplation that Host will enter into an Agreement with AMP to operate the Solar Facility, if during the term of this Agreement, Host and AMP enter into such an agreement, Host may appoint one (1) additional representative to the

Operating Committee to act on behalf of the Host with respect to matters relating to the operation and maintenance of the Project Unit.

V. Event of Default. Any one (1) or more of the following events shall constitute an event of default hereunder:

A. Either Party's failure to observe or perform or cause to be observed or performed any other term, covenant, agreement under this Agreement, and continuation of this failure for a period of thirty (30) days after either Party's written notice to the other specifying the nature of such Party's failure, provided, however, that such failure shall not constitute a default if it is curable but cannot with reasonable diligence be cured by such Party within a period of sixty (60) days, provided such Party proceeds to cure the failure with reasonable diligence and in good faith;

B. AMP's abandonment of the Project Unit; or,

C. The filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of AMP's property, by or against AMP in any court pursuant to any statute either of the United States or of any state; and AMP's failure to secure a dismissal of the petition within one hundred twenty (120) days after its filing.

VI. Compensation.

As Host is provided significant benefits from acting as a Host Participant, no additional compensation shall be required hereunder.

VII. Limitations and Other General Provisions.

A. Standard of Care. Each Party to this Agreement shall use reasonable commercial efforts to provide the services and perform the obligations required to be provided and performed pursuant to this Agreement and shall act at all times in a manner consistent with Prudent Utility Practice.

B. Limitation of Remedies, Liability and Damages. Neither Party shall have any liability to the other for any costs, damages or liability arising from its failure to provide such services or perform such obligations absent willful and wanton misconduct

by such Party. THE PARTIES AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, SUCH PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, SUCH PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. Each Party agrees that it will carry or cause to be carried such insurance as is customary in the electric utility industry to protect it against losses and damages that may arise in connection with the ownership, operation and maintenance of solar facilities. Each Party shall pay all costs and expenses, including reasonable attorneys' fees, related to such Party's failure to comply with the provisions of this Agreement.

C. Force Majeure. Neither Host nor AMP shall be considered in default under this Agreement if prevented from fulfilling any obligation due to an event of *Force*

Majeure. The Party unable to perform shall: (i) notify the other Party in writing, by telephone or electronic transmission within a reasonable time after the occurrence of the event; (ii) be excused only while such *Force Majeure* event exists; and, (iii) make good faith efforts to expeditiously alleviate such situation. Neither Party shall be required by the foregoing provisions to settle a strike, lockout or other labor dispute affecting it except when, according to its own best judgment, such a settlement is advisable.

D. Amendments. This Agreement may be amended only in writing signed by both Parties hereto.

E. Assignment. This Agreement shall not be assigned by a Party without the consent of the other Party, which consent may be withheld in the sole discretion of the Party whose consent is requested.

F. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one (1) and the same instrument.

G. Entire Agreement. This Agreement contains the entire agreement between AMP and Host with respect to the matters provided herein, and any agreement made after the execution of this Agreement between AMP and Host shall be ineffective to change, modify, waive, release, discharge, or terminate this Agreement, in whole or in part, unless that agreement is in writing and signed by the Party against whom enforcement is sought.

H. No Waiver of Breach. The failure of either Party to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Agreement shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt or payment hereunder with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Agreement shall not be deemed a waiver of that breach.

I. No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision

contained herein. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to any person not a Party to this Agreement.

J. Headings. The section and subsection headings and captions appearing in this Agreement are inserted only as a matter of convenience and shall not be given any legal effect.

K. Severability. If any restriction, covenant or provision of this Agreement shall be adjudged by a court of competent jurisdiction to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Party seeking to enforce such restriction, covenant or provision, the provisions of this Agreement shall be interpreted to carry out to the greatest extent possible the intent of the Parties and to provide to each party a reasonable approximation of the benefits such Party would have received under this Agreement if such restriction, covenant or provision had been enforceable.

L. Officials Not Liable. No official or employee of either Party shall be personally liable for any matter arising from or in any way connected to this Agreement.

M. Notices.

All Notices given by Host to AMP shall be directed to:

Attention: President/CEO
American Municipal Power, Inc.
1111 Schrock Rd., Suite 100
Columbus, OH 43229

With a copy to:

Attention: General Counsel
American Municipal Power, Inc.
1111 Schrock Rd, Suite 100
Columbus, OH 43229

All Notices given by AMP to Host shall be directed to:

Attention: [TITLE]

[TO COME]

All Notices shall be given in accordance with the Solar Phase II PSC.

N. Governing Law. The terms and provisions of the Agreement and the rights and obligations of the Parties hereto shall be in accordance with the Solar Phase II PSC and shall be governed by and construed in accordance with the laws of the State of Ohio.

O. Limited Obligation. The obligations of the Host under this Agreement are limited obligations of the Host, payable solely from the revenues of the Host's electric utility system.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed.

AMERICAN MUNICIPAL POWER, INC.

[HOST NAME]

By: _____
Marc S. Gerken, P.E.
President/CEO

By: _____
[SIGNATOR'S NAME]
[SIGNATOR'S TITLE]

Approved as to Form and Attest:

Approved as to Form and Attest:

By: _____
John W. Bentine
SVP and General Counsel

By: _____
[HOST LEGAL ADVISOR]

INTERCONNECTION FACILITIES

[TO COME]

**SOLAR PROJECT
LEASE AGREEMENT**

This Lease Agreement (this "Lease") is made and entered into as of the ___ day of ___, ___, ("Effective Date") by and between the _____ of ___, ___, a municipal corporation ("Lessor"), with an office at _____, and _____, with an office at _____ ("Lessee").

WITNESSETH:

WHEREAS, the Lessor owns property commonly known as _____ in _____, _____ and more particularly described on Exhibit A and depicted in Exhibit A-1 attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Lessee desires to lease the Premises for the purpose of placing on it a solar photovoltaic electronic generating facility with a nameplate rating of approximately up-to _____ megawatts ac and ancillary or related services and facilities thereto (the "Solar Electric Facility" as further described on Exhibit B hereto) used in the provision of reliable and reasonably priced electric power to certain members of Lessee; and

WHEREAS, Lessee will sell the electric energy and certain related products produced by the Solar Electric Facility, among other such facilities, to Lessor [and has or will enter into an interconnection agreement with the Lessor regarding the electric interconnection of the Solar Electric Facility with Lessor's electric utility system ("Interconnection Agreement")]; and

WHEREAS, the Lessee has agreed to cause the Solar Electric Facility, as hereinafter defined, to be constructed, improved, repaired, replaced and operated on the Premises; and

WHEREAS, Lessor and Lessee desire to set forth in writing the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual obligations, representations and promises contained in this Lease, the parties hereto agree as follows:

1. DESCRIPTION

1.01 Lessor hereby leases to Lessee and Lessee rents from Lessor the Premises. This Lease and the Premises are subject to all liens, encumbrances, conditions, rights, easements, restrictions, rights-of-

way, covenants, other matters of record and zoning and building laws, ordinances, regulations and codes governing the Premises.

2. TERM AND RENT

2.01 Term. Lessee's obligation to pay rent and occupy the Premises in accordance with this Lease shall begin on the Effective Date and be co-terminus with the length of the Power Sales Contract approved by Lessor in duly enacted [Ordinance/Resolution] No. _____ and designated as AMP Contract No. _____ and for six (6) months thereafter ("Lease Term"), unless terminated earlier for any reason set forth in this Lease.

2.02 Rent. During the Lease Term, Lessee shall pay rent to Lessor, without notice or demand and without abatement, reductions, or set-off for any reason, at Lessor's office at _____. Rent shall be payable as follows: [One Dollar (\$1.00)] on the date this Lease is signed by both parties covering the period from such date to the end of the Lease Term.

2.03 Taxes. Lessee shall be responsible for and pay any and all property taxes and assessments levied against the land, project rights or equipment as may accrue during the Lease Term.

3. USE OF PREMISES

3.01 Lessee shall have the right to use the Premises for the construction, operation and maintenance of the following items: Solar Electric Facility and facilities connecting the Solar Electric Facility and all necessary and reasonable purposes associated therewith, [except that, any use shall be subject to Sec. 11.23 of this Lease]. Lessee shall make no alterations, or actions to the Premises without permission of Lessor, except as may be provided herein. Lessor has no right and shall not claim a right in any fixture placed on the Premises, except as may be claim as a result of abandonment, default or termination of this Lease as herein provided. Lessor shall mow and maintain the Property and keep the Premises free from becoming a nuisance condition during the Lease Term.

4. LAWS AND REGULATIONS

4.01 Compliance with Legal Requirements. Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and offices of these governments ("Legal Requirements") throughout the term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or

extraordinary, except that any compliance with Legal Requirements associated with Lessor's use of the Property prior to the effective date of this Lease shall be the sole responsibility of the Lessor.

4.02 Contest of Legal Requirements. Lessee shall have the right, after prior written notice to Lessor, to contest the validity of any Legal Requirements by appropriate legal proceedings, provided Lessor shall not be subject to any criminal or civil liability as a result of any legal contest. Lessee shall indemnify and hold Lessor harmless from all loss, claims, and expenses, including reasonable attorneys' fees, as a result of Lessee's failure to comply with Legal Requirements or any contest relating to Legal Requirements, except any contest of any Legal Requirement enacted by Lessor, subsequent to the effective date hereof.

5. LIENS AND ENCUMBRANCES

5.01 Creation Not Allowed. Lessee shall not create, permit or suffer any mechanics' or other lien or encumbrance on or affecting the Premises or the fee estate or reversion of Lessor except as may be specifically permitted in this Lease.

5.02 Lessor Not Liable For Labor, Services, or Materials Furnished to Lessee. Lessor shall not be liable for any labor, services, or materials furnished to or to be furnished to Lessee or any sublessee in connection with any work performed on or at the Premises after the execution of this Lease and no mechanics' liens or other lien or encumbrance for any labor, services, or materials shall attach to or affect Lessor's fee estate or reversion in the Premises.

6. INSURANCE AND INDEMNITY

6.01 Fire and Extended Coverage Insurance. At all times during the term of this Lease, Lessee shall maintain, at its sole cost, insurance or self-insurance covering its property located on the Premises.

6.02 Property and Personal Injury Liability Insurance. At all times during the Lease Term, Lessee shall maintain, at its sole cost, commercial general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Premises, Lessee's property located thereon and Lessee's activities thereon. The insurance shall be carried by insurance companies authorized to transact business in [_____], selected by Lessee and approved by Lessor, with such approval to not be unreasonably withheld. In addition, the following conditions shall be met:

- a) The insurance provided pursuant to this Paragraph 6.02 shall be in an amount equal

to the value of the property for damage, and in an amount equal to Lessee's liability coverage currently in effect under an umbrella liability policy maintained by Lessee for personal and accident injury, which amount is currently in excess of [_____] Dollars.

b) The insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Premises and any successors and assigns of this Lease. The insurance policy or policies shall name both Lessor and Lessee as insured.

c) The amounts of insurance shall be increased as Lessor may reasonably require from time to time to account for inflation, or generally increased insurance settlements or jury verdicts.

6.03 Indemnification. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from Lessee's use of the Premises or any property on the Premises, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the Premises, or occasioned by the failure of Lessee to maintain the Premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage or injury not caused by Lessor's negligent or intentional acts or omissions, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.

7. CONDEMNATION

7.01 Although the parties agree that the Premises are and will continue to be dedicated to public use, nonetheless it is possible that the state and federal governments may attempt to acquire all or any part of the Premises for other public or quasi public purposes by condemnation in an action or proceeding in eminent domain. Upon such taking, should such taking destroy the current use, this Lease shall terminate and Lessor shall be entitled to receive the entire award or compensation for the taking of the Premises or any part of the Premises, except Lessee shall be entitled to any damages specifically awarded to it.

8. MORTGAGES NOT PERMITTED

8.01 Lessee shall not be permitted to mortgage or otherwise encumber Lessee's leasehold

interest in the Premises without Lessor's prior written consent.

9. **DEFAULT**

9.01 **Events of Default.** Any one or more of the events listed in Sub-paragraphs (a) through (e) of this Paragraph 9.01 shall constitute a default under this Lease (each, an "Event of Default").

- a) Lessee's failure to pay rent within forty-five (45) days after the rent becomes due and payable in accordance with the terms, covenants and agreements of this Lease.
- b) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease, and continuation of this failure for a period of thirty (30) days after Lessor's written notice to Lessee specifying the nature of Lessee's failure; however, a failure as described in this Subparagraph (c) shall not constitute a default if it is curable but cannot with reasonable diligence be cured by Lessee within a period of thirty (30) days, and if Lessee proceeds to cure the failure with reasonable diligence and in good faith,
- c) Lessee's abandonment of the Premises and improvements. For the purposes of this Lease, "abandonment" shall be defined as vacating the Premises with the intention of not returning.
- d) The occurrence of both the following events at the date of the commencement of this Lease or during the Term:
 - i) Filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of Lessee's property, by or against Lessee in any court pursuant to any statute either of the United States or of any state.
 - ii) Lessee's failure to secure a dismissal of the petition within sixty (60) days after its filing.
- e) Lessee's assignment of the leasehold interest under this Lease for the benefit of creditors.

9.02 **Notice of Election to Terminate Lessee's Possession.** If any Event of Default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease after thirty (30) days from the

date of service of notice of the election. If this notice is given, then at the expiration of the thirty (30) days all Lessee's rights, title and interest in the Premises shall expire completely, and Lessee shall quit and surrender the Premises to Lessor without penalty or recourse whatsoever.

9.03 Lessor's Entry After Termination of Lessee's Possession. At any time after the termination of Lessee's right of possession under this Lease, Lessor may enter and possess the Premises by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Premises. If Lessor takes the actions described in this Paragraph 9.03, Lessor may then possess the Premises.

9.04 Rent on Expiration or Termination. The expiration of this Lease or termination of Lessee's right of possession shall not relieve Lessee of its liability and obligation to pay the rent and any other charges accrued prior to these events, or relieve Lessee of liability for damages for breach. These liabilities and obligations of Lessee shall survive any expiration or termination of the Lease or any entry and possession by Lessor. Upon expiration or termination, Lessor shall be entitled to keep all prepaid rent and Lessee waives any claim therefore.

9.05 Costs Incurred Due to Breach. Lessee expressly agrees to pay all expenses that Lessor may incur for reasonable attorney's fees or brokerage commissions, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease restoring the Premises to good order and condition, or otherwise repairing the same and for maintaining the Premises and any of Lessee's property left on the Premises, or for disposing of any of Lessee's property left on the Premises.

10. EXPIRATION OF TERM

10.01 Lessee's Delivery of Possession after Termination or Expiration. On the expiration date of this Lease, or the termination of Lessee's possession under this Lease, or any entry or possession of the Premises by Lessor after a default (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Premises, remove its property and deliver to Lessor actual possession and ownership of the Premises in good order, condition and repair. Lessee shall remove its property from the Premises and dispose of it in accordance with generally recognized engineering principles at the time the property is removed and in accordance with all applicable laws, rules and regulations. Lessee shall be responsible for any cleaning of waste, hazardous waste, or other substance placed on the Premises during the Term and repair any surface damage; further, if clean up of the Premises is recommended or ordered by EPA or other governmental officials, including local, state or federal, as a result of Lessee's action or

omission during the Term, Lessee will indemnify Lessor for and defend Lessor against all claims made and fines assessed in regard thereto, including reasonable attorney fees associated therewith. Finally, in the event decommissioning is required, Lessee shall cause the decommissioning at its expense and post any required bond or security associated therewith.

11. GENERAL PROVISIONS

11.01 No Waiver of Breach. The failure of either party to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt or payment of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

11.02 Waiver of Any Provision Must Be Written. No provision of this Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute or otherwise.

11.03 Entire Agreement. This Lease contains the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

11.04 Notices. All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth above. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 11.04.

11.05 Lessor's Entry and Inspection of Premises. Lessor, or its agents or designee, shall have the right to enter the Premises during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this

Lease continuing beyond the applicable periods of grace. Any entry by Lessor shall be made pursuant to Lessee's safety and security procedures.

11.06 Partial Invalidity or Unenforceability. If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

11.07 Individuals Benefited by Lease. This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective successors, and assigns except as otherwise provided in this Lease.

11.08 Effective Date. This Lease shall be effective and the term shall commence on the Effective Date.

11.09 Authority. The undersigned specifically represent that they are authorized to execute this Lease and that the parties have the right and capacity to perform the acts contemplated by this Lease.

11.10 Engineering Standards and Laws. Lessee shall conduct its activities on the Premises in a good and workmanlike manner and in accordance with acceptable construction and engineering standards and in compliance with all applicable federal, state and local laws, rules and regulations.

11.11 No Warranty. Lessor does not warrant or represent that the Premises are safe, healthful or suitable for the purposes for which it is permitted to be used under the terms of this Lease.

11.12 City Officials Not Liable. No city official or employee shall be personally liable for any matter arising from or in any way connected to this Lease.

11.13 Memorandum of Lease. If Lessee desires to record a Memorandum of Lease, Lessee shall pay for its preparation and recordation.

11.14 Utilities. Lessee shall pay all utility charges, if any, including, but not limited to water, gas, electricity and sewer, used in and about the Leased Premises, all such charges to be paid by Lessee to the utility company or municipality furnishing the same before the same shall become delinquent.

11.15 Transfer, Assign or Sublet. Lessee may not transfer, assign or sublet this Lease or any sublease without written consent of Lessor, which consent shall not be unreasonably withheld.

11.16 Mutual Waiver of Subrogation. Each party hereby waives any and all claims which arise or which may arise in its favor and against the other party hereto during the Lease Term or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or

constituting a part of the Solar Electric Facility, to the extent that such loss or damage is recovered under an insurance policy or policies and to the extent such policy or policies contain provision(s) permitting such waiver of claims. Each party agrees to request its insurers to issue policies containing such provisions.

11.17 Estoppel Certificate. Lessor and Lessee shall execute and deliver to each other, within 15 business days after request therefor by the other party, a certificate addressed as indicated by the requesting party and stating:

- (a) whether or not this Lease is in full force and effect;
- (b) whether or not this Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments;
- (c) whether or not there are any existing defaults or Events of Default hereunder known to the party executing the certificate, and specifying the nature thereof;
- (d) whether or not any particular Article, Section, or provision of this Lease has been complied with; and
- (e) such other matters as may be reasonably requested by the requesting party.

11.18 Counterparts. This Lease may be executed in counterparts, each of which shall constitute original documents, but all of which together shall constitute one and the same instrument.

11.19 Applicable Law. This Lease shall be interpreted and enforced in accordance with the laws of the State of [_____].

11.20 Headings. The headings of the several sections hereof are inserted for convenience only and shall not control or affect the interpretation of the provisions hereof.

11.21 Force Majeure. If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of an event of force majeure, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

11.22 No Joint Venture. Nothing contained in this Lease shall be interpreted as creating a joint venture, partnership, or any other relationship between the parties, other than the relationship described in this Lease.

11.23 [Reserved for Any Applicable Environmental Restrictions]

11.24 Quiet Enjoyment and Warranty of Title. Lessor covenants that Lessee, upon payment of the rentals reserved herein and the performance of each and every one of the covenants, agreements and conditions on the part of Lessee to be observed and performed, shall and may, peaceably and quietly, have, hold and enjoy the Premises for the term aforesaid, free from molestation, eviction or disturbance (except as allowed or permitted by this Lease). Lessor warrants that Lessor holds a fee simple interest in the Premises and that the Premises are free of any liens, encumbrances or restrictions of any kind that may interfere with Lessee's anticipated use of the Premises.

[Remainder of Page Intentionally Left Blank]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the Effective Date.

AMERICAN MUNICIPAL POWER, INC.

By: _____

By: _____

Name: _____

Marc S. Gerken, P.E.

Title: _____

President / CEO

Approved as to Form:

By: _____

John W. Bentine

Senior VP and General Counsel

EXHIBIT A

PREMISES DESCRIPTION

[Legal Description to be inserted.]

EXHIBIT A-1

PREMISES DEPICTION

[Depiction of Premises to be inserted.]

EXHIBIT B

PROJECT DESCRIPTION

Up to _____ kW ac of solar generation facilities electrically connected to the _____, _____ distribution system and located at _____, _____, _____.

5



Town of Front Royal, Virginia Work Session Agenda Form

Date: July 6, 2015

Agenda Item: Renovations for Offices and Warehouse – Energy Services Facility

Summary: Staff has been working over the past three years to consolidate and improve the Energy Services facilities. To control and reduce cost, Town staff has been completing the site work internally along with project management. A major component in the process is the renovation of the existing building into offices and warehouse. The work includes the interior renovation of an existing pre-engineered metal building of approximately 8000 square feet located at 1100 Manassas Extended into 60% offices and 40% warehouse space. The project includes wood framing, gypsum board walls and ceilings, interior doors, hollow metal frames, new windows, plumbing, mechanical and electrical work.

Council Discussion:

Staff Evaluation: Staff along with our architectural firm, Baughan & Baukhages prepared and issued an RFP for the renovations of the existing building. The Town of Front Royal received eight (8) proposals from firms qualified to complete the work. Staff reviewed all proposals in accordance with the drawings, documents and specifications prepared by Baughan & Baukhages as part of the bid package.

Budget/Funding: Funding for the project was encumbered in the FY 13-14 and FY 14-15 year.

Legal Evaluation:

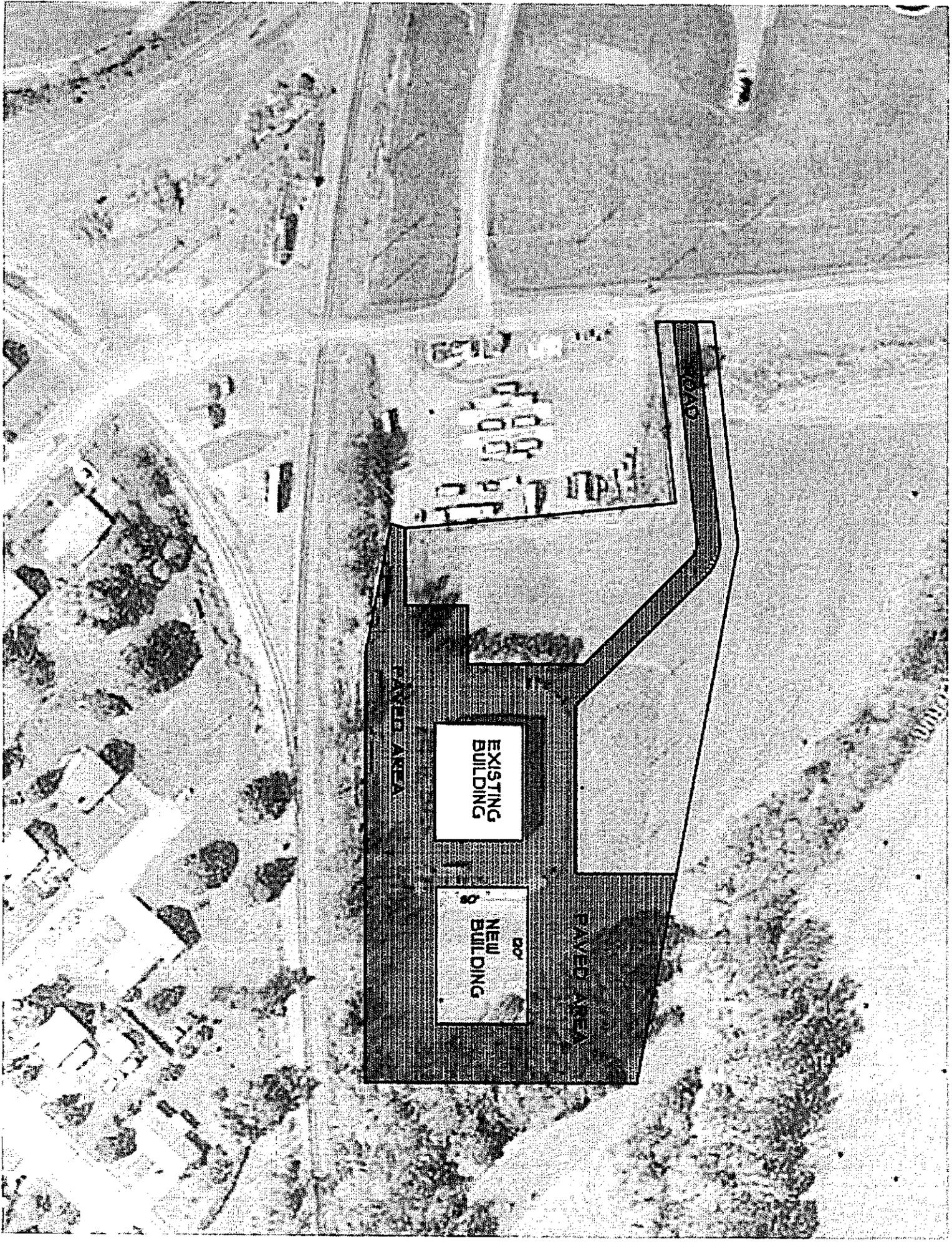
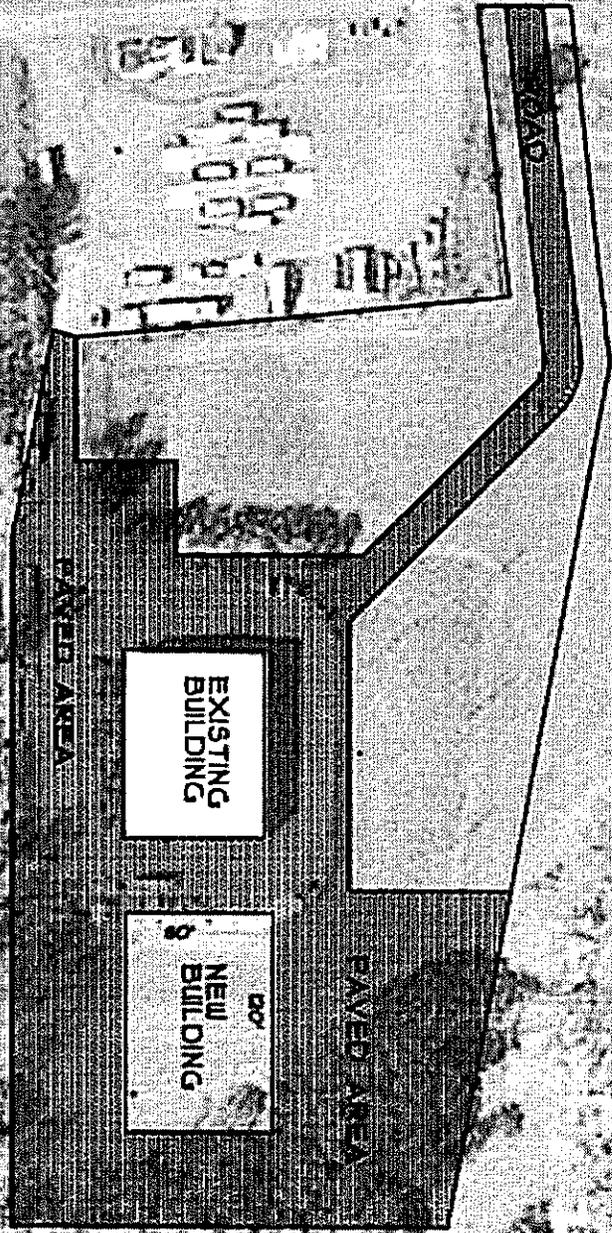
Staff Recommendations: Staff recommends approval of contract with Lantz Construction of Winchester to complete the renovations of the Energy Services existing building located at 1100 Manassas Extended to accommodate offices and warehouse space for the cost of \$ 348,000.

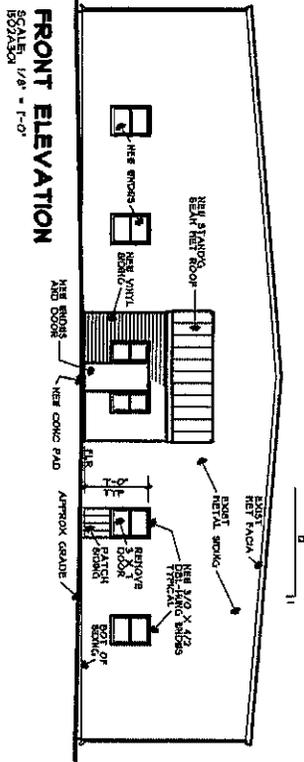
Town Manager Recommendation:

Council Recommendation:

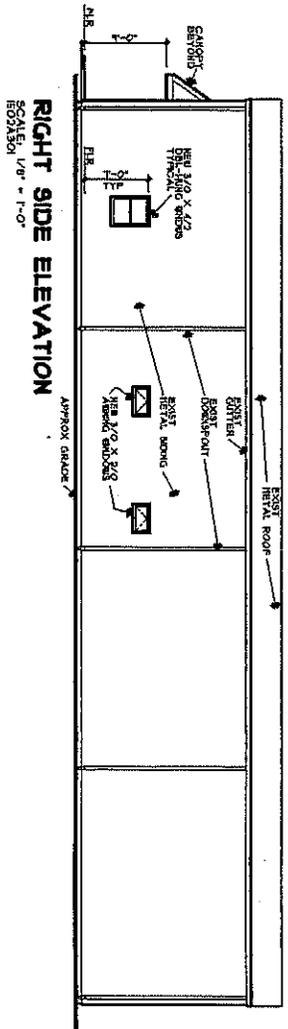
Additional Work Session Regular Meeting No Action
Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session

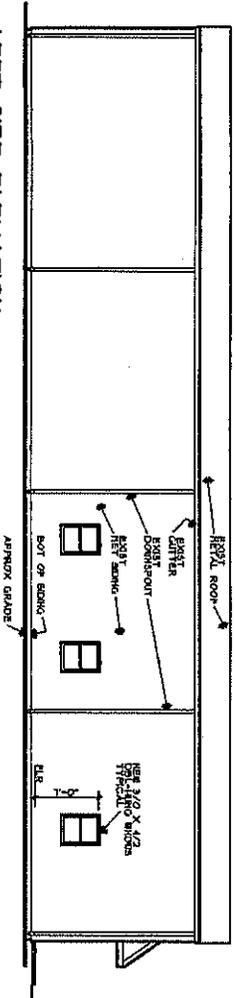




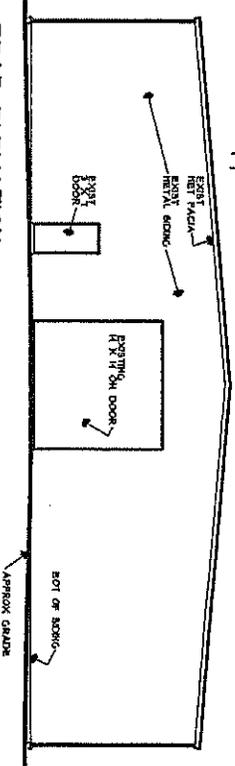
FRONT ELEVATION
SCALE: 1/8" = 1'-0"
R02A301



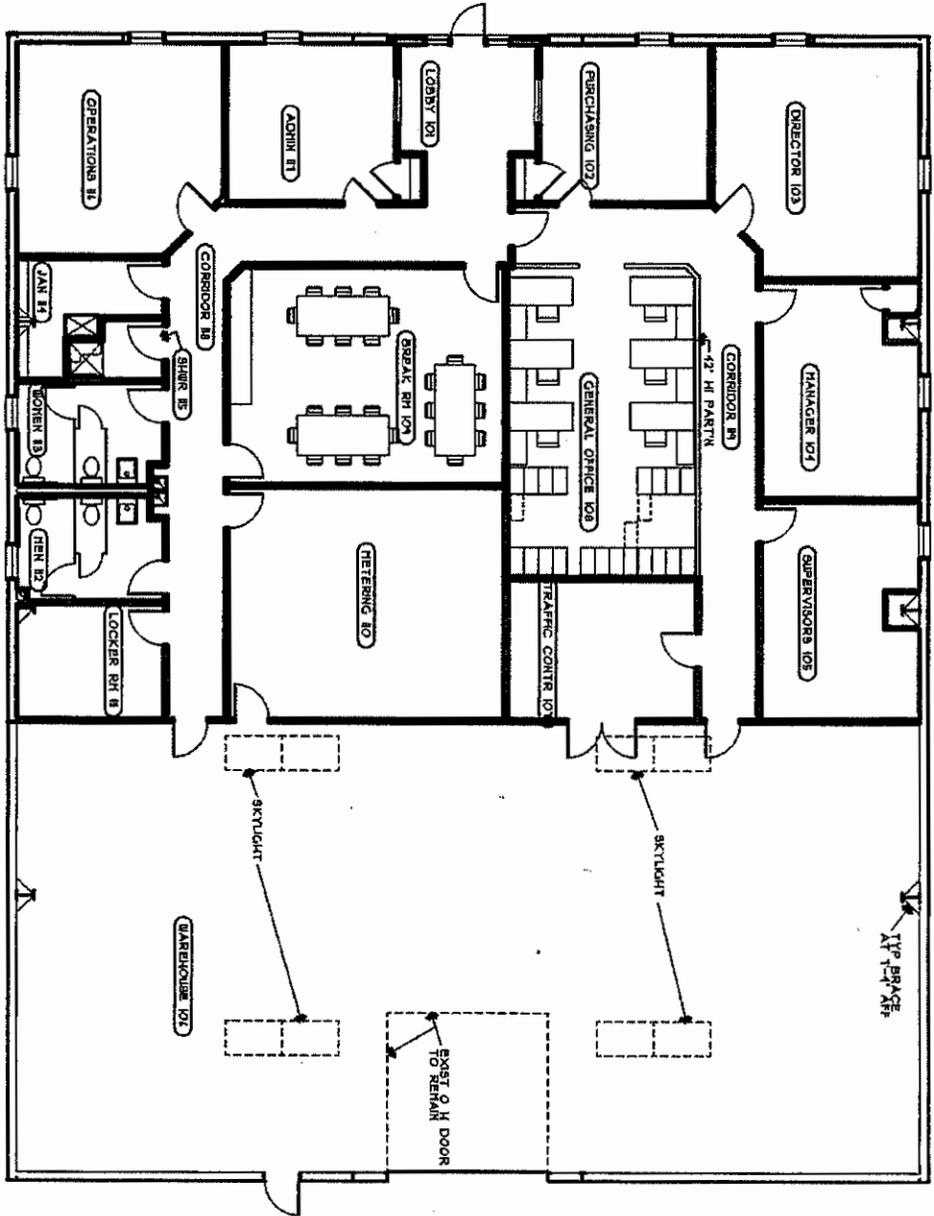
RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"
R02A301



LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"
R02A301



REAR ELEVATION
SCALE: 1/8" = 1'-0"
R02A301



FLOOR PLAN
 SCALE: 1/8" = 1'-0"
 1503A701

TOWN OF FRONT ROYAL, VIRGINIA

Quotation Tabulation

Item: ELECTRIC DEPARTMENT RENOVATIONS FOR OFFICES & WAREHOUSE

Quotation N/A

Date: June 11, 2015

Replied 6

Vendor Quotation

| | LCW (LANTZ OF WINCHESTER) | LANTZ CONSTRUCTION | BAUGHAN CONSTRUCTION COMPANY | LOUDIN BUILDING SYSTEMS | HAMMERHEAD CONSTRUCTION | KEE CONSTRUCTION |
|--|---------------------------------|-----------------------|------------------------------------|-------------------------------|----------------------------|---------------------|
| QUANTITY | WINCHESTER QUOTATION | BROADWAY QUOTATION | LURAY QUOTATION | LOUISA QUOTATION | DULLES QUOTATION | QUOTATION |
| RENOVATIONS FOR OFFICES AND WAREHOUSE FOR THE DEPARTMENT OF ENERGY SERVICES | \$345,000.00 | \$362,867.00 | \$388,000.00 | \$419,000.00 | \$419,000.00 | \$428,101.00 |
| ALTERNATE #1 - COST TO ADD NETWORK DROPS TO PROJECT | \$3,000.00 | \$3,000.00 | \$2,903.00 | \$6,600.00 | \$3,200.00 | \$3,479.00 |
| TOTAL QUOTATION | | | | | | |

The above quotations have been verified for compliance with the terms and conditions of the specifications.


Purchasing Agent

PROPOSAL

TO: Town of Front Royal
520 East 6th Street
Front Royal, Virginia 22630

Attention: Cindy Hartman

The undersigned has received the Documents titled Renovations for Offices and Warehouse for Front Royal Energy Services, 1100 Manassas Avenue, Front Royal, Virginia 22630.

I have also received Addenda Nos. 1, 2, and have included their provisions in my Proposal. I have examined both the documents and the site and propose to furnish all labor, materials, equipment and services necessary to perform the work for Renovations for Offices and Warehouse for Front Royal Energy Services, 1100 Manassas Avenue, Front Royal, Virginia 22630 in strict accordance with Drawings, Documents and Specifications prepared by Baughan & Baukhages, Architects, AIA dated May 20, 2015.

In submitting this Proposal, I agree:

1. To hold my bid open until August 10, 2015
2. To enter into and execute a Contract, if awarded on the basis of this Proposal, and to furnish Guarantee Bonds in accord with the General Conditions of this Contract, and the Supplementary Instructions to Bidders.
3. To accomplish the work in accord with Contract Documents.

I will construct this Project as outlined as the Contract Sum of the General Conditions for the lump sum of

Three hundred forty five thousand dollars & no cents
DOLLARS (\$ 345,000.00).

I submit the following to be added or deducted from the Base Bid if any or all of the listed Alternates are elected by the Owner. See Division 1, Section 01030 - Alternates:

| | <u>Add to</u> <u>Base Bid</u> | <u>Deduct from</u> <u>Base Bid</u> |
|--|----------------------------------|---------------------------------------|
| If Alternate No. 1 is accepted by Owner. | \$ <u>3000.00</u> | \$ <u>N/A</u> |

The undersigned designates his office of record, to which notices may be mailed as:

LCW Construction
221 Aviation Drive
Winchester, VA 22602

I propose to complete the Project in One Hundred and (120) calendar days.
Twenty

I am registered as a Contractor under Title 54, Chapter 7, Code of Virginia, 1950, Certificate No.
2701 027775, 2016.

I have attached Certified Check or Bid Bond in the amount of 5% to this Proposal. The Base Bid stated includes all sales taxes, excise taxes, and other taxes for all materials, appliances, and services subject to and upon which taxes are levied.

SIGNED: Steven L. Diehl, Vice President

BY: Steven L. Diehl, Vice President

BUSINESS ADDRESS: 221 Aviation Drive
Winchester, VA 22602

DATE: June 11, 2015

END OF SECTION 00401

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lantz Construction Company of Winchester, Inc.
221 Aviation Drive
Winchester, VA 22602

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1400 American Lane, Tower I, 18th Floor
Schaumburg, IL 60196-1056

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)

Town of Front Royal
102 East Main Street
Front Royal, VA 22630

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

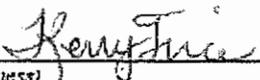
Renovations for Offices and Warehouse, Front Royal Energy Services - Interior remodeling and alterations

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

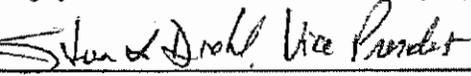
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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.

Signed and sealed this 11th day of June, 2015

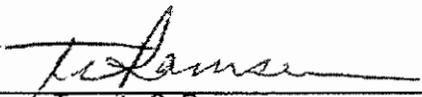


(Witness)

Lantz Construction Company of Winchester, Inc.
(Principal) (Seal)

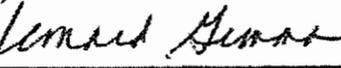
By: 

(Title)



(Witness) Teresita C. Ramseur

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

By: 

(Title) Leonard Gemma Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Robert CONNOLLY, Douglas A. CROWE, Brian L. MACK, Teresita C. RAMSEUR, Leonard GEMMA and Stephen B. ARNOLD**, all of Washington, District of Columbia, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Gerald F. Haley

By: _____
*Assistant Secretary
Gerald F. Haley*

Geoffrey Delisio

*Vice President
Geoffrey Delisio*

State of Maryland
County of Baltimore

On this 14th day of May, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



RETURN OF THIS PAGE IS REQUIRED.

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete the Proof of Authority to Transact Business in Virginia form on page 32 of this solicitation and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information

Pursuant to VPPA §2.2-4311.2, the bidder must include the following information:

- is a corporation or other business entity with the following SCC identification number:
02794980 -OR-
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-
- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.
- NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: Steven L. Diehl Title: Vice President Date: 6/11/2015

Client#: 641947

60LANTZCON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/02/2015

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).

PRODUCER: BB&T Insurance Services, Inc. 24 Rouss Avenue Winchester, VA 22601 540 662-3865. CONTACT NAME: PHONE (A/C, No. Ext): 540 662-3865 FAX (A/C, No): (866)328-1325. INSURED: Lantz Construction Co of Winchester Inc 221 Aviation Drive Winchester, VA 22602. INSURER(S) AFFORDING COVERAGE: Cincinnati Insurance Company NAIC #: 10677.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADOLSUBR INSR WYVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks & Schedule, if more space is required)

CERTIFICATE HOLDER: Lantz Construction Co. of Winchester, Inc. 221 Aviation Drive Winchester, VA 22602. 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: James J. Young

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DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
COMMONWEALTH OF VIRGINIA

EXPIRES ON
04-30-2016

8980 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

NUMBER
2701027775

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS BLD

LANTZ CONSTRUCTION CO OF WINCHESTER INC
221 AVIATION DRIVE
WINCHESTER, VA 22602



Jay W. DeBow
Jay W. DeBow, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER
THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)



PROPOSAL

To: Town of Front Royal
520 East 6th Street
Front Royal, Virginia 22630
Attention: Cindy Hartman

The undersigned has received the Documents titled Renovations for Offices and Warehouse for Front Royal Energy Services, 1100 Manassas Avenue, Front Royal, Virginia 22630.

I have also received Addenda Nos. 1, 2 and have included their provisions in my Proposal. I have examined both the documents and the site and propose to furnish all labor, materials, equipment and services necessary to perform the work for Renovations for Offices and Warehouse for Front Royal Energy Services, 1100 Manassas Avenue, Front Royal, Virginia 22630 in strict accordance with Drawings, Documents and Specifications prepared by Baughan & Baukhages, Architects, AIA dated May 20, 2015.

In submitting this Proposal, I agree:

- 1. To hold my bid open until AUGUST 11, 2015
2. To enter into and execute a Contract, if awarded on the basis of this Proposal, and to furnish Guarantee Bonds in accord with the General Conditions of this Contract, and the Supplementary Instructions to Bidders.
3. To accomplish the work in accord with Contract Documents.

I will construct this Project as outlined as the Contract Sum of the General Conditions for the lump sum of THREE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND 00/100 DOLLARS (\$ 362,867.00).

I submit the following to be added or deducted from the Base Bid if any or all of the listed Alternates are elected by the Owner. See Division 1, Section 01030 - Alternates:

Table with 2 columns: Add to Base Bid, Deduct from Base Bid. Row 1: If Alternate No. 1 is accepted by Owner, \$ 3,000.00, \$ _____

The undersigned designates his office of record, to which notices may be mailed as: 539 South Main Street, Broadway, VA 22815

I propose to complete the Project in _____ () calendar days.

I am registered as a Contractor under Title 54, Chapter 7, Code of Virginia, 1950, Certificate No. 2701 006397, 20_____.

I have attached Certified Check or Bid Bond in the amount of 5% to this Proposal. The Base Bid stated includes all sales taxes, excise taxes, and other taxes for all materials, appliances, and services subject to and upon which taxes are levied.

SIGNED: [Signature]
BY: Douglas G. Driver
BUSINESS ADDRESS: 539 South Main Street, Broadway, VA 22815
DATE: 6/11/2015

Lantz Construction Company
539 South Main Street
Broadway, VA 22815-0515
540.896.8911 Tel
866.526.8922 Toll free
540.896.6502 Fax

RETURN OF THIS PAGE IS REQUIRED.

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete the Proof of Authority to Transact Business in Virginia form on page 32 of this solicitation and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information

Pursuant to VPPA §2.2-4311.2, the bidder must include the following information:

- is a corporation or other business entity with the following SCC identification number:
0086852-1 -OR-
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-
- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.
- NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed:  Title: President Date: 6/11/2015

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

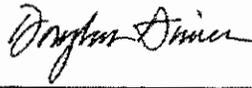
In compliance with this Invitation for Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

LEGAL NAME & ADDRESS OF FIRM:

Lantz Construction Company

539 South Main Street

Broadway, VA 22815

By: 

Company's Legal Name Authorized Representative - Signature in Ink

Printed Name: Douglas G. Driver

Title: President

Date: 6/11/2015

Phone: (540) 896-8911

Email: ddriver@lantzcc.com

Fax: (540) 896-6502

VA SCC Business Registration # 0086852-1

"Proof of Authority to Transact Business in VA"

CORPORATE SEAL

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Lantz Construction Company

539 S. Main St

Broadway, VA 22815

SURETY (Name, legal status and principal place of business):

Fidelity and Deposit Company of Maryland

1400 American Way

Schaumburg, IL 60196

OWNER (Name, legal status and address):

Town of Front Royal

102 East Main St

Front Royal, VA 22630

Bond Amount: Five Percent of Total Bid Amount

PROJECT : (Name, location or address, and Project number, if any):

Renovations for Offices and Warehouse for Front Royal Energy Services

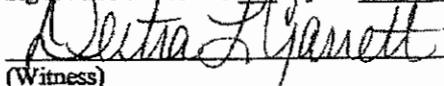
Interior Renovations of an existing 8,000 SF PEMB located at 1100 Manassas Ave. Front Royal, VA 22630

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

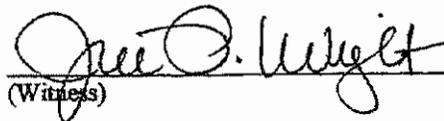
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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.

Signed and sealed this 9th day of June, 2015



(Witness)

(Seal)



(Witness)

(Seal)

Lantz Construction Company

(Principal)

(Seal)

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

(Title)

Beth A. Martin, Attorney In Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GEOFFREY DELISIO, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Ruth M. WRIGHT, Jill P. WRIGHT, Norma T. LEE and Beth A. MARTIN**, all of Harrisonburg, Virginia, **EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of October, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



Eric D. Barnes

By _____
*Assistant Secretary
Eric D. Barnes*

Geoffrey Delisio

*Vice President
Geoffrey Delisio*

State of Maryland **FOR YOUR PROTECTION,**
City of Baltimore **LOOK FOR THE ZURICH WATERMARK**

On this 3rd day of October, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GEOFFREY DELISIO, Vice President**, and **ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



AIA[®] Document A305[™] - 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Baughan & Baukhages, PLLC

ADDRESS: 1 Cave Street
Luray, VA 22835

SUBMITTED BY: Lantz Construction Co. of Winchester, Inc.

NAME: Lantz Construction Co. of Winchester, Inc.

ADDRESS: 221 Aviation Drive, Winchester, VA 22602

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: (If applicable) Renovations for Offices and Warehouse - Front Royal Energy Svc.
TYPE OF WORK: (file separate form for each Classification of Work)

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: (Specify)

§1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 31

§ 1.2 How many years has your organization been in business under its present business name? 29

§ 1.2.1 Under what other or former names has your organization operated?

Lantz Construction Company

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 1986

§ 1.3.2 State of incorporation: Virginia

§ 1.3.3 President's name: Max Clauerbuck

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.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

Steven L. Diehl

§ 1.3.5 Secretary's name: Steven L. Diehl

§ 1.3.6 Treasurer's name: Allen D. Ervin

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Virginia License Number: 2701 027775 "A" Contractor
West Virginia License Number: WV002797
Maryland License Number: 10553266

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Carpentry, Concrete, Masonry, Insulation
Metal-Steel Erection, Structural Steel, Pre-Engineered Metal Buildings
Site Work, Acoustical Ceilings, Light Gage Metal Framing

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

| No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

| See Attached

§ 3.4.1 State total worth of work in progress and under contract:

| \$ 9,800,000

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

| See Attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:

| \$ 18,200,000

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

| See Attached Resumes

§ 4 REFERENCES

§ 4.1 Trade References:

Construction Materials Group
240 Lenoir Drive
Winchester, VA 22603
540-574-4821

Frederick Block
P.O. Box 696
Winchester, VA 22601
540-667-1261

Winchester Rental LLC
2641 Papermill Road
Winchester, VA 22601
540-450-2121

§ 4.2 Bank References:

BB&T
115 N. Cameron Street
Winchester, VA 22601
Attn: John Keller

Wells Fargo
201 N. Loudoun Street
Winchester, VA 22601
Attn: Ronda Gross

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

Fidelity & Deposit Company of Maryland

§ 4.3.2 Name and address of agent:

Steven Arnold
Lockton Companies
12150 Monument Drive
Fairfax, VA 22033

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Yount, Hyde, & Barbour, P.C. 12/31/2014

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

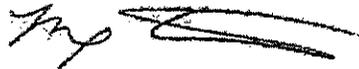
Yes

§ 6 SIGNATURE

§ 6.1 Dated at Winchester VA this 15th day of March 2015

Name of Organization: Lantz Construction Co. of Winchester

By: Max Clatterbuck



Title: President

§ 6.2

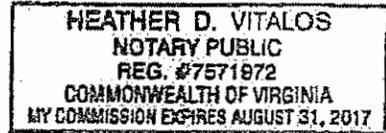
Mr. Max Clatterbuck being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 15th day of March 2015

Notary Public: Heather Vitalos 7571972

Heather D. Vitalos

My Commission Expires: 9/31/2017





PROJECTS IN PROGRESS

- 1) **Name of Project:** Western Loudoun Sheriff Station
Address: 47 W. Loudoun St., Round Hill, VA 20142
Owner Name: Loudoun County Board of Supervisors
Address: 801 Sycolin Road S.E., Suite 310, Leesburg, VA 20175
Contact: Dany Ramia
Phone Number: 571-258-3446
Engineer/Architect: Dewberry
Address: 8401 Arlington Blvd, Fairfax, VA 22031
Contact: Mark Kuczynski
Phone Number: 703-849-0100
Contract Amount: \$4,373,300
Percent Complete: 25%
Start Date: January 2015
Finish Date: May 2016
Description: A LEED certified project for the construction of a new 8,775 SF, single-story load bearing masonry structure with light gauge metal trusses consisting of administrative offices, secure detention facilities, Sally Port, support facilities, and community room. Site development work includes structural demolition, earthwork, utility installation, storm drainage and detention pond, site concrete, asphalt paving, GEOPave porous pavement system, and high speed electronic security gates.

2) **Name of Project:** Warren County Health & Human Services Improvements
Address: 465 West 15th St., Front Royal, VA 22630
Owner Name: Warren County, VA
Address: 220 North Commerce St., Front Royal, VA 22630
Contact: Doug Stanley
Phone Number: 540-636-4600
Engineer/Architect: Moseley Architects
Address: 50 West Market Street, Harrisonburg VA 2801
Contact: Anthony Bell
Phone Number: 540-434-1346
Contract Amount: \$5,510,000
Percent Complete: 55%
Start Date: November 2014
Finish Date: November 2015
Description: Redo 6.48 Acre parking lot include new storm sewer, new water main and branch lines, new sanitary sewer laterals, new underground electrical service, new lighting, new curb and gutter and sidewalks, new asphalt paving, and bio retention filters. Interior and exterior modifications to old school with complete MEP systems replacements.

3) **Name of Project:** Burke & Herbert Bank
Address: Crystal City
Owner Name: Burke & Herbert Bank
Address: 2836 Duke St., Alexandria, VA 22150
Contact: Adrian Williams
Phone Number: 571-447-0519
Engineer/Architect: Architect Group Practice
Address: 415 North Alfred Street, Alexandria, VA 22314
Contact: Andy Schiefer
Phone Number: 703-549-0809
Contract Amount: \$ 330,000
Percent Complete: 75 %
Start Date: March 2015
Finish Date: June 2015
Description: Interior renovations to existing bank

4) **Name of Project:** Popeye's Spring Mills
Address: Intersection of I81 and WV Route 901
Owner Name: ZJZL Inc.
Address: 160 Inez LN, Stephens City, VA
Contact: Christina Tu
Phone Number: 540-550-8920
Engineer/Architect: Architrave
Address: 157 Broad Street, Red Bank, NJ
Contact: Jose Santos
Phone Number: 732-212-0007
Contract Amount: \$850,000
Percent Complete: 50%
Start Date: April 2014
Finish Date: July 2014
Description: Site development and base build of a new Popeyes restaurant.

5) **Name of Project:** East Broad Way Streetscape
Address: East Broad Way Street, Lovettsville, VA
Owner Name: Town of Lovettsville
Address: 6 East Pennsylvania Ave., Lovettsville, VA
Contact: Karin Fellers
Phone Number: 540-822-5788
Engineer/Architect: Pennoni Associates
Address: 208 Church St., SE Leesburg, VA
Contact: Karl Schaeffer
Phone Number: 540-421-4936
Contract Amount: \$1,500,000
Percent Complete: 50 %
Start Date: March 2015
Finish Date: September 2015
Description: Redo 1400 LF of street to include new storm sewer, new water main and branch lines, new lighting, new curb and gutter and sidewalks, and new asphalt paving.

7) **Name of Project:** Utopia interior build-out
Address: Stonewall Plaza, Winchester, VA 22604
Owner Name: Utopia Salon
Address: 343 Sunnyside Plaza, Winchester, VA 22604
Contact: Laura Kline
Phone Number: 540-409-7063
Engineer/Architect: Design/Build
Address: N/A
Contact: N/A
Phone Number: N/A
Contract Amount: \$ 186,800.00
Percent Complete: 90%
Start Date: March 2015
Finish Date: June 2015
Description: Complete interior build-out(2700 sqft) of unoccupied space for use as a Salon & Treatment center

8) **Name of Project:** Dominion Power build-out
Address: Herndon, VA
Owner Name: Dominion Power
Address: 709 East Main Street- 12th Floor, Richmond, VA 23219
Contact: Tim Crowder
Phone Number: 804-921-1855
Engineer/Architect: Loch Design
Address: PO Box 26286, Richmond, VA 23260
Contact: Bill Church
Phone Number: 804-767-5470
Contract Amount: \$ 214,400.00
Percent Complete: 75 %
Start Date: April 2015
Finish Date: June 2015
Description: completed interior build-out (2,500) of unoccupied space for use as office space



LIST OF COMPLETED PROJECTS- LAST SEVEN YEARS
(similar & local projects)

- 1) **Name of Project:** Warren Memorial Hospital Ambulatory Care Center
Address: 120 N. Commerce Ave.
Owner Name: Valley Health
Address: 1836 Amherst Street
Winchester, VA 22601
Contact: Mike Albright
Phone Number: 540-536-4537
Engineer/Architect: Cornerstone Architects
Address: 23 West Broad Street, Suite 200
Richmond, VA 23220
Contact: Rick Peterson
Phone Number: 804-264-2228
Contract Amount: \$6,452,932
Start Date: July 2006
Finish Date: March 2008
Description: New two story, 39,000 square feet structural steel and masonry office building.
- 2) **Name of Project:** Apple Pie Ridge Elementary School
Address: 349 Apple Pie Ridge Road
Winchester, VA 22603
Owner Name: Frederick County Public Schools
Address: 1415 Amherst Street
Winchester, VA 22601
Contact: Larry Rickard
Phone Number: 540-667-4865
Engineer/Architect: OWPR
Address: 200 Country Club Drive, SW
Plaza One, Building E
Blacksburg, VA 24060
Contact: Randy Jones
Phone Number: 540-951-0219
Contract Amount: \$558,153
Start Date: June 2008
Finish Date: August 2008
Description: Complete interior demolition and reconstruction of 9,361 SF of classroom space.

3) Name of Project: Lester & Mowery Pharmacy
Address: 20 South Street
Front Royal, VA 22630
Owner Name: Lester & Mowery Pharmacy
Address: 413 A&B South Street
Front Royal, VA 22630
Contact: Scott Lester / Brian Mowery
Phone Number: 540-622-2307
Engineer/Architect: S.E. Wagner, Architect
Address: 6381 Stuart Street
The Plains, VA 20198
Contact: Steve Wagner
Phone Number: 540-364-6399
Contract Amount: \$557,177
Start Date: April 2008
Finish Date: October 2008
Description: Construction of a 3,600 SF pharmacy building. Type of construction is wood frame with brick veneer and EIFS. Roof structure is wood trusses with a flat, TPO roof.

4) Name of Project: American Public University – Bldg 203
Address: 203 South George Street
Charles Town, WV 25414
Owner Name: American Public University
Address: 111 West Congress Street
Charles Town, WV 25414
Contact: Joseph Sladki
Phone Number: 304-724-3749
Engineer/Architect: N.A.
Address: N.A.
Contact: N.A.
Phone Number: N.A.
Contract Amount: \$143,200
Start Date: August 2008
Finish Date: November 2008
Description: Exterior renovation of 2 story historic house.

- 5) **Name of Project:** American Public University – Bldg 661
Address: 661 South George Street
Charles Town, WV 25414
Owner Name: American Public University
Address: 111 West Congress Street
Charles Town, WV 25414
Contact: Joseph Sladki
Phone Number: 304-724-3749
Engineer/Architect: Gaudreau Inc.
Address: 810 Light Street
Baltimore, MD 21230
Contact: Jung Han
Phone Number: 410-837-5040
Contract Amount: \$1,128,900
Start Date: August 2008
Finish Date: December 2008
Description: Renovation of existing 12,000 square foot building for office/
educational use.
- 6) **Name of Project:** Randolph Macon Academy, Stan Fulton Classroom Building
Address: 200 Academy Drive
Front Royal, VA 22630
Owner Name: Randolph Macon Academy
Address: 200 Academy Drive
Front Royal, VA 22630
Contact: Henry M. Hobgood, USA (Ret.) Maj. Gen.
Phone Number: 540-636-5201
Engineer/Architect: Alan E. Adler, Architect
Address: 9433 Bee Caves Rd., Bldg. II, Suite 202
Austin, TX 78733
Contact: Alan Adler
Phone Number: 512-263-1999
Contract Amount: \$5,390,312
Start Date: January 2008
Finish Date: April 2009
Description: Construction of a 3-story, 32,000 SF classroom building with
Classrooms, Dean's offices, Photo Lab, and Infirmary. Type of
construction is concrete foundation walls and structural steel,
light gauge framing, and light gauge roof trusses. Exterior
veneer is brick with intricate Azek cornice and standing seam
metal roof. The project also includes the follow-on demolition
of an existing 2-story, 9,900 SF classroom building and site
improvements to this area.

7) Name of Project: American Public University
Address: 203 South George Street
Charles Town, WV 25414
Owner Name: American Public University
Address: 111 West Congress Street
Charles Town, WV 25414
Contact: Joseph Sladki
Phone Number: 304-724-3749
Engineer/Architect: Lantz Construction Co. of Winchester, Inc.
Address: 221 Aviation Drive
Winchester, VA 22602
Contact: N.A.
Phone Number: N.A.
Contract Amount: \$120,890
Start Date: January 2009
Finish Date: May 2009
Description: Interior demolition and interior building upgrades.

8) Name of Project: Baugh NE – Exercise Room
Address: 1000 Baugh Drive
Front Royal, VA 22630
Owner Name: Baugh NE
Address: 1000 Baugh Drive
Front Royal, VA 22630
Contact: Robert Finch
Phone Number: 540-631-2310
Engineer/Architect: Lantz Construction Co. of Winchester, Inc.
Address: 221 Aviation Drive
Winchester, VA 22602
Contact: William Bowmaster
Phone Number: 540-665-0130
Contract Amount: \$66,859
Start Date: April 2009
Finish Date: May 2009
Description: Build out of a 1394 SF exercise room in unfinished office space.

- 9) **Name of Project:** Samuels Public Library
Address: 330 E. Criser Road
Front Royal, VA 22630
Owner Name: Samuels Library Board of Trustees
Address: 538 Villa Avenue
Front Royal, VA 22630
Contact: Eileen Grady
Phone Number: 540-635-3153
Engineer/Architect: The Lukemire Partnership
Address: 2700 South Quincy Street, Suite 300
Arlington, VA 22206
Contact: Nick Germano
Phone Number: 703-998-0101
Contract Amount: \$5,149,962
Start Date: May 2008
Finish Date: June 2009
Description: Construction of a new 30,000 square foot public library. Structural steel super structure with masonry & precast veneer. Architecturally impressive interior finishes.
- 10) **Name of Project:** Rappahannock Electric Co-op Blue Ridge District Office
Address: 137 Kelly Court
Front Royal, VA 22630
Owner Name: Rappahannock Electric Co-op
Address: PO Box 7388
Fredericksburg, VA 22404
Contact: John Mitchell
Phone Number: 540-891-5803
Engineer/Architect: MCA Architecture
Address: 28 Agora Place
Greenville, SC 29615
Contact: Georgia Coundoussias
Phone Number: 864-232-8204
Contract Amount: \$1,551,500
Start Date: January 2010
Finish Date: October 2010
Description: Conversion of an existing 30,000 SF warehouse into an office building with a new 300 Ft x 35 Ft canopy, and a new 3 acre parking lot/staging area.

11) Name of Project: Lord Fairfax Community College, Smith Building Renovations
Address: 173 Skirmisher Lane
Middletown, VA 22645
Owner Name: Virginia Community College System
Address: 101 North 14th Street, 16th Floor
Richmond, VA 23219
Contact: Paul Sweet
Phone Number: 804-819-4913
Engineer/Architect: Little Diversified Architectural Consulting
Address: 4501 North Fairfax Drive, Suite 120
Arlington, VA 22203
Contact: Richard Naab
Phone Number: 703-903-4501
Contract Amount: \$966,080
Start Date: May 2010
Finish Date: December 2010
Description: Renovation of approximately 6800 SF in the Smith Building. Construction includes installing a new main entrance into the building, complete renovations to the dental hygiene clinic, and theater renovations including new performance sound and lighting equipment. The dental clinic work is to start after the spring semester in May and be ready for the start of the fall semester in August 2010.

12) Name of Project: BB&T Bank
Address: 137 Crooked Run Plaza
Front Royal, VA 22630
Owner Name: Branch Banking and Trust
Address: 2828 Reynolda Rd
Winston-Salem, NC 27106
Contact: Bobby Fulk
Phone Number: 336-978-2143
Engineer/Architect: Lambert Architecture
Address: 2400 Reynolds Road, Suite 202
Winston-Salem, NC 27106
Contact: James Mancari
Phone Number: 336-777-3657
Contract Amount: \$1,084,880
Start Date: June 2011
Finish Date: October 2011
Description: New construction, on an undeveloped site, of an approximately 5,113 square foot facility. Structure is steel with wood framing. Exterior finish is masonry veneer and EIFS.

13) Name of Project: Burke & Herbert Landmark Renovations
Address: 155 N Paxton St.
Alexandria, VA 22314
Owner Name: Burke & Herbert Bank
Address: 2836 Duke St.
Alexandria, VA 22314
Contact: Bob Korman
Phone Number: 703-837-3778
Engineer/Architect: Architects Group Practice
Address: 415 North Alfred St.
Alexandria, VA 22314
Contact: Andy Schiefer
Phone Number: 703-549-0809
Contract Amount: \$250,000
Percent Complete: 0 %
Start Date: February 2013
Finish Date: April 2013

Description: Limited area renovations to 1000 SF bank space. Work includes structural steel modifications, new storefronts, new casework, new sidewalks, masonry infill, and new ceilings, flooring, and paint. Bank will remain open during

- 13) Name of Project:** Mt. Jackson
Address: 5173 Main Street
Mount Jackson, VA 22842
Owner Name: Valley Health
Address: 1836 Amherst Street
Winchester, VA 22601
Contact: Dean Kline
Phone Number: 540-536-4536
Engineer/Architect: Baskerville Architects, Engineers, and Interior Designers
Address: 101 S. 15th Street, Suite 200
Contact: Bruce Brooks
Phone Number: 804-343-1010
Contract Amount: \$276,414
Start Date: October 2008
Finish Date: April 2009
Description: Addition of 1,600 square foot to existing family practice medical building.
- 14) Name of Project:** Lee Trace Apartment Complex
Address: 2407 Delmar Orchard Road
Martinsburg, WV 25403
Owner Name: Lee Trace LLC
Address: 410 Pine Street, SE, Suite 300
Vienna, VA 22180
Contact: Robert A. Cocker
Phone Number: 703-242-1100
Engineer/Architect: Charles W. Englehart, Architect
Address: P.O. Box 328
Marshall, VA 20116
Contact: Charles Englehart
Phone Number: 540-364-4198
Contract Amount: \$13,017,334
Start Date: March 2009
Finish Date: April 2009
Description: Site work and construction of (156) apartment units and (1) club house with swimming pool.

MAX A. CLATTERBUCK, P.E.

221 Aviation Drive, Winchester, VA 22602

SUMMARY OF QUALIFICATIONS

A Professional Engineer registered in Maryland and Virginia with over 30 years of design and construction experience. After working as a consulting structural engineer in the Washington D.C. area for 15 years, Mr. Clatterbuck returned to his Shenandoah Valley roots and joined LCW-Lantz Construction Company of Winchester, Inc.

Mr. Clatterbuck's philosophy is that success comes when a company works together as a TEAM to provide a quality construction project which is completed safely and on schedule and on budget.

WORK EXPERIENCE

Comprehensive construction experience includes:

- Construction Management
- Construction Scheduling
- Cost Estimating
- Structural Engineering
- Experience with renovation and restoration projects
- OSHA Safety Training

EDUCATION

Bachelor of Science, Civil Engineering, Virginia Polytechnic Institute,
Blacksburg, VA, 1982

Professional Engineer: Licensed in Virginia & Maryland
OSHA Training

MEMBERSHIPS

American Institute of Steel Construction (AISC)
American Concrete Institute (ACI)
American Wood Council (AWC)
Associated General Contractors (AGC)
Green Building Council
Kiwanis

STEVEN L. DIEHL

221 Aviation Drive, Winchester, VA 22602

SUMMARY OF QUALIFICATIONS

A life-long resident of the Shenandoah Valley, from concept through implementation, he exemplifies excellent customer service. He takes great pride in establishing **trust, integrity and value** through his interpersonal skills. With his 25 plus years of construction experience, Steve brings to the table a wealth of construction estimating knowledge which enables him to provide the Owner and Architect with excellent value engineering & constructability reviews for their particular project.

He has handled commercial construction estimates leading to contracts ranging in value from \$ 100,000 to \$16,700,000. Projects include new construction, building additions and building renovations.

WORK EXPERIENCE

LCW-Lantz Construction Winchester

- Vice President, Marketing & Estimating – over 15 years
- Lead Estimator – 25 years

Lord Fairfax Community College

- Instructor
 - Construction Estimating
 - Construction Certification

EDUCATION

Business Administration - James Madison University – Harrisonburg, VA

Lord Fairfax Community College – Middletown, VA

Star Manufacturing Estimating School – Oklahoma City, OK

American Building Systems Product & Pricing School – Atlanta, GA

Nucor Building Systems Product, Engineering & Pricing School – Columbia, SC

- construction of a 6500 SF masonry structured building, \$1,800,000, 7-12
- Virginia Regional Transit Operations Building Second Addition – 7500 SF steel structured second level addition with complete 7500 SF first level renovations. Exterior finishes were split faced masonry standing seam metal roof. Interior finishes were CT, painted GWB, and acoustical ceilings. \$1,800,000, 1-12
- Providence Baptist Church – Site development and construction of a 3500 SF wood framed addition, \$400,000, 4-12
- Sysco – Hydrogen Storage Facility Site Development, \$250,000, 11-11
- Galaria Plastic Surgery – 2500 SF white box fit-out to create plastic surgery clinic finished with wood and VCT flooring, ACT, painted GWB, and custom wood casework, \$290,000, 11/11
- BB&T Bank Front Royal– New construction of a 6,000 SF steel structured, masonry veneered bank, \$1,100,000, 10-11
- NW Works – 60,000 SF renovation, \$1,200,000, 12-10
- Rappahannock Electric Co-op – Conversion of an existing 30,000 SF warehouse to office building, addition of a 10,500 SF pre-engineered canopy, \$1,500,000, 9-10
- Rappahannock Electric Co-op – Construct two 15,000 SF pre-engineered metal buildings. \$670,000, 6-10
- BB&T Bank Haymarket – Site development and construction of a 5,000 SF steel structured, masonry veneered bank, \$1,100,000, 1-10
- Lee Trace Apartment Complex – Site development and construction of a 173,500 SF apartment complex consisting of thirteen apartment buildings (156 units), club house, swimming pool, wood construction, \$15,000,000, 4-09
- Winchester Medical Center Imaging Holding Renovations – Complete renovations to a 1500 SF area consisting of GWB assemblies, flooring, ACT, painted GWB, doors & hardware, and a new bathroom, \$291,000, 12-09
- Winchester Medical Center Garden Level Core Upfit – Complete 2800 SF renovation consisting of GWB assemblies, flooring, ACT, painted GWB, doors & hardware, and new VAV's, \$388,000, 9-09
- Winchester City Bus Garage – Site development and construction of one 7500 SF pre-engineered building, \$469,000, 4/09
- Charles Town Races & Slots (IT Center) – Complete Renovation and Expansion: metal frame construction, HVAC & Electrical upgrades, \$283,000, 10-09
- Apple Pie Ridge Elementary School – Complete renovation of classroom areas, 9,600 SF, \$550,000, 8-08
- C-5 Hangar – Interior Finishes: metal stud and steel construction, \$527,000, 3-08
- Shenandoah University – Tenant Fit-out: 4,500 SF, \$486,000, 2-08
- Arby's – New Construction: wood and masonry construction, commercial kitchen, 1,350 SF, \$1,010,000, 8-07

2005 - 2007:

West Properties

Falls Church, VA

- Labor & coordination of daily construction activities

2000 - 2004:

United States Air Force

- Performed maintenance/repairs on C130 and A10 aircraft support equipment
- Certified in EPU-6/E Frequency Converter, A/M32A-86 Diesel Generator, A/M32A-95 Gas Turbine Compressor, -60 Turbine generator, Hydraulic test

stands, Self generation nitrogen carts, MA-39 Air Conditioner, H-1 Heater, MHU-83C/E bomb lift, electrical load banks, transformer rectifiers.

- Security Clearance

Current Status

- Completing February 2014 – Berkeley County Public Sewer Water District. New construction of a 21,500 SF steel and masonry structured building with composite metal panel and brick exterior finishes with standing seam and EPDM roofs. Interior finishes consist of CT, carpet, VCT, painted GWB, and acoustical ceilings. \$5,000,000
- Completing May 2013 – Winchester Orthopaedic. Extension of the existing parapets by two feet and replacement of the siding with EIFS. New exterior lighting will be added, a barrel shaped steel canopy with standing seam roof will be extended out to the drive lane for patient drop off, and an additional handi-cap ramp will be installed

Medical Experience

- Winchester Orthopedic X-Ray Room Expansion
 - Spine & Sport Physical Therapy Center
 - Galaria Plastic Surgery
 - Winchester Medical Center Imaging Holding
- Winchester Medical Center Garden Level Core Upfit

LANTZ CONSTRUCTION CO. OF WINCHESTER, INC.

Balance Sheets
 December 31, 2014 and 2013
 See Independent Accountant's Review Report

| Assets | <u>2014</u> | <u>2013</u> |
|---|---------------------|---------------------|
| Current Assets | | |
| Cash and cash equivalents | \$ 935,436 | \$ 464,340 |
| Contracts receivable | 1,588,381 | 1,786,696 |
| Prepaid expenses | 10,573 | 23,832 |
| Inventory | 9,904 | 69,836 |
| Costs and estimated earnings in excess of billings on uncompleted contracts | 152,431 | 243,955 |
| Other receivables | 8,922 | 12,528 |
| Due from stockholders | 147,135 | 143,856 |
| Notes receivable | 184,645 | 255,366 |
| Total current assets | <u>\$ 3,037,427</u> | <u>\$ 3,000,409</u> |
| Cash Value of Life Insurance | <u>\$ 276,624</u> | <u>\$ 258,053</u> |
| Property and Equipment | | |
| Machinery and equipment | \$ 2,218,346 | \$ 2,070,474 |
| Rental property | 579,089 | 571,257 |
| Less accumulated depreciation | <u>(1,756,795)</u> | <u>(1,773,581)</u> |
| | <u>\$ 1,040,640</u> | <u>\$ 868,150</u> |
| | <u>\$ 4,354,691</u> | <u>\$ 4,126,612</u> |
| Liabilities and Stockholders' Equity | | |
| Current Liabilities | | |
| Accounts payable | \$ 705,780 | \$ 1,249,111 |
| Accrued expenses | 173,032 | 148,291 |
| Due to affiliate | -- | 28,354 |
| Current maturities of long-term debt | 55,397 | 44,574 |
| Billings in excess of costs and estimated earnings on uncompleted contracts | 290,238 | 59,303 |
| Total current liabilities | <u>\$ 1,224,447</u> | <u>\$ 1,529,633</u> |
| Long-Term Debt, less current maturities | <u>\$ 185,057</u> | <u>\$ 193,632</u> |
| Stockholders' Equity | | |
| Common stock, par value \$1 per share; authorized 15,000 shares; issued and outstanding 619 shares | \$ 619 | \$ 619 |
| Additional paid-in capital | 152,768 | 152,768 |
| Retained earnings | 2,791,800 | 2,249,960 |
| | <u>\$ 2,945,187</u> | <u>\$ 2,403,347</u> |
| | <u>\$ 4,354,691</u> | <u>\$ 4,126,612</u> |

See Notes to Financial Statements.

LANTZ CONSTRUCTION CO. OF WINCHESTER, INC.

Statements of Income
Years Ended December 31, 2014 and 2013
See Independent Accountant's Review Report

| | <u>2014</u> | <u>2013</u> |
|-------------------------------------|-------------------|-------------------|
| Contract revenue earned | \$ 12,004,799 | \$ 13,152,233 |
| Cost of revenue earned | <u>10,010,947</u> | <u>12,038,410</u> |
| Gross profit | \$ 1,993,852 | \$ 1,113,823 |
| General and administrative expenses | <u>1,388,314</u> | <u>1,087,069</u> |
| Operating income | <u>\$ 605,538</u> | <u>\$ 26,754</u> |
| Financial income (expense): | | |
| Interest income | \$ 3,949 | \$ 4,564 |
| Interest expense | <u>(9,339)</u> | <u>(9,911)</u> |
| | <u>\$ (5,390)</u> | <u>\$ (5,347)</u> |
| Nonoperating income: | | |
| Gain on sale of equipment | \$ 4,000 | \$ 500 |
| Rental income | 16,000 | 20,400 |
| Other | <u>18,571</u> | <u>17,424</u> |
| | <u>\$ 38,571</u> | <u>\$ 38,324</u> |
| Net income | <u>\$ 638,719</u> | <u>\$ 59,731</u> |

See Notes to Financial Statements.

6



Town of Front Royal, Virginia Work Session Agenda Form

Date: July 6, 2015

Agenda Item: Main Street Canopy Lighting Project

Summary: The Town of Front Royal last year installed several strands of canopy lights along Main Street as a pilot project with the help of Downtown businesses. To evaluate and complete the canopy lighting along Main Street, staff issued a proposal document for the design of exterior light connections on commercial buildings to determine overall cost of the project.

Council Discussion:

Staff Evaluation: Staff received only one (1) response to the RFP, which was from Engineering Techniques who completed the previous design work. Staff then met with Dan Hotek of Engineering Techniques and negotiated a cost proposal for the engineering of the project. The estimated cost for the design work is approximately \$4,500.00 but not to exceed \$6,000.00.

Budget/Funding: The following is a cost estimate for the completion of the project:

1. Engineering - \$6,000.00 (not to exceed)
2. Permits - \$100.00
3. Material (lights and etc.) – \$1,700.00

Total Estimated Project Cost - \$ 7,800.00

Legal Evaluation:

Staff Recommendations: Staff recommends the approval of the contract with Engineering Techniques not to exceed \$6,000.00 to provide engineering services for the design of canopy lighting along Main Street.

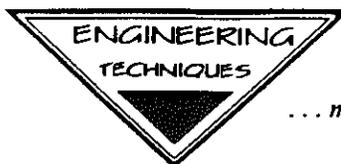
Town Manager Recommendation:

Council Recommendation:

Additional Work Session Regular Meeting No Action

Consensus Poll on Action: ___(Aye) ___(Nay)

Work Session



... making the most of His creation!

June 8, 2015

Pg 1 of 4

Mr. Joseph E. Waltz
Director
Energy Services
Po Box 1560
Front Royal, Virginia 22630

Project: Design of Exterior Light Connections, ET15-085
Subject: Proposal for Engineering Services

Dear Mr. Waltz:

Engineering Techniques, Inc. is pleased to present this proposal for professional engineering services for the above stated project. Our proposed scope of services is based upon the requirements noted in the RFP, dated May 4, 2015, and our meeting at the Department of Energy Services Building on June 3, 2015. The proposal assumes designing 12 separate connections to the structures along Main Street in Front Royal.

SCOPE OF SERVICES

1. Field Inspections: The connection points to the proposed existing structures will be determined in coordination with the Town staff. The buildings will then be inspected by a registered professional engineer with expertise in structures to gather data for the development of connection drawings. This would include retrieval of all geometric information and all the structural information possible through existing openings or access panels. It is estimated two separate 3 hour site visits will be required.

2. Evaluation/Design: Upon completion of the Field Inspections, an evaluation of the data will be made. Calculations will generated as required. The connections will be designed in accordance with the data, utilizing hardware as suggested by the Energy Services as much as possible, and in accordance with good engineering practice.

3. Construction Drawings: The outcome of steps 1. and 2. will be a set of drawings specifying the hardware materials and locations utilized to connect the lighting support wires to the existing structures.

All documents will be signed and sealed by a professional engineer registered in the Commonwealth of Virginia.

SERVICES NOT PROVIDED IN CONTRACT

- Creation and repair of access ports for viewing the structural elements of the building.
- Design of temporary structures or shoring.*
- Inspections or certifications of work performed.*
- Evaluation of hidden foundation system elements. *
- Site visits beyond those stipulated above. *
- Additional connection designs*
- **Obtaining building permits.**

* This can be added as part of an additional contract item if needed and desired.

CONSULTING FEE

The fees for the above stated services are estimated as follows, but not to exceed \$6,000:

| | |
|--|----------------|
| 1. Initial Field Inspections (2): | \$900 |
| 2. Evaluation: | \$1,200 |
| 3. Drawings: | <u>\$2,400</u> |
| Total: | \$4,500 |

This fee does not include submission, inspection and other related fees to the jurisdiction in which the project is located. In addition, reimbursables for prints, delivery services, etc. to Engineering Techniques, Inc. are not included in the fee. If additional engineering services are desired beyond the scope of the existing contract, a detailed listing of our hourly fees is provided below for your reference.

HOURLY RATES

| Position | Hourly Rate |
|-------------------------------|--------------------|
| Principle/Structural Engineer | \$150/hr. |
| E.I.T./CAD Technician | \$75/hr. |
| Administration | \$40/hr. |

PAYMENT SCHEDULE

Balance due upon completion of site visits, evaluation and drawings.

CONDITIONS FOR TERMINATION OF CONTRACT

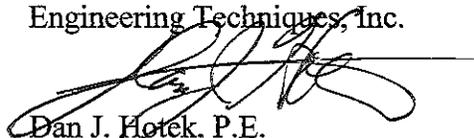
If the Client decides to terminate the contract with or without cause, he/she shall do so by notifying Engineering Techniques, Inc. in writing, specifying the date of termination. At this time, all engineering services outlined in this contract shall cease; however, the Client shall be held responsible for payment of all invoices (including reimbursables and authorized additional work) for all time expended by Engineering Techniques, Inc. to the specified date. All payments shall be paid at the rate specified in the Hourly Rates section of this contract. All documents pertaining to this project as outlined below shall remain the property of Engineering Techniques, Inc.

OWNERSHIP OF PROJECT DOCUMENTS

All original designs, computations, drawings, plots, specifications, correspondence, documents, and other supporting work received and prepared by the engineer shall remain the property of Engineering Techniques, Inc. Use of or alterations to the above stated materials, by the Client or their agents/representatives, shall be prohibited without prior written permission of Engineering Techniques, Inc

We appreciate this opportunity to provide engineering services and look forward to working with you on this project. If the terms and conditions of this proposal meet your satisfaction, please signify in the space provided below and return one (1) copy for our records. If you have any questions or concerns, please call me at (540) 635-1521.

Sincerely,
Engineering Techniques, Inc.



Dan J. Hotek, P.E.
President/Structural Engineer

ACCEPTANCE OF PROPOSAL

The proposed description of professional engineering services and terms are satisfactory and are hereby accepted. Authorization to proceed with the above described work is hereby granted. Payment of balance will be paid upon completion of stated work.

Name and Title

Organization Representing

Signature

Date