



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #17-2024 Solar PV Installation at Fire Station #22** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **April 2, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

Pre-proposal meeting is scheduled for March 19, 2024, 1:00 pm, at 4393 Clearwater Way, Lexington, KY.

## **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

## **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

#### KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

#### KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

#### KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

## AMERICAN RESCUE PLAN ACT

### AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.


17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in



conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature



Date

## **SELECTION CRITERIA:**

### **Selection Criteria.**

- |                                 |           |
|---------------------------------|-----------|
| 1. Company Profile / Experience | 15 points |
| 2. Project Team                 | 15 points |
| 3. Technical Approach           | 30 points |
| 4. Price Proposal               | 40 points |

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

### **AFFIDAVIT**

Comes the Affiant, Kurt Meadows, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Kurt Meadows and he/she is the individual submitting the proposal or is the authorized representative of Calhoun Construction Services Inc, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

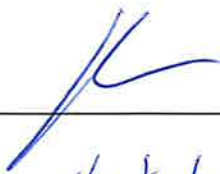
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

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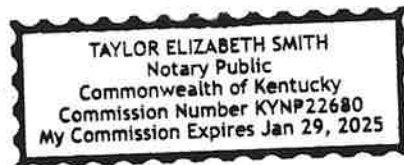
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

  
\_\_\_\_\_  
STATE OF Kentucky  
\_\_\_\_\_  
COUNTY OF Jefferson  
\_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Kurt Meadors on this the 2 day  
of April, 2024

My Commission expires: 1.29.2025



Taylor Elizabeth Smith  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*



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Signature

*Calhoun Construction*

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Name of Business

# WORKFORCE ANALYSIS FORM

Name of Organization: Calhoun Construction Services

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators		13	14	0	1	0	0	0	0	0	0	0	0	0	0	13	15
Professionals		41	4	1	0	1	0	0	0	0	0	0	0	0	0	43	4
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft	31	31	0	21	0	8	0	0	0	0	0	0	0	1	0	61	0
Service/Maintena																	
Total:		85	18	22	1	9	0	0	0	0	0	0	0	1	0	117	19

Prepared by: Ashley Barker Date: 4.2.2024  
(Name and Title)

Revised 2015-Dec-15



**Calhoun Construction Services, Inc.**

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

**AND**

**AFFIRMATIVE ACTION PROGRAM**

**Effective August 20, 2023**

**Note: Upon request, a copy of this document will be provided to an employee or an employment applicant. The copy will be made available during normal work hours at either the project office or the corporate office.**

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**Equal Employment Opportunity Policy**  
**And**  
**Affirmative Action Program**

**1. STATEMENT OF POLICY**

**1.1. EQUAL EMPLOYMENT OPPORTUNITY.** It is the Equal Employment Opportunity Policy of Calhoun Construction Services, Inc. ("Company") that employment actions taken with respect to qualified employment applicants and Company's employees will be taken in compliance with all applicable executive orders, federal and state statutes, local governmental ordinances and implementing regulations without regard to: race, color, religion, sex, sexual orientation, gender identity, age, disability, genetic information, national origin, ancestry, disabled veteran, recently separated veterans, and other protected veterans ("Protected Classes"). Employment actions shall include employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training. Moreover, the Company is committed to maintaining a work environment free of discrimination, harassment, intimidation, threats and coercion based on any Protected Class applicant or employee exercising their rights under the law. Employees are encouraged to report any discrimination, harassment, intimidation or coercion without fear of retaliation. ("EEO Policy")

**1.2. AFFIRMATIVE ACTION PROGRAM**

- a. PARAGRAPHS 1.2(a) AND (b) AND SECTIONS 2 THROUGH 14 OF THIS AFFIRMATIVE PROGRAM ARE ONLY APPLICABLE IF COMPANY:**
- i. has entered into a covered direct federal construction contract or a federally assisted construction contract; or**
  - ii. has entered in a covered subcontract with a contractor who has entered into a direct federal construction contract or a federally assisted construction contract**
- b.** It is also Company's policy that it: will comply with all applicable federal affirmative action statutes, implementing regulations, and construction contract provisions including, but not limited to, the below listed sources; will, when applicable, make good faith efforts to achieve minority, female, disabled and veteran employment goals; and will, when applicable, make reasonable accommodation, unless such

accommodation would impose an undue hardship on the conduct of Company's business:

- i. Executive Order 11246, as amended;
  - ii. Office of Federal Contract Compliance Programs ("OFCCP") regulations, 41 CFR Part 60; as these regulations apply to the Protected Classes of race, color, religion, sex, national origin (41 CFR 60-4.3) , disability (41 CFR 60-300.44) and certain covered veterans (41 CFR 60-741.44).
  - iii. Other federal department, administration or agency regulations (e.g. EPA, HUD, FHWA) that apply to affirmative action, whether or not it is OFCCP's primary responsibility to administer;
  - iv. Compliance with the requirements of any hometown plan, e.g., the Indiana Plan, which Company participates.
- c. Company will also, when applicable, comply with any state or local government affirmative action requirements.

## **2. EEO Officer Responsibilities**

**2.1.** Company's president is fully supportive of Company's EEO Policy and Affirmative Action Program and will ensure its implementation and compliance at all levels within the Company. Company's president will appoint an Equal Employment Opportunity Officer ("EEO Officer") who will have full authority to carry out this EEO Policy and Affirmative Action Program and who will have the following responsibilities:

- a. Develop policy statements, personnel policies and procedures, internal and external communication procedures, necessary updates as to any changes in the law and shall monitor the effectiveness of these actions in fulfilling Company's EEO and affirmative action obligations.
- b. Design, implement and monitor the collection of employment data and internal audit and reporting systems to measure program effectiveness and to determine where progress has been made and where further action may be needed.
- c. Advise Company's President quarterly on the progress or problems the Company is experiencing in relation to its implementation of its EEO Policy and Affirmative Action Program.

- d. Serve as liaison between the Company and government regulatory agencies, and private organizations that promote equal employment opportunity and training for qualified individuals within the Protected Classes.
- e. Review Company's EEO Policy and Affirmative Action Program with managers and supervisors to ensure that they are aware of the policy and understand their obligation to comply with it in all employment actions.
- f. Monitor management and supervisors handling of employees' performance to ensure that non-discrimination and affirmative action are adhered to in employment activities.
- g. Encourage all employees to participate in Company-sponsored recreational activities, training and education regardless of Protected Class.
- h. Provide training for office and field managers and supervisors to ensure that Company's facilities and project sites are free from harassment, intimidation and coercion of all employees who exercise their rights under the law and Company's EEO Policy and Affirmative Action Program.
- i. Work with management to facilitate, when applicable, a reasonable accommodation to a qualified applicant or employee.
- j. No less than annually, review Company's EEO Policy, Affirmative Action Program, internal implementation procedures and policies, including audit and reporting, in order to evaluate the effectiveness of Company's efforts and to make appropriate changes warranted as a result of the review.

### **3. DISSEMINATION OF THE EEO POLICY**

**3.1. Company employees who are authorized to hire, supervise, promote or discharge employees or who recommend such action** will be made fully cognizant of and will implement the Company's EEO Policy and Affirmative Action Program. To ensure compliance, the following actions will be taken as a minimum:

- a. Periodic meetings with management and supervisory employees, whose job description includes a responsibility to implement the EEO Policy and Affirmative Action Program, will be conducted at which time their implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable Company official.
- b. Within 30 day of their hire date, all new management and supervisory employees, whose job description includes a responsibility to implement the EEO Policy and

Affirmative Action Program, will be provided appropriate training by the EEO Officer or other knowledgeable Company official with respect to Company's EEO Policy and Affirmative Action Program.

- c. The EEO Officer or appropriate Company official will provide all personnel engaged in the direct recruitment of employees relative to the methods followed by the Company in locating and hiring qualified individuals within the Protected Classes.

**3.2.** In order to make the Company's EEO Policy and Affirmative Action Program known to all employees, prospective employees and potential sources of employees, i.e. schools, employment agencies, college placement offices, etc., the following actions will be taken:

- a. Notices and posters setting forth the EEO Policy and Affirmative Action Program will be placed in areas readily accessible to employees, applicants for employment and potential employees such as office and project site bulletin boards.
- b. The Company's procedures to implement said policy will be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.
- c. The Company will provide a copy of its EEO Policy and Affirmative Action Program to: each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding; to any training programs; and to any recruiting sources and community organizations that promote training and hiring of qualified minority, female, disabled or veteran individuals.

#### **4. RECRUITMENT**

**4.1.** When advertising for employees, the Company will include in all advertisements for employment the notation "An Equal Opportunity Employer." The Company will insert all such advertisements in newspapers or other publications believed to have circulation among minority, female, disabled and certain covered veteran individuals in the area from which the Company's work force would normally be derived.

**4.2.** The Company will conduct recruitment through public and private employee referral sources likely to yield qualified minority, female, disabled and certain covered veteran applicants including, but not limited to: local veterans' employment representative, Department of Veterans Affairs, Regional Office, veterans' counselors and coordinators on college campuses, service officers of national veterans' groups and local veterans' groups and veterans' service centers, state employment agencies, schools, colleges and public and private organizations that train and facilitate employment of these

individuals. To meet these requirements, the Company will, through the EEO Officer, identify sources of potential, qualified minority, female, disabled or certain covered veteran applicants and establish with such identified sources procedures whereby applicants may be referred to the Company for employment consideration.

- 4.3.** The Company will encourage its present employees to refer qualified minority, female, disabled and certain covered veteran applicants by posting appropriate notices or bulletins in an area accessible to all such employees. In addition, information and procedures with regard to referring qualified minority, female, disabled and certain covered veteran applicants will be discussed with employees.

## **5. EMPLOYMENT ACTIONS**

- 5.1.** With respect to qualified applicants or employees known to be disabled, a disabled veteran or other protected veteran, Company will consider the job qualifications of the applicant or employee, and with respect to veterans will rely only on the portion of the individual's military record, including discharge papers, which are relevant to the requirements of the employment opportunity.
- 5.2.** Wages, working conditions and employee benefits shall be established and administered and employment actions of every type, including, but not limited to, hiring, upgrading, promotion, transfer, demotion, layoff and termination, will be taken without regard to Protected Class status or any other recognized status under the law. The following procedures will be followed:
- a.** Periodic inspections of project sites will be conducted to ensure that working conditions and employee facilities do not allow discriminatory treatment of project site personnel.
  - b.** The spread of wages paid within each classification will be periodically evaluated to determine any evidence of discriminatory wage practices.
  - c.** Physical and mental job qualification requirements and employment standards are examined and reviewed in December each year to ensure that they are consistently applied, and reflect actual job duties and responsibilities; and that, to the extent the requirements and standards tend to screen out qualified individuals with disabilities or disabled veterans, they are job related and consistent with business necessity and the safe performance of the job.
  - d.** Whenever the Company applies physical or mental qualifications standards in the selection of applicants or employees for employment or other change in

employment status such as promotion, demotion, or training, to the extent that qualification standards tend to screen out qualified individuals with disabilities or disabled veterans, the standards will be related to the specific job or jobs for which the individual is being considered and consistent with business necessity and the safe performance of the job.

## **6. TRAINING AND PROMOTION**

- 6.1.** The Company will assist in locating, qualifying and increasing the skills of Protected Class employees and applicants for employment.
- 6.2.** Consistent with Company's manpower requirements, and as permitted by federal and state regulations, the Company will make full use of training programs for the geographical area of contract performance.
- 6.3.** The Company will advise employees and applicants for employment of available training programs and entrance requirements for each to the extent that Company is aware of such training programs and entrance requirements.
- 6.4.** The Company will periodically review the training and promotion potential of Protected Class employees and will encourage eligible employees to apply for such training and promotion.

## **7. SUBCONTRACTING**

- 7.1.** With respect to direct federal construction contracts and federally assisted construction contracts, Company will incorporate into its subcontracts provisions requiring the subcontractor's compliance with the requirements of OFCCP's regulations, 41 CFR Part 60, which relate to equal employment opportunity and affirmative action. Further, Company will incorporate into its' subcontracts any other federal, state or local requirements related to equal employment opportunity and affirmative action.

## **8. RECORDS AND REPORTS**

- 8.1.** The Company will keep such records as are necessary to determine compliance with its equal employment opportunity and affirmative action obligations. The records kept by the Company will be designed to indicate the following:
  - a.** The number of Protected Class member employees in each work classification.



- b.** The progress and efforts being made in cooperation with unions to increase Protected Class employment opportunities.
- c.** The progress and efforts being made in locating, hiring, training, qualifying and upgrading Protected Class employees.
- d.** The progress and efforts being made in securing the services of minority group subcontractors.

**8.2.** All such records will be retained for the period required by the regulations following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the state and federal governments. The Company reserves the right to require these representatives to show proper credentials.

**8.3.** The Company will submit all reports required by Executive Order 11246 and other applicable federal, state and local statutes, ordinances and implementing regulations and will permit access to its books, records and accounts by the appropriate governmental agency for purposes of investigation to ascertain compliance with the applicable rules, regulations and orders.

## **9. NON-SEGREGATED FACILITIES**

**9.1.** All employee facilities provided by the Company shall be non-segregated. These include, but are not limited to, such items as rest areas, parking lots, drinking fountains and all other such common facilities. Toilets and necessary changing facilities will be such that privacy is offered to both males and females.

## **10. POST-AWARD COMPLIANCE**

**10.1.** It is understood that the governmental office responsible for administering equal employment opportunity and affirmative action may review Company's employment practices as well as those of any subcontractor with whom Company has a non-exempt subcontract with respect to a direct federal or federally assisted construction contract.

**10.2.** Company's commitment to make good faith efforts to achieve minority, female, disabled and certain covered veterans' employment goals will not be used to discriminate against any qualified applicant or employee.

## **11. DEBARRED OR INELIGIBLE CONTRACTORS OR SUBCONTRACTORS**

- 11.1.** The Company agrees that it will refrain from entering into any contract or subcontract, or contract or subcontract modification with a contractor or subcontractor Company knows has been debarred from or who has been declared ineligible to enter into federal, state or local contracts.

## **12. COMPLAINT PROCEDURES**

- 12.1.** If an employee feels he or she has been discriminated against, harassed, intimidated, or coerced on the basis of the Protected Classes or any other recognized status under the law, he or she may bring a complaint to his or her immediate supervisor. If the complaint involves the supervisor, the employee has a right to discuss the matter with the department manager or the EEO Officer. The EEO Officer will immediately investigate and take all appropriate corrective actions. Complaints will be treated confidentially as much as possible. Retaliation for use of the complaint procedure will not be tolerated and any retaliation should be reported.
- 12.2.** This complaint process does not preclude the employee from contacting any local, state or federal civil rights agencies. The Company will not retaliate against an employee or applicant for filing a complaint with the appropriate governmental office.

## **13. DBE, MBE, WBE AND/OR VBE GOALS**

- 13.1.** This section is provided to document Company's commitment to put forth good faith efforts to satisfy any aspirational goals provided in a federal, state or local government contract with respect to a Disadvantaged Business Enterprise ("DBE"); a Minority Business Enterprise ("MBE"); Women Business Enterprise ("WBE"); and/or a Veteran Business Enterprise ("VBE").
- 13.2.** If Company enters into a contract to which the U.S. Department of Transportation's DBE program (49 CFR Part 26) applies, then with respect to this contract Company will make good faith efforts to comply with the requirements of 49 CFR Part 26.
- 13.3.** If Company enters into a contract to which MBE, WBE and/or VBE goals are applicable, then with respect to this contract, Company will make good faith efforts to comply with the MBE, WBE and/or VBE requirements.

**DIRECTOR, DIVISION OF PROCUREMENT  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: Calhoun Construction Services

Complete Address: 7707 National Turnpike Louisville, KY 40214  
Street City Zip

Contact Name: Kurt Meadors Title: VP, Estimating

Telephone Number: 502-493-1332 Fax Number: 502-493-2407

Email address: kurtmeadors@calhounconstructs.com

## **Lexington-Fayette Urban County Government**

### **MWDBE PARTICIPATION GOALS**

#### **A. GENERAL**

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

#### **B. PROCEDURES**

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Procurement (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

#### **C. DEFINITIONS**

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Procurement Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**





## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

**OUR MISSION:** The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Procurement):

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

***Certified Women Business Enterprise (WBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

***Certified Veteran-Owned Small Business (VOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

***Certified Service Disabled Veteran Owned Small Business (SDVOSB)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Susan Marston	<a href="mailto:smarston@tsmsdc.com">smarston@tsmsdc.com</a>	502-365-9762
<b>Small Business Development Council</b>	Shawn Rogers UK SBDC	<a href="mailto:shawn.rogers@uky.edu">shawn.rogers@uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	Phyllis Alcorn	<a href="mailto:palcorn@cvky.org">palcorn@cvky.org</a>	859-231-0054
<b>KY Transportation Cabinet (KYTC)</b>	Melvin Bynes	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
<b>KYTC Pre-Qualification</b>	Sheila Eagle	<a href="mailto:Sheila.Eagle@ky.gov">Sheila.Eagle@ky.gov</a>	502-782-4815
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Sheila Mixon	<a href="mailto:smixon@orvwbc.org">smixon@orvwbc.org</a>	513-487-6537
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwboec.org">janet@nwboec.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:production@keynewsjournal.com">production@keynewsjournal.com</a>	859-685-8488



# LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 17-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.  None				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Calhoun Construction  
Company  
4/2/2024  
Date

[Signature]  
Company Representative  
Vice President  
Title



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



# MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 17

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>Calhoun Construction Services</u>	Contact Person <u>Kurt Meadors</u>
Address/Phone/Email <u>1708 Jaggie Fox Way</u> <u>Lexington, KY 40511</u> <u>859-618-6482</u>	Bid Package / Bid Date <u>Kurtmeadors@calhounconstructs.com</u> <u>4/2/24</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<u>No Subs</u>								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Calhoun Construction  
Company  
4/2/2024  
Date

[Signature]  
Company Representative  
Vice President  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 17-2024

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Procurement Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

\_\_\_\_\_ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

**NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Calhoun Construction  
Company  
4/2/2024  
Date

[Signature]  
Company Representative  
Vice President  
Title



## **GENERAL PROVISIONS**

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

4/2/2024

## **RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION**

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### **INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

### **FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

### **INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

### Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$2 million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If

the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

#### Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

#### Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### **DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/11/2024

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago Office 200 E. Randolph  Chicago, IL 60601	1-312-381-1000	<b>CONTACT NAME:</b> Grant Greeno <b>PHONE (A/C No, Ext):</b> 312-381-1714 <b>E-MAIL ADDRESS:</b> grant.greeno@aon.com <b>FAX (A/C, No):</b>														
<b>INSURED</b> Calhoun Construction Services, Inc.  7707 National Turnpike, #400  Louisville, KY 40214		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: TRAVELERS PROP CAS CO OF AMER</td><td>25674</td></tr><tr><td>INSURER B: TRAVELERS CAS &amp; SURETY CO</td><td>19038</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TRAVELERS PROP CAS CO OF AMER	25674	INSURER B: TRAVELERS CAS & SURETY CO	19038	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																
INSURER E:																
INSURER F:																

## COVERAGES

CERTIFICATE NUMBER: 70405309

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Exp, Collapse, Undgr GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		VTJ-CO-4S965407-TIL-23	08/01/23	08/01/24	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		VTJ-CAP-4S965419-TIL-23	08/01/23	08/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP-7W340370-23-25	08/01/23	08/01/24	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB-7N279539-23-25-G	08/01/23	08/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

LFUCG named as additional insured as required by contract, with 30 day notice of cancellation.

## CERTIFICATE HOLDER

## CANCELLATION

Lexington Fayette Urban County Government  200 East Main Street  Lexington, KY 40507  USA	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  <i>Aon Risk Services Central, Inc.</i>
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ACORD 25 (2016/03)  
thomstowe  
70405309

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AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY Aon Risk Services Central, Inc. Chicago Office		
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

Excess Tower

Insurer(s) Affording Coverage	NAIC #
Endurance American Insurance Company	10641
The Ohio Casualty Insurance Company	24074

Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
Excess Liability	XSC30009538302	08/01/2023	08/01/2024	\$15M x \$15M
Excess Liability	ECO(24)64918854	08/01/2023	08/01/2024	\$20M x \$30M

## SCOPE OF WORK

### **Location**

4393 Clearwater Way, Fire Station #22

### **Introduction**

LFUCG is soliciting proposals from qualified solar PV providers to design and install a roof-mounted solar photovoltaic system at Fire Station #22. Respondents shall have demonstrated experience designing, planning, permitting and constructing complete solar electric systems in the jurisdiction of the local utility provider.

An award under this RFP will be made to the respondent with the overall best value proposal, not necessarily the lowest price. Proposals will be evaluated and scored based on the evaluation criteria defined herein.

### **System Requirements**

Photovoltaic panels shall be roof mounted on the south and east facing surfaces. Total capacity of the system shall be no less than 20 kW-dc and not exceed 23 kW-dc. Reference **Figure 01 – Basis of Design**.

The inverter(s), disconnect and combiner panel (if applicable) shall be installed on the east wall. Reference **Figure 01**.

All power generation and transmission equipment shall be UL listed for its designed use. Construction must comply with current adopted building codes, which includes: International Building Code, National Electric Code, and National Fire Code.

The system, including its interconnection point, shall not impact operation of the emergency generator.

Modules shall be UL1703 or UL61730 listed with a product warranty of at least 12 years and a performance warranty of no less than 82% after 25 years.

Inverters shall be UL1741 listed with a product warranty of at least 10 years and a weighted efficiency of 96% or higher.

The proposed model numbers for modules and inverters shall be listed by the California Energy Commission (CEC). List are available at the CEC website:

<https://www.energy.ca.gov/programs-and-topics/programs/solar-equipment-lists>

The system shall include a Web-based monitoring interface to display solar performance information. At a minimum, performance data of each module string shall be available for download in increments no greater than one hour.

Exterior conduit shall be liquid tight. Flexible conduit lengths shall not exceed 24 inches.

## **Contractor Requirements**

The contractor is responsible for the assessment of the building's structural integrity, roof condition and shading limitations. Prior to installation, the contractor shall provide a letter from a structural engineer with Kentucky Professional Engineer stamp, verifying the integrity of the existing facility to handle the additional loads of proposed PV system.

Prior to installation, the Contractor shall provide dimensioned drawings and technical specifications of the proposed system to establish the physical layout, distributed load on roof, electrical wire and panel capacity, and the inverter and disconnect locations.

The Contractor is responsible for verifying any information obtained from Owner's construction drawings.

The Contractor is responsible for all permitting related to the design and installation of the system.

The Contractor is responsible for establishing communication between the inverter(s) and the internet via a cellular service agreement for a minimum of three (3) years.

Under no circumstances shall the Contractor disable electrical service to the building or secondary circuits within the building without authorization from LFUCG.

Under no circumstances shall the Contractor obstruct access to the facility or driveways.

The Contractor is responsible for documenting the condition of the roof and, specifically, any damages that exist prior to construction.

The Contractor is responsible for the construction safety plan to include, at a minimum, all applicable OSHA workplace safety and Personal Protective Equipment (PPE) requirements.

Performance Verification: The Contractor shall review generation data and provide a report to LFUCG to demonstrate that system output is meeting expectations. Two reports are required: (1) after 30 days and (2) prior to the expiration of workmanship warranty.

Workmanship warranty: the Contractor shall perform an on-site inspection prior to the expiration of workmanship warranty, if requested by the Owner.

The Contractor shall achieve substantial completion within 75 calendar days of Notice to Proceed. Substantial Completion is defined as LFUCG having beneficial use of the photovoltaic system.

## **Owner Guidance**

For system sizing, the desired number of modules for each roof are shown in **Figure 01**, based on a nominal output of either 410 watts or 540 watts.

Modules should lay in a plane parallel to the roof. A rectangular arrangement is preferred.

Conduit runs should be straight with minimal couplings. Runs around an object like a gutter are not acceptable.

Electrical service is provided by Kentucky Utilities under the Three-Phase General Service Rate (RC113). 15-minute interval data is available in a \*.csv file.

### **Proposal Format**

*// Respondents are strongly encouraged to provide all information requested as reviewers may deduct points for missing material //*

#### Company Profile

Company name:

Company address:

Year established:

Number full time employees:

Elaborate on company's focus on solar with respect to other services and company's impact and presence in Lexington: {Response}

#### Project Experience

- ✓ Specific to solar PV systems installed by the company in calendar year 2023,
  - ✓ What was the total number of systems installed?
  - ✓ What was the total installed capacity in KW?
- ✓ Describe your experience with project permitting and interconnection experience with LGE-KU:  
{Response}
- ✓ Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.

#### Project Team

Provide work experience and relevant professional certifications (electrical license, P.E., NABCEP, etc.) for:

- ✓ (A) Person responsible for the system design,
- ✓ (B) Person to oversee installation.

If sub-contractors will be used, describe the work to be performed and quantify as a percentage of project cost: {Response}

#### Technical Approach

Include as attachments the following items:

- ✓ ☒ PV module specifications
- ✓ ☒ Inverter specifications
- ✓ ☒ Racking specifications
- ✓ ☒ Other component specifications (rapid shutdown, optimizers, etc.)
- ✓ ☒ Equipment warranties and workmanship warranty. List in itemized table
- ✓ ☒ Line diagram for dc/ac wiring showing route from modules to inverters to interconnect location
- ✓ ☒ Software modeling report quantifying expected monthly output (kWh) and monthly peak generation (kW)

#### Price Proposal

- ✓ Complete and sign the PRICE PROPOSAL FORM included within this solicitation to determine a lump sum price to complete the scope of work, inclusive of overhead and profit.

The Owner Allowance is exclusively for owner-directed work beyond the proposal. Reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the Contractor.

#### Exclusions

- ✓ Any exclusions to the requirements herein must be specifically identified in this section.  
{Response}

#### **Evaluation Criteria**

LFUCG will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation.

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
<b>TOTAL</b>	<b>100 points</b>



Figure 01 – Basis of Design

**RFP 17-2024 Price Proposal Form**  
**Solar PV Installation**

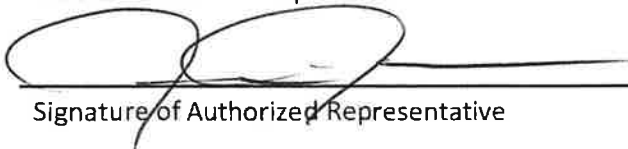
<b>Fire Station #22, 4393 Clearwater Way</b>	
Array Modules	\$ 13,360.00
Inverter(s) & Monitoring System	\$ 8,100.00
Electrical & Wiring Materials	\$ 7,250.00
Racking Materials	\$ 6,690.00
Labor	\$ 15,973.00
Other w/ Description    General Conds. - Rentals, permits	\$ 5,000.00
Structural Verification Letter	\$ 1,500.00
Owner Allowance (mandatory)	\$2,000
<b>TOTAL</b>	<b>\$ 59,873.00</b>

Jason Johnson

Printed Name of Authorized Representative

Project Manager

Title of Authorized Representative



Signature of Authorized Representative

**Proposal for Solar PV Installation  
at Fire Station #22  
RFP #17-2024**





# Company Profiles



# Proposal for Solar PV Installation at Fire Station #22 RFP #17-2024

## Company Profile

**Company Name:** Calhoun Construction Services

**Company Address:** 1708 Jaggie Fox Way  
Lexington, KY 40511

7707 National Turnpike, Suite 400  
Louisville, KY (Headquarters)

**Year Established:** 2012

**# Full-Time Employees:** 145

The company is actively involved in the installation of solar panels and related infrastructure.

Calhoun's expertise in solar energy extends to assessing and analyzing the cost-benefit of solar installations for small commercial entities. This assessment helps businesses understand the long-term financial benefits of switching to solar power, such as reduced energy costs and increased energy independence.

This focus on solar energy reflects Calhoun Construction's broader commitment to sustainable practices and community engagement, as they seek to support and develop dedicated professionals who share a passion for community welfare and sustainable development.

## Company Profile

**Company Name:** CMTA

**Company Address:** 220 Lexington Green  
Circle, Ste 600  
Lexington, KY 40503

**Year Established:** 1968

**# Full-Time Employees:** 850

CMTA has designed over 140 Megawatts of photovoltaic systems on hundreds of high-performance projects all around the country including the Zero Energy Locust Trace AgriScience Center in Lexington. CMTA implements the latest technologies and innovations in solar module design, inverter design and cost-effective mounting technologies. Our staff is uniquely qualified based on their wide range of experience within the PV industry which consists of NABCEP accredited installers, inspectors and designers with a combined experience of over 40 years. This expertise allows our team to bring unmatched value and innovation to any project.



# Project Experience



**Specific to solar PV systems installed by the company in calendar year 2023, what was the total number of systems installed? 5**

**What was the total installed capacity in KW? 1,291 kW**

**Describe your experience with project permitting and interconnection experience with LGE-KU:**

Calhoun Construction Services & CMTA have worked with LGE/KU on many PV projects ranging in size from 5-500kW+. We excel at the requirements for interconnection when it comes to engineering (Site Plan & Single Line Diagrams), codes and standards. We often work directly with the renewable group and team to vet available PV capacity on utility feeders that bring service to a specific site or building. This type of experience is very important because it allows our team to identify potential project issues on the onset of design instead of later in the project, where the consequences of a PV design/system size not being accepted by the utility could cost our client a lot of frustrations and resources.

**Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.**

Fayette County Public Schools, Locust Trace Agri-Science Center - Lexington, KY

- The Solar Photovoltaic array is comprised of 572 - 305W Crystalline Solar Panels. These are housed on the roofs of both the Academic Building, and the Arena Building. The total array size of 175KW is designed to generate enough electrical power to offset all site power usage and become NetZero site consumption.

- Zero Energy
- LEED Platinum
- PV: 175 kW
- EUI: 16
- Fayette County Public Schools

Lars Finneseth

859-381-4917

[lars.finneseeth@fayette.kyschools.us](mailto:lars.finneseeth@fayette.kyschools.us)

Berea College, Deep Green Residence Hall - Berea, KY

- A 50 kW monocrystalline solar photovoltaic (PV) system is installed on the south facing sloped roof area of the building. The system is modeled to provide 14 percent of the power usage on an annual basis. The system was selected because of the high efficiency and recent lower industry costs with an installation cost of \$4.93/watt.

- Zero Energy Ready
- LEED Platinum
- PV: 50 kW
- EUI: 31.4
- Berea College

Derrick Singleton

VP of Operations

859-985-3131

# Photovoltaic Systems

## Select Project Experience

### **Town of Andover, Sanborn Elementary School**

Zero Energy Targeted

PV: 350 kW

EUI: 25

### **DC Department of Parks and Recreation, Stead Park Community Center**

Zero Energy Targeted

PV: 90

### **Arlington County, Lubber Run Community Center**

Zero Energy

PV: 310 kW

EUI 22.1

### **Warren County Public Schools, Jennings Creek Elementary**

Zero Energy

PV: 250 kW

EUI: 15

### **City of Cincinnati, District 3 Police Headquarters**

Zero Energy

PV: 329 kW

EUI: 26.7

### **Washington College's Semans-Griswold Environmental Center**

Zero Energy Targeted

Living Building Challenge Targeted

LEED Platinum Targeted

EUI: 40

PV: 110 kW

## 9+M SF

in Zero Energy /  
Zero Carbon Facilities

## 180M+

Metric Tons of CO<sub>2</sub>e  
Emissions Eliminated

## 204

LEED Certified / Targeted  
(21 Platinum; 86 Gold; 69 Silver; 28  
Certified)

## 500+

ENERGY STAR Projects  
Scoring over 75

## 140MW

Renewable Power  
Designed / Installed

## 6,000

Miles of Linear Geothermal  
Wells Designed / Installed



# Project Team





# Jason Johnson

## Project Manager/ Lead Installer

### Profile

#### Role

Project Manager/ Lead Installer

#### Bio

Jason has over 25 years of experience in the construction management field and in management roles. He has specialized skills in renewable energy with an emphasis on sustainable design and construction methods. He also has diverse knowledge in the construction field having worked in many of the major trades, including structural, electrical, plumbing, and mechanical. He has a proven record of managing on-time and under-budget projects, as well as exceptional communication and leadership skills.

#### Education

B.S., Construction Management, University of Minnesota  
SEI- PVOL202: Advanced PV System Design and NEC Certification

#### Registrations

OSHA 30-Hour 16-602000854  
Currently Scheduled to take NABCEP PVIS Examination 4/16/24

-1 Years with firm

25 Years experience - construction

11 Years experience - renewable energy



### Select Project Examples

#### Los Angeles Unified School District Multiple Sites

*Los Angeles, CA*

- 9 Public School Sites
- PV: 7.4 MW Total System Size
- Carport PV Systems

#### Santa Monica Malibu Unified School District Multiple Sites

*Santa Monica, CA*

- 9 Public School Sites
- PV: 863.310 kW Total System Size
- Roof Mount Systems

#### Newport Costa Mesa Unified School District

*Newport-Cost Mesa, CA*

- 32 Public School Sites
- PV: 3.3 MW Total System Size
- Carport PV Systems

#### Westmont Solar Energy Project @ the Port of Los Angeles

*San Pedro, CA*

- 4 Total Rooftops Covering More Than 50 Acres
- PV: 16.4 MW Total System Size
- Roof Mount Systems

#### Hallway Feeds Solar Project

*Lexington, KY*

- 3 Total Systems
- PV: 522,900 kW
- Roof Mount and Ground Mount Systems

# Record of Completion

Presented this day, March 26, 2024  
hereby certifies that

**Jason Johnson**

has successfully completed

**PVOL202: Advanced PV System Design and the NEC  
(Grid-Direct) Online - February 2024**



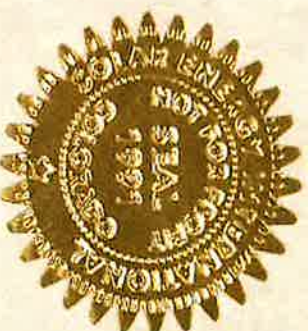
**SOLAR ENERGY  
INTERNATIONAL**

Educate. Engage. Empower.



Vice President of Curriculum and Instruction: Wendy Knapp

**SOLAR ENERGY INTERNATIONAL**  
39845 Mathews Lane, Paonia, CO 81428 970-527-7657  
[www.solarenergy.org](http://www.solarenergy.org)



This course has been approved for 60.0 contact training hours.





# Michael Phelps

## Lead Electrician

### Profile

#### Role

Lead Electrician

#### Bio

Mike has over 20 years of experience as an electrician in Kentucky. He has worked on more than 100 diverse electrical interconnection projects in LGE-KU service territories. He has superior knowledge in local, regional, and national electrical code (NEC) requirements. Mike has a proven track record of completing electrical projects on time with very little need for modifications require by electrical inspection officers.

#### Education

Electrical Apprenticeship 1996

#### Registrations

DHBC – Licensed Master Electrician KY  
(ME28047) 2005- Present  
OSHA 30-HOUR CSH

#### 5 Years with firm

**22 Years experience - electrical  
construction**

**3 Years experience - photovoltaic  
construction**



#### Days Inn Louisville Airport

*Louisville, KY*

- PV: 96kW Total System Size
- 2 Roof Mount PV Systems

#### Hallway Feeds Solar Project

*Lexington, KY*

- 3 Total Systems
- PV: 522.900 kW
- Roof Mount and Ground Mount Systems

#### Oakley Trasport

*Louisville, KY*

- PV: 24.5 kW
- Roof Mount PV System

#### Saint James Church

*Elizabethtown, KY*

- PV: 12 kW
- Roof Mount PV System

**KENTUCKY**  
**DEPARTMENT OF HOUSING,**  
**BUILDINGS & CONSTRUCTION**



Michael P Phelps

ME28047

**EXPIRATION DATE - 12/31/2024**

**KENTUCKY LICENSE**



# KONRAD KUTTER

NABCEP, PVIP, PVSI

Principal-in-Charge | Solar Program Manager

## EDUCATION

Mr. Kutter received a Bachelor of Science in Civil Engineering and German Studies from the University of Kentucky in 2014.

## REGISTRATIONS

- Power and Energy Certificate from the Power and Energy Institute of Kentucky
- NABCEP PV Installation Professional PV-1-2117-013866
- NABCEP PV Inspector PVSI-061819-013866
- BPI Building Science Principles
- OSHA 30hr Hazard Recognition Training

## ORGANIZATIONS

- North American Board of Energy Practitioners
- Engineers without Borders
- Kentucky Society of Professional Engineers
- Kentucky Solar Industry Association - Board Member

## RELATED PROJECTS

ESPC Project: Total=\$11,527,219

91 kW rooftop solar PV array for Pender Office Bldg., 100 kW array for 2 fire stations, 326 kW array for a RECenter, 150 kW array for office building, 350.98 kW for 166 Transfer Station

Fairfax County Government Phase 2  
Fairfax, Virginia

ESPC Project: Total=\$58,267,792

Loudoun County Public Schools Phases 1 - 5, 7

Phase 1: 592.5 kW roof mount solar array

Phase 2: 244 kW DC roof mount solar array

Phase 3: 1,941.23 kW DC roof mount solar arrays across 6 schools

Phase 4: 562.5 kW roof mount solar array

Phase 5: 2,107 kW DC roof mount solar arrays, 4,600 solar PV panels, across 4 facilities

Phase 7: 240.75 kW roof-mounted solar photovoltaic array with 535 modules for 1 school

Ashburn, Virginia

ESPC Project: \$14,642,122; 21 facilities

Wood County Schools Phase 1

390 kW roof mount solar array

Parkersburg, West Virginia

## EXPERIENCE

Mr. Kutter has a vast knowledge of renewable energy systems within and outside of the United States. He is a certified PV designer, installation professional and inspector who has worked on projects ranging from 5kW to 10MW+.

Mr. Kutter has experience in all facets of a construction project from design, interconnection, and construction to commissioning. He has a thorough knowledge base in utility interconnection, both in net metering and behind the meter interconnections. He also has strong skills in leadership and management, which has led to the success of a variety of projects.

As a project manager, Mr. Kutter will ensure the overall project scope is met by coordinating and working closely with the project team through design, construction and commissioning. He will work effectively with utilities and subcontractors to ensure a successful project. Once the project has been completed, Mr. Kutter has the expertise and certification by the North American Board of Energy Practitioners to inspect all types of photovoltaic systems.





# Brian Baumgartle

PE, LC, LEED AP BD+C

Principal-in-Charge/Project Manager

## Profile

### Role

Principal-in-Charge/Project Manager

### Bio

As an expert in electrical engineering, Brian holds extensive understanding of electrical power distribution and its impact on energy efficiency and resiliency. He has also designed more than 100 Megawatts of renewable power (photovoltaics) for many institutions across the nation, including K-12 school districts. In addition, his extensive experience and knowledge of lighting and daylighting design ensures that it will be memorable, visually comfortable, cost effective and energy efficient.

### Education

B.S., Electrical Engineering, University of Louisville, 1998

### Registrations

Licensed Professional Engineer KY (#23119)

**16 Years with firm**

**26 Years experience**



## Select Project Examples

### City of Cincinnati

*Cincinnati, Ohio*

District 3 Police Headquarters

- 39,600 SF
- Zero Energy
- LEED Platinum
- PV: 329 kW
- EUI: 26.7

### Hancock County Public Library

*Palestine, Indiana*

Sugar Creek Library

- 15,000 SF New Facility
- Zero Energy
- PV: 132 kW
- EUI: 27.8

### Kentucky Air National Guard

*Frankfort, Kentucky*

Boone National Guard Army Aviation Support Building

- 115,300 SF New Facility
- LEED Gold
- PV: 80 kW
- EUI: 15

### Warren County Public Schools

*Bowling Green, Kentucky*

Jennings Creek Elementary

- 86,000 SF New Facility
- Zero Energy
- Energy Star
- PV: 350 kW
- EUI: 15

### Kenton County Schools

*Edgewood, Kentucky*

Turkey Foot Middle School

- 133,359 SF New Facility
- Zero Energy
- LEED Gold
- PV: 453 kW
- EUI: 22



# Andrew Godoy

## Electrical Engineer

### Profile

#### Role

Electrical Engineer

#### Bio

Andrew first joined CMTA as an intern in 2013 while attending University of Louisville, then joined CMTA full-time after graduating in 2016.

When it comes to community and education-based projects, Andrew understands how vital electrical systems play a part in determining a good project from a great one. He enthusiastically looks forward to conquering inevitable challenges and future projects along the way, as well as meeting new clients and making their projects come to life.

#### Education

B.S., Electrical Engineering, University of Louisville, 2016

**7 Years with firm**

**7 Years experience**



### Select Project Examples

#### City of Cincinnati

*Cincinnati, Ohio*

##### District 3 Police Headquarters

- 39,600 SF
- Zero Energy
- LEED Platinum
- PV: 329 kW
- EUI: 26.7

#### Kentucky Air National Guard

*Frankfort, Kentucky*

##### Boone National Guard Army Aviation Support Building

- 115,300 SF New Facility
- LEED Gold
- PV: 80 kW
- EUI: 15

#### CMTA

*Lexington, Kentucky*

##### Lexington Office Building

- 12,000 SF New Facility
- Zero Energy
- LEED Platinum
- PV: 8 kW
- EUI: 14

#### Arlington Public Schools

*Arlington, Virginia*

##### Discovery Elementary School

- 98,000 SF New Facility
- Zero Energy
- Energy Star
- PV: 497 kW
- EUI: 15.2

#### Coppell Independent School District

*Coppell, Texas*

##### Richard J Lee Elementary School

- 96,000 SF New Facility
- Zero Energy
- LEED Gold
- PV: 358 kW
- EUI: 19



# Technical Approach



# Technical Approach

## Photovoltaic (PV) Systems

The photovoltaic industry continues to evolve rapidly meaning that whatever worked on the last project might be outdated and expensive on the next. CMTA's solar design experts are on the forefront of many of these trends to ensure that our clients are able to leverage the best available photovoltaic technology.

CMTA has designed over 140 Megawatts of photovoltaic systems on hundreds of high-performance projects all around the county and implements the latest technologies and innovations in solar module design, inverter design and cost-effective mounting technologies. Our staff is uniquely qualified based on their wide range of experience within the PV industry which consists of NABCEP accredited installers, inspectors and designers with a combined experience of over 40 years. This expertise allows our team to bring unmatched value and innovation to any project.

Our process starts at the conceptual design level, involves consideration of building massing, orientation, self-shading, roof obstacles and utility interconnection viability. Next, we assess the potential EUI of the building and ensure we understand the impact of loads within the building we have designed. We live by the "reduce before produce" model, which ensures a focus on reducing building loads and other efficiency opportunities before lowering the EUI of the building with PV. This line of thinking and design allows CMTA to ensure the size of a projects solar PV plant is optimized.



# CALHOUN CONSTRUCTION SERVICES

## PV MODULE SPECS



# Q.PEAK DUO BLK ML-G10+ SERIES



**395 - 415 Wp | 132 Cells**  
**21.1% Maximum Module Efficiency**

**MODEL** Q.PEAK DUO BLK ML-G10.a+  
Q.PEAK DUO BLK ML-G10+



## Breaking the 21% efficiency barrier

Q.QUANTUM DUO Z Technology with zero gap cell layout boosts module efficiency up to 21.1%.



## A reliable investment

Inclusive 25-year product warranty and 25-year linear performance warranty<sup>1</sup>.



## Enduring high performance

Long-term yield security with Anti LeTID Technology,<sup>2</sup> Anti PID Technology<sup>2</sup> and Hot-Spot Protect.



## Extreme weather rating

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (4000 Pa).



## Innovative all-weather technology

Optimal yields, whatever the weather with excellent low-light and temperature behaviour.



## The most thorough testing programme in the industry

Qcells is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new "Quality Controlled PV" of the independent certification institute TÜV Rheinland.

<sup>1</sup> See data sheet on rear for further information

<sup>2</sup> APT test conditions according to IEC/TS 62804-1 2015, method A (-1500 V, 96 h)

**The ideal solution for:**



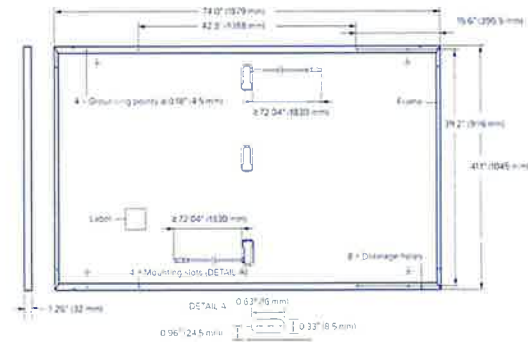
Rooftop arrays on  
residential buildings



# Q.PEAK DUO BLK ML-G10+ SERIES

## Mechanical Specification

Format	74.0 in × 41.1 in × 1.26 in (including frame) (1879 mm × 1045 mm × 32 mm)
Weight	48,5 lbs (22,0 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 22 monocrystalline Q.ANTUM solar half cells
Junction box	2 09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm <sup>2</sup> Solar cable; (+) ≥ 72.04 in (1830 mm), (-) ≥ 72.04 in (1830 mm)
Connector	Stäubli MC4; IP68



## Electrical Characteristics

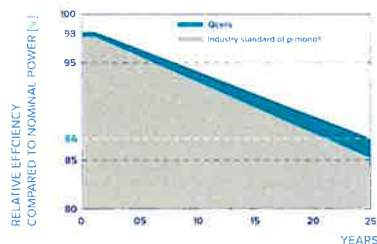
POWER CLASS			395	400	405	410	415
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC <sup>1</sup> (POWER TOLERANCE +5 W/-0 W)							
Minimum	Power at MPP <sup>1</sup>	P <sub>MPP</sub> [W]	395	400	405	410	415
	Short Circuit Current <sup>1</sup>	I <sub>SC</sub> [A]	11.02	11.05	11.08	11.11	11.14
	Open Circuit Voltage <sup>1</sup>	V <sub>OC</sub> [V]	45.20	45.24	45.27	45.31	45.34
	Current at MPP	I <sub>MPP</sub> [A]	10.48	10.54	10.60	10.65	10.71
	Voltage at MPP	V <sub>MPP</sub> [V]	37.68	37.95	38.22	38.48	38.74
	Efficiency <sup>1</sup>	η [%]	≥ 20.1	≥ 20.4	≥ 20.6	≥ 20.9	≥ 21.1

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT<sup>2</sup>

Minimum	Power at MPP	P <sub>MPP</sub> [W]	296.4	300.1	303.9	307.6	311.4
	Short Circuit Current	I <sub>SC</sub> [A]	8.88	8.91	8.93	8.95	8.98
	Open Circuit Voltage	V <sub>OC</sub> [V]	42.63	42.66	42.69	42.73	42.76
	Current at MPP	I <sub>MPP</sub> [A]	8.25	8.30	8.35	8.40	8.45
	Voltage at MPP	V <sub>MPP</sub> [V]	35.93	36.16	36.39	36.61	36.84

<sup>1</sup>Measurement tolerances P<sub>MPP</sub> ± 3%; I<sub>SC</sub>, V<sub>OC</sub> ± 5% at STC: 1000 W/m<sup>2</sup>, 25 ± 2 °C, AM 1.5 according to IEC 60904-3 • <sup>2</sup>800 W/m<sup>2</sup>, NMOT, spectrum AM 1.5

## Qcells PERFORMANCE WARRANTY

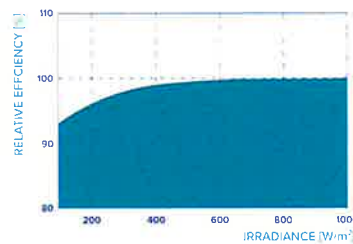


At least 98% of nominal power during first year. Thereafter max. 0.5% degradation per year. At least 93.5% of nominal power up to 10 years. At least 85% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

\*Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

## PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m<sup>2</sup>)

## TEMPERATURE COEFFICIENTS

Temperature Coefficient of I <sub>SC</sub>	α [%/K]	+0.04	Temperature Coefficient of V <sub>OC</sub>	β [%/K]	-0.27
Temperature Coefficient of P <sub>MPP</sub>	γ [%/K]	-0.34	Nominal Module Operating Temperature	NMOT [°F]	109 ± 5.4 (43 ± 3 °C)

## Properties for System Design

Maximum System Voltage	V <sub>sys</sub> [V]	1000 (IEC)/1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating based on ANSI/UL 61730	TYPE 2
Max. Design Load, Push/Pull <sup>3</sup>	[lbs/ft <sup>2</sup> ]	75 (3600 Pa)/55 (2660 Pa)	Permitted Module Temperature on Continuous Duty	-40 °F up to +185 °F (-40 °C up to +85 °C)
Max. Test Load, Push/Pull <sup>3</sup>	[lbs/ft <sup>2</sup> ]	113 (5400 Pa)/84 (4000 Pa)		

<sup>3</sup> See Installation Manual

## Qualifications and Certificates

UL61730-1 & UL61730-2, CE-compliant,  
Quality Controlled PV - TÜV Rheinland,  
IEC 61215:2016, IEC 61730:2016,  
U.S. Patent No. 9,893,215 (solar cells),



\*Contact your Qcells Sales Representative for details regarding the module's eligibility to be Buy American Act (BAA) compliant.

Qcells pursues minimizing paper output in consideration of the global environment.

Note: Installation instructions must be followed. Contact our technical service for further information on approved installation of this product.  
Hanwha Q CELLS America Inc. 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL: +1 949 748 59 96 | EMAIL: hqc-inquiry@qcells.com | WEB: www.qcells.com

qcells

# CALHOUN CONSTRUCTION SERVICES

## INVERTER SPECS

## Three Phase Inverters for the 120/208V Grid For North America

SE10KUS / SE17.3KUS



### The best choice for SolarEdge enabled systems

- / Specifically designed to work with power optimizers
- / Quick and easy inverter commissioning directly from a smartphone using SolarEdge SetApp
- / Fixed voltage inverter for superior efficiency and longer strings
- / Built-in type 2 DC and AC Surge Protection, to better withstand lightning events
- / Small, lightest in its class, and easy to install outdoors or indoors on provided bracket
- / Integrated arc fault protection and rapid shutdown for NEC 2014, 2017, and 2020, per article 690.11 and 690.12
- / Built-in module-level monitoring with Ethernet, wireless or cellular communication for full system visibility
- / Integrated Safety Switch
- / UL1741 SA and SB certified, for CPUC Rule 21 grid compliance

# Three Phase Inverters for the 120/208V Grid<sup>(1)</sup>

## For North America

### SE10KUS / SE17.3KUS

Model Number	SE10KUS	SE17.3KUS	
Applicable to inverters with part number	SEXK-USX2IXXX		
OUTPUT			
Rated AC Power Output	10000	17300	W
Maximum Apparent AC Output Power	10000	17300	VA
AC Output Line Connections	3W + PE, 4W + PE		
AC Output Voltage Minimum-Nominal-Maximum <sup>(2)</sup> (L-N)	105 – 120 – 132.5		Vac
AC Output Voltage Minimum-Nominal-Maximum <sup>(2)</sup> (L-L)	183 – 208 – 229		Vac
AC Frequency Minimum-Nominal-Maximum <sup>(2)</sup>	59.3 – 60 – 60.5		Hz
Continuous Output Current (per Phase)	27.8	48.25	Aac
GFDI Threshold	1		A
Utility Monitoring, Islanding Protection, Country Configurable Set Points	Yes		
THD	≤ 3		%
Power Factor Range	+/- 0.85 to 1		
INPUT			
Maximum DC Power (Module STC)	17500	30275	W
Transformer-less, Ungrounded	Yes		
Maximum Input Voltage DC+ to DC-	600		Vdc
Operating Voltage Range	370 – 600		Vdc
Maximum Input Current	27.8	48.25	Adc
Maximum Input Short Circuit Current	55		Adc
Reverse-Polarity Protection	Yes		
Ground-Fault Isolation Detection	167kΩ Sensitivity <sup>(3)</sup>		
CEC Weighted Efficiency	97	97.5	%
Night-time Power Consumption	< 4		W
ADDITIONAL FEATURES			
Supported Communication Interfaces	2 x RS485, Ethernet, Cellular (optional)		
Inverter Commissioning	With the SetApp mobile application using built-in Wi-Fi access point for local connection		
Rapid Shutdown	NEC2014, NEC2017 and NEC2020 compliant/certified		
RS485 Surge Protection Plug-in	Supplied with the inverter, Built-in		
AC, DC Surge Protection	Type II, field replaceable, Built-in		
DC Fuses (Single Pole)	25A, Built-in		
Smart Energy Management	Export Limitation		
DC SAFETY SWITCH			
DC Disconnect	Integrated		
STANDARD COMPLIANCE			
Safety	UL1741, UL1741 SA, UL1741 SB, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07		
Grid Connection Standards	IEEE1547-2018, Rule 21, Rule 14 (H1)		
Emissions	FCC part15 class A		
INSTALLATION SPECIFICATIONS			
AC Output Conduit size /AWG range	¾" or 1" / 6 - 10 AWG		
DC Input Conduit size / AWG range	¾" or 1" / 6 - 12 AWG		
Number of DC inputs pairs	4		
Dimensions with Safety Switch (H x W x D)	31.8 x 12.5 x 11.8 / 808 x 317 x 300		in / mm
Weight with Safety Switch	78.2 / 35.5		lb / kg
Cooling	Fans (user replaceable)		
Noise	< 62		dBA
Operating Temperature Range	-40 to +140 / -40 to +60(4)		°F / °C
Protection Rating	NEMA 3R		
Mounting	Bracket provided		

(1) For 277/480V inverters refer to the [Three Phase Inverters for the 277/480V Grid for North America datasheet](#)

(2) For other regional settings please contact SolarEdge support.

(3) Where permitted by local regulations

(4) For power de-rating information refer to the [Temperature De-rating - Technical Note \(North America\)](#)

# CALHOUN CONSTRUCTION SERVICES

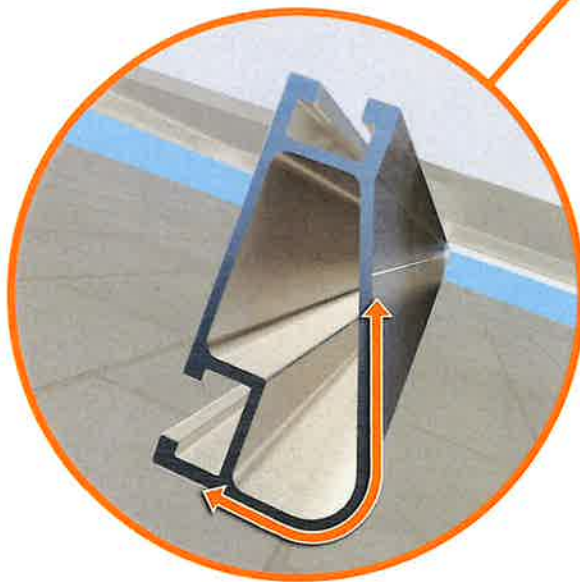
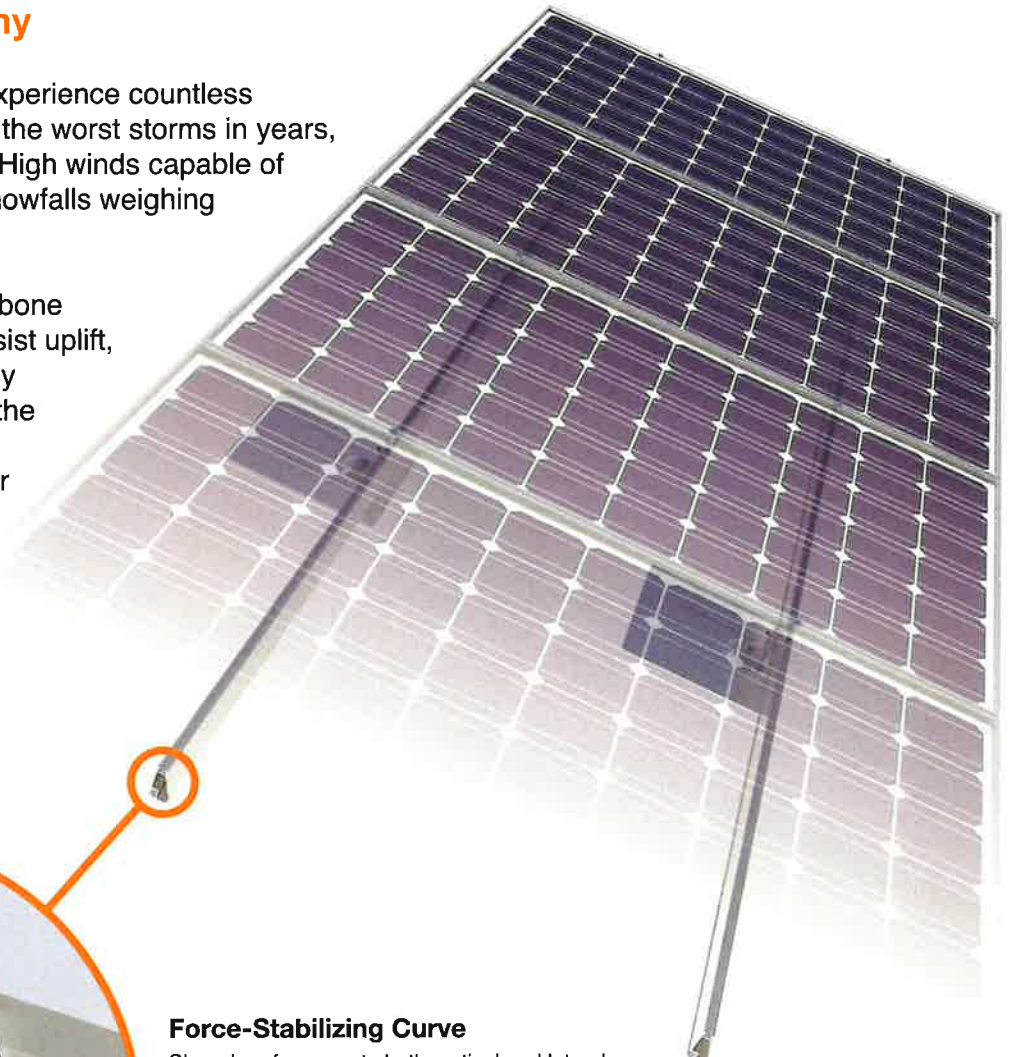
## RACKING AND STANTION SPECS



## Solar Is Not Always Sunny

Over their lifetime, solar panels experience countless extreme weather events. Not just the worst storms in years, but the worst storms in 40 years. High winds capable of ripping panels from a roof, and snowfalls weighing enough to buckle a panel frame.

XR Rails® are the structural backbone preventing these results. They resist uplift, protect against buckling and safely and efficiently transfer loads into the building structure. Their superior spanning capability requires fewer roof attachments, reducing the number of roof penetrations and the amount of installation time.



### Force-Stabilizing Curve

Sloped roofs generate both vertical and lateral forces on mounting rails which can cause them to bend and twist. The curved shape of XR Rails® is specially designed to increase strength in both directions while resisting the twisting. This unique feature ensures greater security during extreme weather and a longer system lifetime.

### Compatible with Flat & Pitched Roofs



XR Rails® are compatible with FlashFoot® and other pitched roof attachments.



IronRidge® offers a range of tilt leg options for flat roof mounting applications.

### Corrosion-Resistant Materials

All XR Rails® are made of 6000-series aluminum alloy, then protected with an anodized finish. Anodizing prevents surface and structural corrosion, while also providing a more attractive appearance.



## XR Rail® Family

The XR Rail® Family offers the strength of a curved rail in three targeted sizes. Each size supports specific design loads, while minimizing material costs. Depending on your location, there is an XR Rail® to match.



### XR10

XR10 is a sleek, low-profile mounting rail, designed for regions with light or no snow. It achieves spans up to 6 feet, while remaining light and economical.

- 6' spanning capability
- Moderate load capability
- Clear & black anodized finish
- Internal splices available



### XR100

XR100 is a residential and commercial mounting rail. It supports a range of wind and snow conditions, while also maximizing spans up to 10 feet.

- 10' spanning capability
- Heavy load capability
- Clear & black anodized finish
- Internal splices available



### XR1000

XR1000 is a heavyweight among solar mounting rails. It's built to handle extreme climates and spans up to 12 feet for commercial applications.

- 12' spanning capability
- Extreme load capability
- Clear anodized finish
- Internal splices available

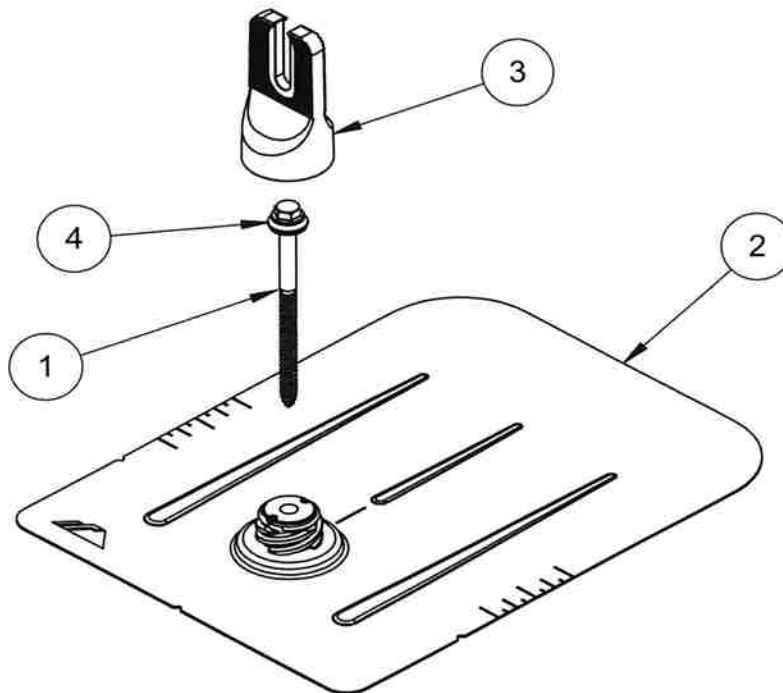
## Rail Selection

The table below was prepared in compliance with applicable engineering codes and standards.\* Values are based on the following criteria: ASCE 7-16, Gable Roof Flush Mount, Roof Zones 1 & 2e, Exposure B, Roof Slope of 8 to 20 degrees and Mean Building Height of 30 ft. Visit [IronRidge.com](http://IronRidge.com) for detailed certification letters.

Load		Rail Span					
Snow (PSF)	Wind (MPH)	4'	5' 4"	6'	8'	10'	12'
None	90	XR10		XR100		XR1000	
	120						
	140						
	160						
20	90						
	120						
	140						
	160						
30	90						
	160						
40	90						
	160						
80	160						
120	160						

\*Table is meant to be a simplified span chart for conveying general rail capabilities. Use approved certification letters for actual design guidance.



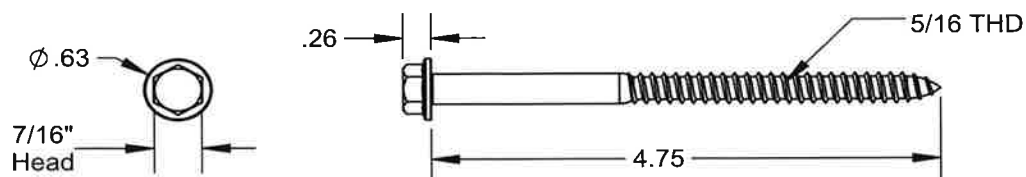


ITEM NO.	DESCRIPTION	Qty in Kit
1	BOLT LAG 5/16 X 4.75"	1
2	ASSY, FLASHING	1
3	ASSY, CAP	1
4	WASHER, EPDM BACKED	1

## FLASHFOOT 2

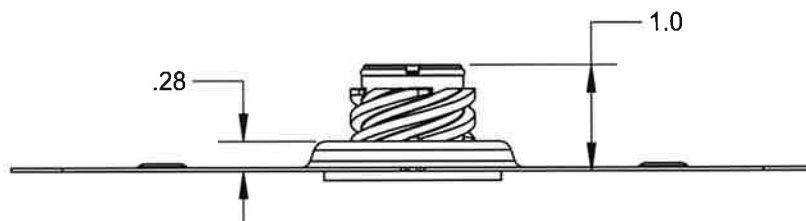
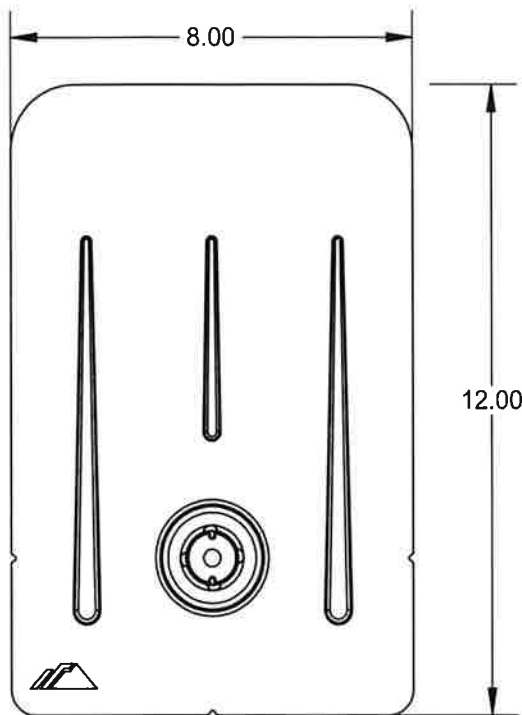
Part Number	Description
FF2-02-M2	FlashFoot2® (Mill)
FF2-02-B2	FlashFoot2® (Black)

### 1) Bolt, Lag 5/16 x 4.75



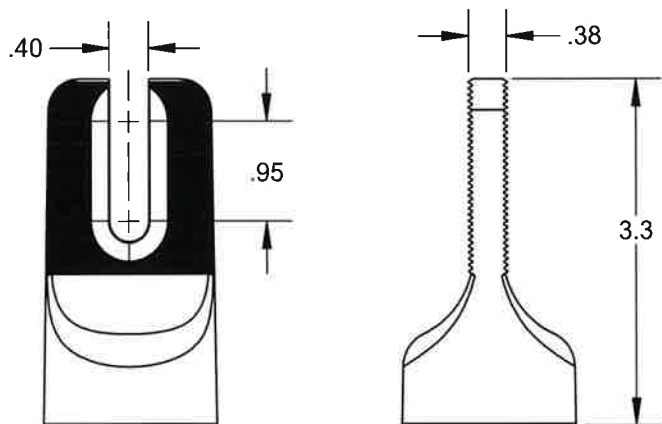
Property	Value
Material	300 Series Stainless Steel
Finish	Clear

## 2) Assy, Flashing



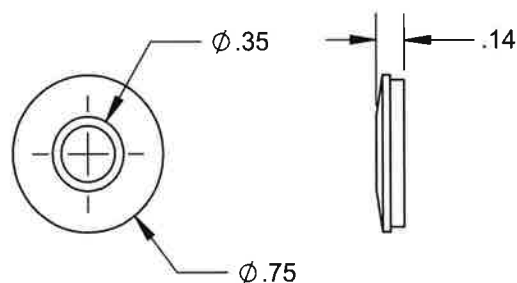
Property	Value
Material	Aluminum
Finish	Mill/Black

## 3) Assy, Cap



Property	Value
Material	Aluminum
Finish	Mill/Black

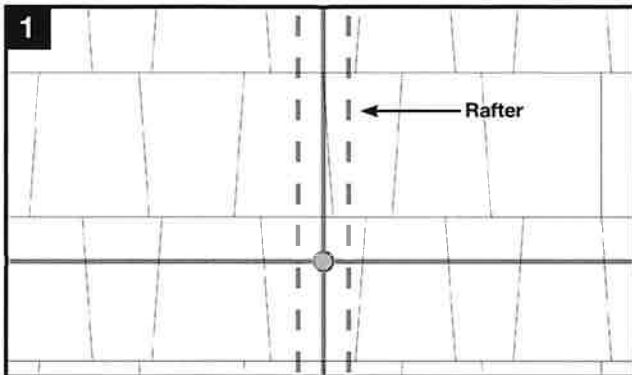
## 4) Washer, EPDM Backed



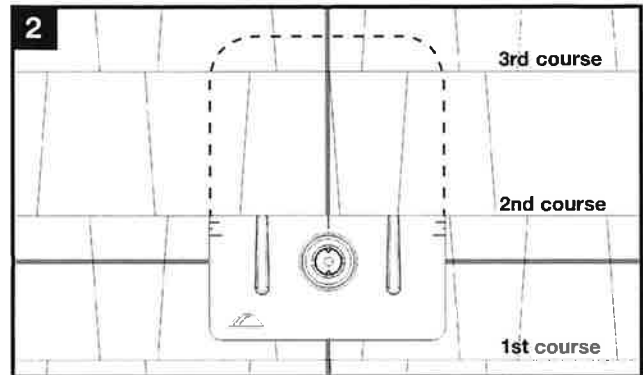
Property	Value
Material	300 Series Stainless Steel
Finish	Clear

## Installation

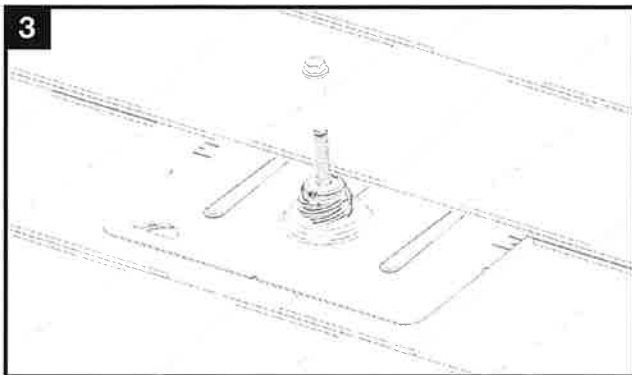
**Tools Required:** tape measure, chalk line, stud finder, roofing bar, caulking gun, driver with 1/4" bit and 7/16" hex socket.



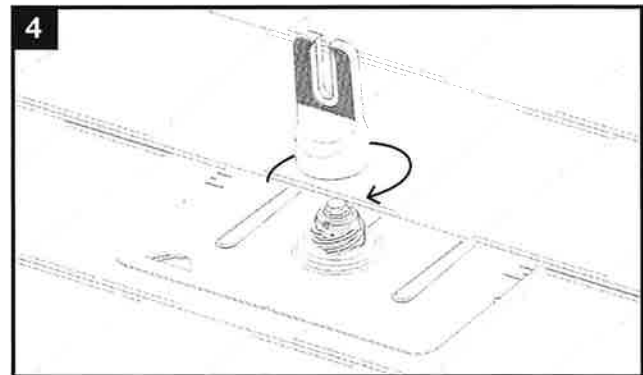
Locate rafters and snap vertical and horizontal lines to mark flashing locations. Drill 1/4" pilot holes, then fill with roofing manufacturer's approved sealant.



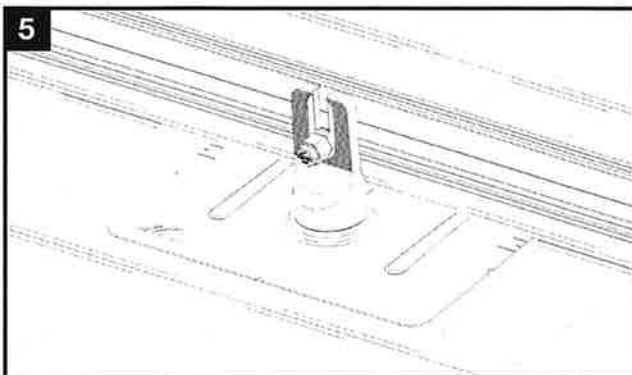
Slide flashing, between 1st and 2nd course, so the top is at least 3/4" above the edge of the 3rd course and the bottom is above the edge of the 1st course.



Line up pilot hole with flashing hole and insert lag bolt with bonded washer through flashing. Tighten lag bolt until fully seated.



Place Cap onto flashing in desired orientation for E/W or N/S rails and rotate 180 degrees. FlashFoot 2 is now installed and ready for IronRidge XR Rails.



Attach rails to either side of the open slot using bonding hardware. Level rail at desired height, then torque to 250 in-lbs (21 ft-lbs).

### Structural Certification

Designed and Certified for Compliance with the International Building Code & ASCE/SEI-7.

### Water Seal Ratings

Water Sealing Tested to UL 441 Section 27 "Rain Test" and TAS 100-95 "Wind Driven Rain Test" by Intertek. Ratings applicable for composition shingle roofs having slopes between 2:12 and 12:12. Tested and evaluated without sealant. Any roofing manufacturer approved sealant is allowed.

### UL 2703

Conforms to UL 2703 Mechanical and Bonding Requirements. See IronRidge Flush Mount Installation Manual for full ratings.

# CALHOUN CONSTRUCTION SERVICES

## RAPID SHUT DOWN SPECS

# Power Optimizer

P860 / P960



POWEROPTIMIZER

## PV power optimization at the module-level

The most cost effective solution for commercial and large field installations

- Specifically designed to work with SolarEdge inverters
- High efficiency with module-level MPPT, for maximized system energy production and revenue, and fast project ROI
- Superior efficiency (99.5%)
- Balance of System cost reduction; 50% less cables, fuses and combiner boxes, over 2x longer string lengths possible
- Fast installation with a single bolt
- Advanced maintenance with module-level monitoring
- Module-level voltage shutdown for installer and firefighter safety
- Use with two PV modules connected in series or in parallel
- Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)

# / Power Optimizer

## P860 / P960

Power Optimizer Model (Typical Module Compatibility)	P860 (for 2 x 72 cell modules)		P960 (for 2 x 72 cell modules)	Unit
INPUT				
Rated Input DC Power <sup>(1)</sup>	860		960	W
Connection type	Dual input for independently connected modules <sup>(2)</sup>			
Absolute Maximum Input Voltage (Voc at lowest temperature)	60			Vdc
MPPT Operating Range	12.5 - 60			Vdc
Maximum Short Circuit Current (Isc)	22	23		Adc
Maximum Short Circuit Current per input (Isc)	11	11.5		Adc
Maximum Efficiency	99.5			%
Weighted Efficiency	98.6			%
Overvoltage Category	II			
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING INVERTER)				
Maximum Output Current	18			Adc
Maximum Output Voltage	80			Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM INVERTER OR INVERTER OFF)				
Safety Output Voltage per Power Optimizer	1 ±0.1			Vdc
STANDARD COMPLIANCE				
Photovoltaic Rapid Shutdown System	Compliant with NEC 2014, 2017 <sup>(3)</sup> , 2020			
EMC	FCC Part15 Class A, IEC61000-6-2, IEC61000-6-3			
Safety	IEC62109-1 (class II safety), UL1741			
Material	UL-94 V-0, UV Resistant			
RoHS	Yes			
INSTALLATION SPECIFICATIONS				
Compatible SolarEdge Inverters	Three phase inverters			
Maximum Allowed System Voltage	1000			Vdc
Dimensions (W x L x H)	129 x 168 x 59 / 5.1 x 6.61 x 2.32			mm / in
Weight (including cables)	1064 / 2.34			gr / lb
Input Connector	MC4 <sup>(1)</sup>			
Output Wire Length <sup>(1)</sup>	Lengths options	Input #1	Input #2	m / ft
	(1)	(-) 0.16 / 0.52, (+) 0.16 / 0.52	(-) 0.16 / 0.52, (+) 0.16 / 0.52	
	(2)	(-) 1.6 / 5.24, (+) 0.16 / 0.52	(-) 0.16 / 0.52, (+) 1.6 / 5.24	
Output Wire Type / Connector	Double Insulated, MC4			
Output Wire Length	2.3 / 7.2			
Operating Temperature Range <sup>(5)</sup>	-40 to +85 / -40 to +185			°C / °F
Protection Rating	IP68 / NEMA6P			
Relative Humidity	0 - 100			%

(1) Rated power of the module at STC will not exceed the optimizer Rated Input DC Power Modules with up to +5% power tolerance are allowed

(2) In a case of odd number of PV modules in one string, it is allowed to install one P860/P960 power optimizer connected to one PV module. When connecting a single module to P860/P960, seal the unused input connectors with the supplied pair of seals

(3) NEC 2017 requires max combined input voltage be not more than 80V.

(4) For other connector types please refer to <https://www.solaredge.com/sites/default/files/optimizer-input-connector-compatibility.pdf>

(5) Longer inputs wire length are available for use with split junction box modules. For options 2, order P860-xxxYxxx

(6) For ambient temperature above +70°C / +158°F power de-rating is applied. Refer to Power Optimizers Temperature De-Rating Application Note for more details

PV SYSTEM DESIGN USING SOLAREEDGE INVERTER <sup>(7)</sup>		THREE PHASE FOR 230/400V GRID	THREE PHASE FOR 277/480V GRID
		<b>P860/P960</b>	
Minimum String Length	Power Optimizers	14	
	PV Modules	27	
Maximum String Length	Power Optimizers	30	
	PV Modules	60	
Maximum Power per String		13500 <sup>(8)</sup>	15300 <sup>(9)</sup>
Parallel Strings of Different Lengths or Orientations		Yes	

(7) It is not allowed to mix P860/P960 with P730/P800p/P850/P950/P1100 in one string or to mix with P370-P505 in one string.

(8) For the 230/400V grid up to 15,750W per string may be installed when the maximum power difference between each string is 2,000W

(9) For the 277/480V grid up to 15,750W per string may be installed when the maximum power difference between each string is 2,000W

# **CALHOUN CONSTRUCTION SERVICES**

## **COMMERICAL INVERTER MONITORING SYSTEM SPECS**

## Revenue Grade Energy Meter with Modbus Connection for 208V Grid for North America

SE-RGMTR-3D-208V-A

SE-RGMTR-3Y-208V-A



### Revenue Grade Energy Meter for Commercial Installations

- / High accuracy revenue grade meter readings for production monitoring
- / Small and easy to install - fits in standard electrical panel
- / Supports commercial and utility-size installations
- / Supports RS485 120Ω line termination
- / Communicates over RS485 to provide monitoring data



# / Revenue Grade Energy Meter with Modbus Connection for 208V Grid for North America

SE-RGMTR-3D-208V-A, SE-RGMTR-3Y-208V-A

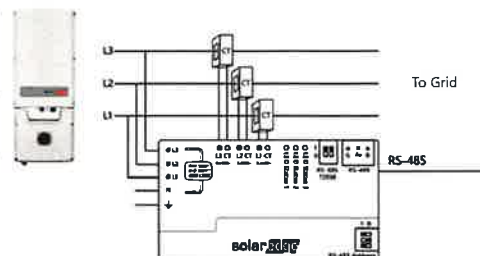
WHEN ORDERING A METER, ORDER CURRENT TRANSFORMERS AS WELL<sup>(1)</sup>:

CURRENT TRANSFORMER MODELS <sup>(2)</sup>	CLASS	RATED RMS CURRENT	DIMENSIONS (INTERNAL/ EXTERNAL)
SEACTL-1250-150-C3	0.3	150 A	1.83 x 1.26 in. / 4.50 x 3.30 in.
SEACTL-1250-300-C3	0.3	300 A / 600 A <sup>(3)</sup>	

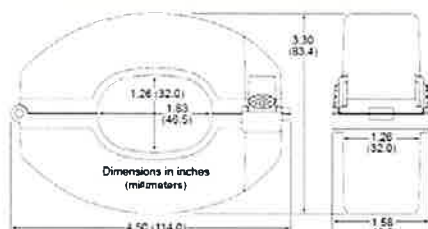
<sup>(1)</sup> Current Transformers should be ordered separately

<sup>(2)</sup> One current transformer per phase; Sold in kits of 3 CTs. For other ratings contact SolarEdge

<sup>(3)</sup> 600 A is achieved by connecting two SEACTL-1250-300-C3 in parallel



Current Transformer Dimensions



		SE-RGMTR-3D-208V-A	SE-RGMTR-3Y-208V-A	UNITS
ELECTRICAL SERVICE				
Nominal Voltage Range	Line to Line	202-240	208-240	Vac
	Line to Neutral		120-277	Vac
Operating Voltage Range	Line to Line	182-264	187-264	Vac
	Line to Neutral		108-305	Vac
Grids <sup>(4)</sup>		3 Phase 3 Wire Delta	3 Phase 4 Wire Wye	
AC Frequency		55-65 <sup>(5)</sup>		Hz
Accuracy (@ 77°F/ 25°C, PF: 0.7-1) <sup>(6)</sup>		ANSI C12.20 Edition 2010 (class 0.5 system)		
Power Consumption		1 - 1.5 (Typical) 3 (Max)		W
COMMUNICATION				
Supported Communication Interfaces		RS485 half-duplex, 3 wires (A, B, GND)		
Response Time		≤1		sec
Default Device ID (Modbus)		1		
STANDARD COMPLIANCE				
Safety		UL 61010-1; CAN/CSA-C22.2 No. 61010-1-04, IEC 61010-1		
Immunity		EN 61326: 2002; EN 61000-4-2; EN 61000-4-3; EN 61000-4-4; EN 61000-4-5; EN61000-4-6; EN 61000-4-11		
Emissions		FCC Part 15, Class B; EN 55022: 1994, Class B		
INSTALLATION SPECIFICATIONS				
Dimensions (HxWxD)		4.40 x 1.38 x 2.95		in
Weight		0.45		lb
Operating Temperature Range <sup>(7)</sup>		-40 to +185		°F
Relative Humidity (noncondensing)		5% to 90% up to 104°F decreasing linearity to 50% RH at 131°F		%
Protection Rating		IP20 - Suitable for indoor use IP65 - Suitable for outdoor use when mounted inside an electrical enclosure that is rated NEMA 3R or 4		
Mounting Type		DIN Rail		

<sup>(4)</sup> PE (Protective Earth) connection is not required for meter operation

<sup>(5)</sup> When used for RGM C12.20 application: 45 - 65 Hz for all other applications

<sup>(6)</sup> Using Opt C0.3 CT models available from CCS

<sup>(7)</sup> Current Transformers operating Temperature Range -30 to +75°C / -22 to +167°F

# CALHOUN CONSTRUCTION SERVICES

## WARRANTY INFORMATION

1. MODULES – 25 YEARS
2. INVERTER – 10 YEARS
3. MONITORING – 5 YEARS
4. RAPID SHUT DOWN SYSTEM – 25 YEARS
5. RACKING SYSTEM – 25 YEARS
6. INSTALLATION / WORKMANSHIP – 5 YEARS
7. ROOFING /PENATRATIONS – 5 YEARS

# CALHOUN CONSTRUCTION SERVICES

## MODULES – 25 YEARS

# LIMITED WARRANTY FOR CRYSTALLINE PHOTOVOLTAIC MODULES FROM Q CELLS

Valid from March 1st, 2022

This limited warranty ("Limited Warranty") is issued by Hanwha Q CELLS USA Inc., 300 Nexus Drive, Dalton GA 30721, USA, or its successors or assigns ("HQC"), and applies exclusively to Q CELLS Modules (as defined in Section 1.a.).

## 1. SCOPE

a. "Products" consist of the Q CELLS Modules and Microinverters as defined in this Section 1.a.

(i) "Q CELLS Modules" are defined in this Limited Warranty as Q CELLS branded photovoltaic modules manufactured by HQC or its authorized manufacturers (hereinafter "Q CELLS module") that are sold and installed within the United States and Canada and are of the following product type:

- Q.PEAK DUO BLK-G10+ / AC

(ii) "Microinverters" are defined in this Limited Warranty as the microinverters assembled with the Q CELLS Modules and are of the following product type:

- IQ™7+-series microinverters

FOR THE AVOIDANCE OF DOUBT, THIS LIMITED WARRANTY SUPERSEDES AND REPLACES ANY MANUFACTURER WARRANTY FOR THE MICROINVERTERS WITH RESPECT TO THE CUSTOMER.

### b. Beneficiary

The sole and exclusive beneficiary of this Limited Warranty is (i) an end customer who (A) purchases Products from HQC or from any one of its authorized distributors or installers ("Distributor") and (B) is the initial installer of such Products into a specific photovoltaic (PV) solar energy project ("Project"), and (ii) any of the end customer's successors or assigns (each, a "Transferee"), as long as (A) the Product remains at the Original Location (as defined below), (B) the Transferee submits to HQC's designee a "Change of Ownership Form", (C) the Transferee pays the applicable transfer fee ("Transfer Fee") to HQC's designee as set forth in the Change of Ownership Form within 30 days from the date of transfer to the Transferee and (D) if applicable, the Transferee complies with the Registration requirements in Section 2.c. (such end customer as defined in this Section 1.b.(i) or Transferee, as applicable, "Customer"). The submission of a Change of Ownership Form is required

for continued Limited Warranty coverage. The Transfer Fee is subject to reasonable adjustment from time to time (as determined at HQC's or its designee's discretion). The Change of Ownership Form will be provided by HQC upon Customer's request.

### c. Validity

This Limited Warranty takes effect on July 1st, 2020 and shall remain valid until a new version of warranty applying to the Products is released by HQC.

### d. Term

The term of this Limited Warranty ("Term") for the Customer begins on the date of initial delivery of the applicable Product to the Customer ("Warranty Start Date") and ends at the end of the warranty periods set forth in Section 2.. The performance of warranty services under this Limited Warranty does not extend the Term. HQC's obligations under this Limited Warranty are conditioned upon the Customer's compliance with its payment obligations for purchase of the applicable Product.

## 2. WARRANTY

### a. Q CELLS Module Product Warranty

Subject to the terms and conditions in this Limited Warranty, HQC warrants to the Customer that the Q CELLS Modules, when installed, used, and serviced under normal operating conditions and in accordance with Q CELLS Module Installation Manual provided by HQC or Distributor will be free from any defects in materials and workmanship that have a significantly negative effect on the power output of the Q CELLS Modules (collectively, "Q CELLS Module Defect") for a period of twenty-five (25) years following the Warranty Start Date. The warranty in this Section 2.a. does not warrant a specific power output of the Q CELLS Modules, which shall be exclusively covered under the Performance Warranty in Section 2.d..

### b. Microinverter Warranty

Subject to the terms and conditions in this Limited Warranty, HQC warrants to the Customer that the Microinverters assembled



together with the Q CELLS Modules and installed for use at the original location of the Project in the United States or Canada, as applicable (the "Original Location") will be free from defects in workmanship and materials for a period of twenty-five (25) years following the Warranty Start Date (the "Microinverter Warranty").

**c. Registration**

The Microinverter Warranty provided by HQC in this Limited Warranty is conditioned on the Customer registering the respective Microinverter within forty-five (45) days from the date of first installation (the "Registration") by either (i) completing and returning the registration card found at the end of this Limited Warranty to Enphase Energy, Inc. as HQC's designee at the address set forth in this Section 2.c., (ii) registering online at [www.enphase.com/register-my-product](http://www.enphase.com/register-my-product); or (iii) registration through the Enlighten™ application when an Enphase Envoy product is purchased and installed as part of the Project, except that IF CUSTOMER IS A RESIDENT OF CALIFORNIA, CONNECTICUT OR ANY OTHER STATE THAT FORBIDS THE RETURN OF A REGISTRATION CARD AS A CONDITION PRECEDENT TO WARRANTY COVERAGE, THEN THE REGISTRATION REQUIREMENTS DESCRIBED IN THIS SECTION 2.C. SHALL NOT APPLY.

**Return Registration Card to:**

Enphase Energy, Inc.  
Attn: Product Registration on behalf of Hanwha Q CELLS USA Inc.  
Customer Service  
3210 Elder St.  
Boise, ID 83705  
United States of America

**d. Q CELLS Module Performance Warranty**

Subject to the terms and conditions of this Limited Warranty, HQC warrants to the Customer that the Q CELLS Modules are manufactured to (i) produce a power output of at least ninety-eight percent (98%) of the minimum power output specified in the applicable module data sheet during the first twelve (12) months following the Warranty Start Date, and (ii) have a yearly maximum decrease (or degradation) of power of not more than fifty-four hundredths of one percent (0.54%) from start of the second (2nd) twelve (12)-month period following the Warranty Start Date until the end of such twelve (12)-month period, and repeated for each successive twelve (12)-month period until the twenty-fifth (25th) anniversary of the Warranty Start Date, (collectively, "Performance Warranty"). As an example, the Q CELLS Module will be manufactured to have a minimum power output of eighty-five percent (85%) of the minimum power output specified in the applicable module data sheet at the end of the term of this Limited Warranty. Failure to meet the Performance Warranty is defined herein as a "Performance Defect." In the event of a Performance Defect claim, the

power output of any Q CELLS Modules described in this Section 2.d. shall be measured by HQC under the Standard Test Conditions ("STCs") defined in the IEC standards EN 61215 and 60904-3 in effect as of the Warranty Start Date.

**3. EXCLUSIONS**

The Limited Warranty shall not apply to any Product affected by the following events or conditions:

1. Product that has been misused, neglected, tampered with, altered or otherwise damaged, either internally or externally;
2. usage, transport, storage, installation, operation and / or handling, including in any manner, condition or environment (i) for which the applicable Product was not designed or suitable, (ii) that exceed the specifications set out in the applicable data sheet and / or (iii) that fails to strictly comply with the applicable installation manual, user manual (including, without limitation, any installation or use of the Product in combination with components not listed in such installation or user manual as being compatible with the Product), packaging and transportation information sheet and / or applicable laws or regulations;
3. system or components of such system that are of a design, configuration or installation that does not meet the standards typically used by experienced professionals in the industry;
4. service, operation or maintenance of the Product by anyone who is not a representative of HQC or its designee, incorrect, improper or inadequate service operation or maintenance of the Project, or any normal wear and tear, rust or stains, scratches, dents on the casing or paintwork of the Product;
5. damage caused by environmental or other external conditions, including, but not limited to (i) acid rain or snow, (ii) blowing sand, (iii) saline air, (iv) pollution of any kind in the air, soil or water, (v) unusual oxidation levels, (vi) mold, (vii) generalized corrosion, (viii) biological infestations, (viii) any nearby fire, explosion, smoke or charring, (ix) input voltage that creates operating conditions beyond the maximum or minimum limits listed in the applicable Product data sheet or (x) high input voltage from generators or lightning strikes;
6. damage caused by acts of nature or acts of God, including, but not limited to, lightning, hail, frost, snow, storms, tidal waves, floods, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures or landslides;



7. damage caused directly or indirectly by acts of violence or intervention by third parties or external forces, including but not limited to, misadventure, riots, war, insurrection, communal violence, damage caused by shipping or handling by third parties, vandalism, damage caused by animals, and / or acts or omissions by third parties beyond the control of HQC;
8. damage to the Project in which the Products are installed caused by external factors, including, but not limited to, voltage fluctuations, power peaks, excess current, power failure, poor electrical or mechanical engineering work, or other faults occurring in a power supply system with or without mains connection, whether or not such faults in the power supply system was contributed to by any act or omission of the Customer;
9. Product modified or used in processes involving other products or components, without obtaining the prior written consent of HQC or its designee;
10. the original identification markings, including serial number, product label or trademark or logo, have been defaced, removed, changed, deleted or made unrecognizable;
11. the utility approved operating parameters of a Microinverter have been altered, and such alteration causes the Microinverter to malfunction, fail or fail to optimally perform;
12. the Product used on any mobile carriers (such as motor vehicles or ships); and / or
13. the Customer fails to provide notification of a Product Defect or Performance Defect in accordance with Section 4.a. within 30 days of the initial discovery or prior to the end of the applicable warranty period set forth in Section 2..

#### 4. WARRANTY CLAIMS

a. Customers who believe they have a justified claim covered by this Limited Warranty must first immediately notify HQC's designee in accordance with the RMA process defined in Section 4.d. below.

##### b. Customer Inspection

The Customer must inspect the Products for visible defect when delivered. The Customer must notify HQC of any defects immediately, but in no event later than (30) days after any such defects were discovered during such visible defect inspection process.

##### c. Warranty Claims

The Customer will be entitled to make claims under this Limited Warranty ("Warranty Claims") only if the Customer has provided

documented evidence sufficient to prove that the malfunctioning or non-conformity of a Product resulted exclusively from a Product Defect or Performance Defect covered by this Limited Warranty. If the Warranty Claim is based on glass breakage, then the Customer shall conduct a static load calculation on the substructure.

##### d. Warranty Claim Compliance

The Customer must comply with the HQC's designee's then-current Return Merchandise Authorization ("RMA") process, set forth at <https://enphase.com/en-us/support/return-merchandise-authorization-procedure>, to make a Warranty Claim. For the avoidance of doubt, Enphase Energy, Inc. will provide customer service for RMAs on behalf of HQC. If a Customer returns a Product without complying with the RMA process or without all parts included in the original package, HQC (i) will not accept any Warranty Claims not in compliance with the RMA or delivery of any unauthorized return shipments of Products and (ii) shall be entitled to charge a restocking fee equal to the higher of fifteen percent (15%) of the original Customer's purchase price of the Product (as reasonably apportioned to the applicable Product by HQC, if necessary) or the retail value of the missing parts.

##### e. Warranty Claim Procedure

The Customer is responsible for shipping, at its expense, the Product to HQC or its designee for evaluation. HQC or its designee shall pay the costs of a technical inspection and, in the event that the Warranty Claim is confirmed by such inspection, transportation of any repaired or replacement Product to Customer at the original location of the Project. Any Product that HQC or its designee determines is not defective or that is returned without a valid RMA may be rejected and returned at Customer's expense (subject to prepayment), or kept for thirty (30) days for pick-up by Customer and then disposed of at HQC's sole discretion without further liability on the part of HQC or obligation to Customer. To make a Warranty Claim, the Customer must submit the original receipt or invoice, which bears the date of the purchase and of the delivery, the serial numbers of the relevant Products and the name of the authorized distributor or seller.

##### f. Ownership Interest

The Products sent to HQC, or its designee, in the course of the RMA process shall remain the property of the Customer until any inspection has been completed and HQC provides a replacement or refund. At the time any refund or delivery of a replacement Product to the Customer takes place under this Limited Warranty, the ownership interest of the returned Product passes to HQC or its designee. Any repaired, replaced or additionally supplied Products will be warranted only for the remainder of the original warranty period applicable to the original Product.





## 5. REMEDIES

### a. Product Defect Remedy

If HQC determines following a Warranty Claim that a Product Defect exists, then HQC or its designee shall, at its discretion, within a reasonable time provide: (i) a remedy or repair for the Product Defect using new and/or reconditioned parts or Products of original or improved design; (ii) provide a replacement Product in place of the Product with the Product Defect; or (iii) provide the Customer monetary compensation equal to the market value of the Q CELLS Module or Microinverter, as applicable, as of the time Customer notifies HQC's designee of the applicable Warranty Claim in accordance with Section 4.a. above, as reasonably determined by HQC.

### b. Performance Warranty Remedy

If HQC determines following a Warranty Claim that a Q CELLS Module has a Performance Defect, then HQC shall, at its discretion, within a reasonable time: (i) remedy or repair the Performance Defect; (ii) provide a replacement module in place of the Q CELLS Module that has the Performance Defect; (iii) make up the difference to the guaranteed power output by providing additional modules; or (iv) provide to the Customer monetary compensation equal to the portion of the market value of the Q CELLS Module as of the time Customer notifies Enphase of the applicable Warranty Claim in accordance with Section 4.a. above, as reasonably determined by HQC (the "Module Value"), that is in the same proportion to the Module Value as the actual measured power is to the guaranteed power.

### c. Sole and Exclusive Remedy and Obligation

THE REMEDIES SET FORTH IN THIS SECTION 5. ARE HQC'S SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, FOR ANY PRODUCT DEFECT OR PERFORMANCE DEFECT IN ANY PRODUCT. THE REMEDY EXTENDED TO THE CUSTOMER SPECIFICALLY EXCLUDES ANY REIMBURSEMENT FOR THE COSTS OR EXPENSES INCURRED FOR (I) UNINSTALLING OR DISMANTLING ANY DEFECTIVE PRODUCT OR PARTS, (II) RE-INSTALLING ANY REPAIRED OR REPLACED PRODUCTS OR PARTS, (III) REMOVING, INSTALLING OR TROUBLESHOOTING CUSTOMER'S ELECTRICAL SYSTEMS OR (IV) LOSS OF POWER.

## 6. WARRANTY LIMITATIONS

THE GRANT OF THIS LIMITED WARRANTY BY HQC IS CONDITIONED UPON AGREEMENT BY CUSTOMER TO THE TERMS, CONDITIONS AND REQUIREMENTS HEREIN.

THE LIMITED WARRANTY DOES NOT COVER (I) TECHNICAL OR DESIGN DEFECTS OR SHORTCOMINGS, OR COSMETIC DEFECTS, SHORTCOMINGS OR CHANGES, INCLUDING ANY COLOR CHANGES, (II) COSTS RELATED TO THE REMOVAL, INSTALLATION OR TROUBLESHOOTING OF CUSTOMER'S ELECTRICAL SYSTEMS OR (II) SOFTWARE PROGRAMS INSTALLED IN A PRODUCT AND THE RECOVERY AND REINSTALLATION OF SUCH SOFTWARE PROGRAMS AND DATA. HQC DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. NO HQC OR ENPHASE EMPLOYEE OR ANY DISTRIBUTOR OR OTHER AUTHORIZED RESELLER IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS LIMITED WARRANTY.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS, INCLUDING ANY

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR WARRANTIES AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION.

ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT TO THE EXTENT REQUIRED BY APPLICABLE LAW ARE LIMITED TO THE PERIODS OF THE LIMITED PRODUCT AND LIMITED PERFORMANCE WARRANTIES SET FORTH ABOVE, OR SUCH SHORTER PERIOD AS PERMITTED BY APPLICABLE LAW. HQC IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER, ARISING OUT OF OR RELATED TO ANY PRODUCT UNLESS OTHERWISE STIPULATED BY MANDATORY STATUTORY LAW. IN PARTICULAR, HQC'S LIABILITY FOR FRAUDULENT OR WILLFUL INTENT, GROSS NEGLIGENCE OR PERSONAL INJURY, IN EACH CASE, UNDER APPLICABLE MANDATORY LIABILITY LAW SHALL REMAIN UNAFFECTED.

EXCEPT AS PROVIDED IN THIS SECTION 6., THE PRODUCTS, THE PRODUCT DOCUMENTATION AND ALL INFORMATION ARE PROVIDED ON AN "AS IS" BASIS.

IN NO EVENT WILL HQC BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING, WHETHER IN CONTRACT OR TORT, INCLUDING ECONOMIC



LOSSES OF ANY KIND, LOSS OF USE, LOST REVENUE AND/OR LOST POWER, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR ANY PRODUCT OR ANY REPLACEMENT OR ADDITIONAL PRODUCT SUPPLIED BY HQC OR ITS DESIGNEE HEREUNDER, EVEN IF HQC OR SUCH DESIGNEE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF HQC, ANY DISTRIBUTOR, AND / OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS ARISING FROM OR RELATING TO THIS LIMITED WARRANTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT RECEIVED BY HQC FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM OR DISPUTE.

SOME JURISDICTIONS LIMIT OR DO NOT PERMIT LIABILITY DISCLAIMERS, LIMITATIONS OR EXCLUSIONS, SO THE ABOVE LIABILITY DISCLAIMERS, LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER IN SAID JURISDICTION. CUSTOMER MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS LIMITED WARRANTY FOR THE PRODUCTS, AND MAY ALSO HAVE OTHER MANDATORY RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION, WHICH SHALL REMAIN UNAFFECTED.

CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIABILITY DISCLAIMERS, LIMITATIONS AND EXCLUSIONS ARE AN ESSENTIAL ELEMENT OF THE RELEVANT SALES AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIABILITY DISCLAIMERS, EXCLUSIONS AND LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY HIGHER.

## 7. ASSIGNMENT

### Assignment

Except to the extent expressly permitted herein, this Limited Warranty may not be assigned or transferred by Customer, and any attempt to assign or transfer in violation of this paragraph shall be null and void. HQC expressly reserves the right to novate or assign its rights and obligations under this Limited Warranty to a third party with the demonstrated expertise and requisite resources needed to effectively discharge the obligations hereunder.

## 8. MISCELLANEOUS

### a. Severability

If any provision of this Limited Warranty terms and conditions is held to be invalid, illegal or unenforceable in any respect, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law

and the remaining provisions will continue in full force and effect.

### b. Governing Law

All matters arising from or relating to this Limited Warranty shall be governed by the laws of the State of California, without regard to its choice of law rules. The UN Convention on the International Sale of Goods shall not apply.

## 9. ARBITRATION

a. Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires Customer ("you") to arbitrate disputes with HQC ("us") and limits the manner in which you can seek relief from us. THE LAWS OF CERTAIN JURISDICTIONS DO NOT PERMIT THE USE OF MANDATORY ARBITRATION CLAUSES. WHERE SUCH LAWS APPLY TO CUSTOMER, THIS ARBITRATION CLAUSE MAY NOT APPLY.

### b. Applicability of Arbitration Agreement

You agree that any dispute or claim relating in any way to your access or use of any Product, or to any aspect of your relationship with us, will be resolved by binding arbitration rather than in court, except that (i) you may assert claims in small claims court if your claims qualify; and (ii) you or we may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

### c. Arbitration Rules and Forum

For any dispute in connection with this Limited Warranty, you agree to first contact us at the email address identified below and attempt to resolve the dispute with us informally. If the dispute has not been resolved after 60 days, both parties agree to resolve such dispute through binding arbitration under the Optional Expedited Arbitration Procedures then in effect for the Judicial Arbitration and Mediation Services ("JAMS"). JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The existence, content and result of the arbitration shall be held in confidence by all participants. The arbitration will be conducted by a single arbitrator selected by agreement of the parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitration shall be conducted in English and in Santa Clara County, California. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, we will pay such fees for you. In addition, we will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Any judgment on the award rendered by the arbitrator



may be entered in any court of competent jurisdiction. The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of the parties. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Limited Warranty. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

**d. Waiver of Jury Trial**

YOU AND WE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**e. Waiver of Class or Other Non-Individualized Relief**

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then such claim shall be severed from the arbitration and brought into the State or Federal Courts located in San Francisco, California. All other claims shall be arbitrated.

**f. 30-Day Right to Opt Out**

You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to Hanwha Q CELLS America Inc., 400 Spectrum Center Drive,

Suite 1400, Attention: Legal Department, within 30 days after first becoming subject to this Arbitration Agreement. You may also opt-out of the provisions of this Arbitration Agreement by sending written notice of your decision to the following email address: HQCA-Legal@us.q-cells.com. Your notice must include your name and address, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Limited Warranty will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter into in the future, with us.

**g. Severability**

Except as provided above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

**h. Survival of Agreement**

This Arbitration Agreement will survive the termination of your relationship with us.

**CALHOUN CONSTRUCTION SERVICES**

**INVERTER WARRANTY – 12 YEARS**

# LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. limited warranty (the "Limited Warranty") covers defects in workmanship and materials of the below-listed products ("Products") for the applicable warranty period set out below ("Warranty Period"). See [Products Covered and Warranty Period](#).

The Limited Warranty only applies to the buyer who purchased the Products from an authorized seller of SolarEdge for use within the continent where SolarEdge originally sold the Products and in accordance with their intended purpose. The Limited Warranty may be transferred from the buyer to any assignee and will remain in effect for the time period remaining under the foregoing warranties, provided that the Products are not moved outside their original country of installation. Also, any reinstallation must follow the installation procedures and guidelines accompanying the Products (collectively the "Documentation").

## Warranty Activation

If the buyer discovers any defect in workmanship and materials within the applicable Warranty Period and wants to activate the Limited Warranty, then the buyer must promptly after such discovery report the defect to SolarEdge by sending an email to [support@solaredge.com](mailto:support@solaredge.com). The email must include this information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product. Note that the Product's serial number must be legible and properly attached to the Product in order to be eligible for coverage.

After receiving notification from the buyer, SolarEdge will determine whether or not the reported defect is eligible for coverage under the Limited Warranty. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly and will explain the reason why such coverage is not available. See [Warranty Exclusions](#).

If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly, and SolarEdge may, at its sole discretion, take any of the following actions:

- Repair the Product at SolarEdge's facilities or on-site.; or
- Issue a credit note for the defective Product in an amount up to its actual value at the time the buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or
- Provide the buyer with replacement units for the Product. When replacement Products are sent, SolarEdge generally sends them within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, will continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

In any of the above, SolarEdge will determine if the Product should be returned to SolarEdge and, if SolarEdge so determines, the Return Merchandise Authorization ("RMA") Procedure will be invoked. When the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct the buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s)

SolarEdge will deliver the repaired or replaced Product or part(s) to the buyer at the buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific

list of countries to which such service is provided, see

[http://www.solaredge.com/articles/shipping\\_cost\\_coverage\\_warranty](http://www.solaredge.com/articles/shipping_cost_coverage_warranty).

SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable), and the buyer will bear any applicable value added tax. SolarEdge may elect to ship replacement Product(s) and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

All costs, including, without limitation, labor, travel, and boarding costs of SolarEdge service personnel or others that are incurred for labor relating to repairs, uninstalling, and reinstalling of Products on-site, as well as costs related to the buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, will be borne by the buyer.

### **Warranty Exclusions**

The Limited Warranty does not apply to components that are separate from the Products, ancillary equipment, and consumables, such as, for example, cables, cable holders, fuses, wires, and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See the product datasheet for more details.

This Limited Warranty will not apply if (a) the buyer is in default under the General Terms and Conditions of sale or any other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- Damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- Damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- Damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- Installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in the SolarEdge Documentation;
- Opened, modified or disassembled in any way without SolarEdge's prior written consent;
- Used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- Damaged by software, interfacing, parts, supplies or other products not supplied by SolarEdge;
- Damaged as a result of improper site preparation or maintenance or improper installation;
- Damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- Damaged during or in connection with shipping or transport to or from the buyer where the buyer arranges such shipping or transport.

Additionally, the Limited Warranty does not apply to:

- The input connector for all power optimizers with a part number ending in C.
- Any EV charger cable that is damaged due to: physical abuse and damage, commercial use, rust, water damage, domestic wear and tear, use of car inlets which are incompatible with the Smart EV Charger connector;
- Cellular Wireless Communication plans which are governed under the SolarEdge Communication Plan Terms and Conditions available on the SolarEdge website; or
- The SolarEdge Home Battery. See a dedicated warranty document for the SolarEdge Home Battery Low Voltage and the SolarEdge Home Battery High Voltage available on the SolarEdge website.

- Cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by the buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to the buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and the buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SolarEdge, the Limited Warranty and related provisions set out herein are subject to SolarEdge's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

## **Products Covered and Warranty Period**

### **Power Optimizers**

25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers

### **Module Embedded Power Optimizers (CSI and OPJ models)**

25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.

### **Inverters**

12\* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

### **Safety & Monitoring Interface (SMI), Auto-transformer, Backup Interface**

12\* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

\* In some countries the inverter warranty is limited to 7 years. For a list of these countries, see [http://www.solaredge.com/articles/warranty\\_exceptions](http://www.solaredge.com/articles/warranty_exceptions)

### **StorEdge Interface**

10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.

ZigBee Gateway, Commercial Gateway, Firefighter Gateway, Smart Energy products, Cellular Communication Products, RS485 Plug-in, Energy Meter, Smart EV Charger (North America region only)

5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of Cellular Communication Products is the same whether or not the product is pre-installed in the inverter.

#### SolarEdge EV Charger (Europe)

3 years commencing on the earlier of: (i) 6 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product.

Revised: March 2022

To view YouTube videos for installing, wiring, and commissioning SolarEdge Inverters please click the links or scan the following QR codes:

For more information on Installation:

<https://youtu.be/pjuo7KjRHxc>



For more information on Wiring:

[https://youtu.be/o\\_EgCnL\\_r38](https://youtu.be/o_EgCnL_r38)



For more information on Commissioning:

[https://youtu.be/\\_JoiC4\\_H8sk](https://youtu.be/_JoiC4_H8sk)



# CALHOUN CONSTRUCTION SERVICES

## MONITORING – 5 YEARS



# LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. limited warranty (the "Limited Warranty") covers defects in workmanship and materials of the below-listed products ("Products") for the applicable warranty period set out below ("Warranty Period"). See [Products Covered and Warranty Period](#).

The Limited Warranty only applies to the buyer who purchased the Products from an authorized seller of SolarEdge for use within the continent where SolarEdge originally sold the Products and in accordance with their intended purpose. The Limited Warranty may be transferred from the buyer to any assignee and will remain in effect for the time period remaining under the foregoing warranties, provided that the Products are not moved outside their original country of installation. Also, any reinstallation must follow the installation procedures and guidelines accompanying the Products (collectively the "Documentation").

## Warranty Activation

If the buyer discovers any defect in workmanship and materials within the applicable Warranty Period and wants to activate the Limited Warranty, then the buyer must promptly after such discovery report the defect to SolarEdge by sending an email to [support@solaredge.com](mailto:support@solaredge.com). The email must include this information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product. Note that the Product's serial number must be legible and properly attached to the Product in order to be eligible for coverage.

After receiving notification from the buyer, SolarEdge will determine whether or not the reported defect is eligible for coverage under the Limited Warranty. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly and will explain the reason why such coverage is not available. See [Warranty Exclusions](#).

If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly, and SolarEdge may, at its sole discretion, take any of the following actions:

- Repair the Product at SolarEdge's facilities or on-site.; or
- Issue a credit note for the defective Product in an amount up to its actual value at the time the buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or
- Provide the buyer with replacement units for the Product. When replacement Products are sent, SolarEdge generally sends them within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, will continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

In any of the above, SolarEdge will determine if the Product should be returned to SolarEdge and, if SolarEdge so determines, the Return Merchandise Authorization ("RMA") Procedure will be invoked. When the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct the buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s)

SolarEdge will deliver the repaired or replaced Product or part(s) to the buyer at the buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific

list of countries to which such service is provided, see

[http://www.solaredge.com/articles/shipping\\_cost\\_coverage\\_warranty](http://www.solaredge.com/articles/shipping_cost_coverage_warranty).

SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable), and the buyer will bear any applicable value added tax. SolarEdge may elect to ship replacement Product(s) and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

All costs, including, without limitation, labor, travel, and boarding costs of SolarEdge service personnel or others that are incurred for labor relating to repairs, uninstalling, and reinstalling of Products on-site, as well as costs related to the buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, will be borne by the buyer.

## **Warranty Exclusions**

The Limited Warranty does not apply to components that are separate from the Products, ancillary equipment, and consumables, such as, for example, cables, cable holders, fuses, wires, and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See the product datasheet for more details.

This Limited Warranty will not apply if (a) the buyer is in default under the General Terms and Conditions of sale or any other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- Damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- Damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- Damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- Installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in the SolarEdge Documentation;
- Opened, modified or disassembled in any way without SolarEdge's prior written consent;
- Used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- Damaged by software, interfacing, parts, supplies or other products not supplied by SolarEdge;
- Damaged as a result of improper site preparation or maintenance or improper installation;
- Damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- Damaged during or in connection with shipping or transport to or from the buyer where the buyer arranges such shipping or transport.

Additionally, the Limited Warranty does not apply to:

- The input connector for all power optimizers with a part number ending in C.
- Any EV charger cable that is damaged due to: physical abuse and damage, commercial use, rust, water damage, domestic wear and tear, use of car inlets which are incompatible with the Smart EV Charger connector;
- Cellular Wireless Communication plans which are governed under the SolarEdge Communication Plan Terms and Conditions available on the SolarEdge website; or
- The SolarEdge Home Battery. See a dedicated warranty document for the SolarEdge Home Battery Low Voltage and the SolarEdge Home Battery High Voltage available on the SolarEdge website.

- Cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREEDGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by the buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to the buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and the buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SolarEdge, the Limited Warranty and related provisions set out herein are subject to SolarEdge's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

## **Products Covered and Warranty Period**

### **Power Optimizers**

25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers

### **Module Embedded Power Optimizers (CSI and OPJ models)**

25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.

### **Inverters**

12\* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

### **Safety & Monitoring Interface (SMI), Auto-transformer, Backup Interface**

12\* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

\* In some countries the inverter warranty is limited to 7 years. For a list of these countries, see [http://www.solaredge.com/articles/warranty\\_exceptions](http://www.solaredge.com/articles/warranty_exceptions)

### **StorEdge Interface**

10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.

ZigBee Gateway, Commercial Gateway, Firefighter Gateway, Smart Energy products, Cellular Communication Products, RS485 Plug-in, Energy Meter, Smart EV Charger (North America region only)  
5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of Cellular Communication Products is the same whether or not the product is pre-installed in the inverter.

#### SolarEdge EV Charger (Europe)

3 years commencing on the earlier of: (i) 6 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product.

Revised: March 2022

To view YouTube videos for installing, wiring, and commissioning SolarEdge Inverters please click the links or scan the following QR codes:

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[https://youtu.be/o\\_EgCnL\\_r38](https://youtu.be/o_EgCnL_r38)



For more information on Commissioning:

[https://youtu.be/\\_JoiC4\\_H8sk](https://youtu.be/_JoiC4_H8sk)



CALHOUN CONSTRUCTION SERVICES

OPTIMIZERS W/ RAPID SHUT DOWN – 25 YEARS

# LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. limited warranty (the "Limited Warranty") covers defects in workmanship and materials of the below-listed products ("Products") for the applicable warranty period set out below ("Warranty Period"). See [Products Covered and Warranty Period](#).

The Limited Warranty only applies to the buyer who purchased the Products from an authorized seller of SolarEdge for use within the continent where SolarEdge originally sold the Products and in accordance with their intended purpose. The Limited Warranty may be transferred from the buyer to any assignee and will remain in effect for the time period remaining under the foregoing warranties, provided that the Products are not moved outside their original country of installation. Also, any reinstallation must follow the installation procedures and guidelines accompanying the Products (collectively the "Documentation").

## Warranty Activation

If the buyer discovers any defect in workmanship and materials within the applicable Warranty Period and wants to activate the Limited Warranty, then the buyer must promptly after such discovery report the defect to SolarEdge by sending an email to [support@solaredge.com](mailto:support@solaredge.com). The email must include this information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product. Note that the Product's serial number must be legible and properly attached to the Product in order to be eligible for coverage.

After receiving notification from the buyer, SolarEdge will determine whether or not the reported defect is eligible for coverage under the Limited Warranty. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly and will explain the reason why such coverage is not available. See [Warranty Exclusions](#).

If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify the buyer accordingly, and SolarEdge may, at its sole discretion, take any of the following actions:

- Repair the Product at SolarEdge's facilities or on-site.; or
- Issue a credit note for the defective Product in an amount up to its actual value at the time the buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or
- Provide the buyer with replacement units for the Product. When replacement Products are sent, SolarEdge generally sends them within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, will continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

In any of the above, SolarEdge will determine if the Product should be returned to SolarEdge and, if SolarEdge so determines, the Return Merchandise Authorization ("RMA") Procedure will be invoked. When the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct the buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s)

SolarEdge will deliver the repaired or replaced Product or part(s) to the buyer at the buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific



list of countries to which such service is provided, see  
[http://www.solaredge.com/articles/shipping\\_cost\\_coverage\\_warranty](http://www.solaredge.com/articles/shipping_cost_coverage_warranty).

SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable), and the buyer will bear any applicable value added tax. SolarEdge may elect to ship replacement Product(s) and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

All costs, including, without limitation, labor, travel, and boarding costs of SolarEdge service personnel or others that are incurred for labor relating to repairs, uninstalling, and reinstalling of Products on-site, as well as costs related to the buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, will be borne by the buyer.

## **Warranty Exclusions**

The Limited Warranty does not apply to components that are separate from the Products, ancillary equipment, and consumables, such as, for example, cables, cable holders, fuses, wires, and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See the product datasheet for more details.

This Limited Warranty will not apply if (a) the buyer is in default under the General Terms and Conditions of sale or any other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- Damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- Damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- Damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- Installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in the SolarEdge Documentation;
- Opened, modified or disassembled in any way without SolarEdge's prior written consent;
- Used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- Damaged by software, interfacing, parts, supplies or other products not supplied by SolarEdge;
- Damaged as a result of improper site preparation or maintenance or improper installation;
- Damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, direct exposure to sea water or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- Damaged during or in connection with shipping or transport to or from the buyer where the buyer arranges such shipping or transport.

Additionally, the Limited Warranty does not apply to:

- The input connector for all power optimizers with a part number ending in C.
- Any EV charger cable that is damaged due to: physical abuse and damage, commercial use, rust, water damage, domestic wear and tear, use of car inlets which are incompatible with the Smart EV Charger connector;
- Cellular Wireless Communication plans which are governed under the SolarEdge Communication Plan Terms and Conditions available on the SolarEdge website; or
- The SolarEdge Home Battery. See a dedicated warranty document for the SolarEdge Home Battery Low Voltage and the SolarEdge Home Battery High Voltage available on the SolarEdge website.



- Cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREEDGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by the buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to the buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and the buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

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## **Products Covered and Warranty Period**

### **Power Optimizers**

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25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.

### **Inverters**

12\* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

### **Safety & Monitoring Interface (SMI), Auto-transformer, Backup Interface**

12\* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.

\* In some countries the inverter warranty is limited to 7 years. For a list of these countries, see [http://www.solaredge.com/articles/warranty\\_exceptions](http://www.solaredge.com/articles/warranty_exceptions)

### **StorEdge Interface**

10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.

ZigBee Gateway, Commercial Gateway, Firefighter Gateway, Smart Energy products, Cellular Communication Products, RS485 Plug-in, Energy Meter, Smart EV Charger (North America region only) 5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of Cellular Communication Products is the same whether or not the product is pre-installed in the inverter.

#### SolarEdge EV Charger (Europe)

3 years commencing on the earlier of: (i) 6 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product.

Revised: March 2022

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For more information on Wiring:

[https://youtu.be/o\\_EgCnL\\_r38](https://youtu.be/o_EgCnL_r38)



For more information on Commissioning:

[https://youtu.be/\\_JoiC4\\_H8sk](https://youtu.be/_JoiC4_H8sk)



**CALHOUN CONSTRUCTION SERVICES**

**RACKING SYSTEM – 25 YEARS**

## Limited Warranties and Disclaimer

THIS LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [WWW.IRONRIDGE.COM](http://WWW.IRONRIDGE.COM).

IRONRIDGE WARRANTS THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, AS FURTHER PROVIDED BELOW.

IRONRIDGE'S RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT, OR REFUND AS DESCRIBED IN THIS WARRANTY STATEMENT.

### Who may use this Warranty?

IronRidge extends this limited warranty only to the party who originally purchased IronRidge or QuickMount PV (the "**Products**"), and any subsequent owner of the Products, subject to assignability below ("**Purchaser**"), provided the Products are installed properly and used for the purpose for which the Products are designed.

This limited warranty is assignable by Purchaser and any subsequent owner of the Products, provided that the Products remain installed at the original installation location, and provided that any subsequent owner agrees in writing to be bound by the terms of this IronRidge Limited Warranties and Disclaimer document and provides proof of purchase of the Products. Change in ownership of the Products or assignment of this Warranty will not cause the warranty periods provided herein to be reset. Any subsequent owners to whom this limited warranty is assigned shall be considered a subsequent Purchaser for purposes of this limited warranty during the period of ownership of the Products.

### What does this Warranty cover?

This limited warranty provides that Products will be free of materials and manufacturing defects that materially impair the use of the Product for its designed purpose.

### This Warranty excludes:

- a) any defect that has not been reported to IronRidge in writing (i) within the warranty periods set forth below and (ii) within ten (10) days after discovery of such defect;
- b) normal wear (including discoloration, rusting or corrosion of any pre-plated steel, or staining of any aluminum); cosmetic damage; damage resulting from negligence, accident, misuse, overloading, abuse, or improper installation (including failure to follow professional instruction and/or certification); the failure to comply with applicable laws including local building code limits; or damage from acts of God, war, criminal acts, explosions, fire, vandalism, or any other events of force majeure as may apply in accordance with applicable law;

- c) Products that have been altered, modified, or repaired without IronRidge's prior written authorization;
- d) damage to or caused by, or defects in, third party parts or materials not sold by IronRidge (irrespective of IronRidge documentation);
- e) any defect that arises as a result of any third party products, components, or materials used by the Purchaser in conjunction with the Product, which third party products or materials have not been provided for such use by or on behalf of IronRidge or the use of which has not been expressly authorized by IronRidge;
- f) Products installed, used, or maintained in a manner contrary to IronRidge documentation, including any defect that arises from the faulty handling, storage, assembly, loading, or installation of the Product, or any handling, storage, assembly, loading, or installation not in accordance with the instructions given by IronRidge, or any defect that arises from mounting the Product on a solar module, building, roof, or other construction that is unsuitable for the mounting of the Product;
- g) damage to the Products during shipment, storage, or installation;
- h) any defect that does not materially impair the use of the Product for the purpose for which it was designed, including without limitation non-structural accessories.

Further, the Finish Warranty (as defined below) shall not apply to surface oxidation or to any foreign residue deposited on a Product finish, or to Products installed in corrosive atmospheric conditions, and shall be void if the practices specified in AAMA 609 and 610-02, *Cleaning and Maintenance for Architecturally Finished Aluminum*, or ASTM 780/A780M-09, *Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings*, as applicable, are not followed.

#### **What is the period of coverage?**

This limited warranty shall commence on the date of shipment of the Products and last for a period of twenty-five (25) years (the "**Warranty Period**"). Notwithstanding the foregoing, the Warranty Period for accessories and electrical junction boxes shall be limited to a period of ten (10) years from the date of shipment. IronRidge further warrants that all Products with finishes will be free of visible defects, peeling, and cracking for a period of five (5) years from the date of shipment (the "**Finish Warranty**"); provided, however, that no Finish Warranty shall apply to mill aluminum, pre-plated steel, and/or polymeric Products. IronRidge may change the availability of this limited warranty at its discretion, but any changes will not be retroactive.

#### **What are your remedies under this warranty?**

With respect to any defective product during the Warranty Period, IronRidge will, in its sole discretion, either (a) repair or replace such Product (or defective part) free of charge or (b) refund the purchase price of the product. Such repair, replacement, or refund will not cause the Warranty Periods to be reset, will completely satisfy and discharge IronRidge's liability and obligation with respect to this

limited warranty, and will not create an expectation of warranty coverage beyond the Warranty Period. A refurbished Product may be used to repair or replace the defective components. Transportation, installation, labor, or any other costs or losses associated with failure of warranty compliance, or Product replacement or repair, are not covered by this limited warranty and are not reimbursable.

If IronRidge's warranty assessment reveals that a Product is not defective, IronRidge shall return the Product (if such Product was shipped to IronRidge for the assessment) and the Purchaser shall promptly reimburse IronRidge for all reasonable costs incurred by IronRidge in performing the assessment.

#### **How do you obtain warranty service?**

To report any defect or warranty claim or to obtain warranty services, Purchaser must call (800) 227-9523 ext. 1 or contact IronRidge at [https://www.ironridge.com/company/contact\\_us/](https://www.ironridge.com/company/contact_us/) during the Warranty Period.

IronRidge may request Purchaser to provide information reasonably known to the Purchaser in respect of the alleged defect or warranty claim, including, as appropriate, photographs or video recordings of the alleged defect. Purchaser shall provide IronRidge without undue delay with all additional information and cooperation (including access to facilities and premises) reasonably requested by IronRidge in respect of any warranty claim to enable IronRidge to assess each claim under this limited warranty.

#### **LIMITATION OF LIABILITY**

Except as set forth above, IronRidge sells the Products on an "AS IS" basis, which may not be free of errors or defects, and ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE PRACTICE, ARE HEREBY DISCLAIMED.

THE REMEDIES DESCRIBED ABOVE ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND IRONRIDGE'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. IRONRIDGE'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE DEFECTIVE PRODUCT, NOR SHALL IRONRIDGE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION, CLAIMS BY PURCHASER FOR DAMAGES SUFFERED BY PURCHASER'S CUSTOMERS OR CLAIMS OF THIRD PARTIES.

**Force Majeure.** IronRidge shall not be responsible for delays or failures in its performance resulting from acts or omissions beyond its reasonable control, whatever the source or cause.

## CALHOUN CONSTRUCTION SERVICES

INSTALLATION / WORKMANSHIP – 5 YEARS





## CONTRACTOR WARRANTY

Bid Package/Contract No. \_\_\_\_\_

Contractor \_\_\_\_\_

**Work** – means all work performed by Contractor under the contract referred to above.

**Owner** – means the person or entity identified as such in the agreement and is referred to throughout the warranty form as if singular in number.

**Contract Documents** – means Contract Documents for the contract between the Owner and Contractor referred to above.

### I. CONTRACTOR'S WARRANTIES AND CORRECTION OF WORK

- A. The Contractor warrants to the Owner that all parts, materials, components, equipment and other items used to perform the work are new (unless otherwise specified in the Contract Documents) and suitable for the purpose used and will be of good quality, free from faults and defects and in conformance with the Contract Documents. Work not so conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- B. The Contractor shall promptly repair, replace or otherwise correct any of its workmanship and any parts, materials, components, equipment or other items in the Work which contain faults or defects whether such failures are observed by the Owner or Architect before or after Completion of the work as defined in the Contract and referred to above. The Contractor shall bear all costs of correcting such Work covered by the warranties described in this document. The Contractor's warranties shall continue for a period of \_\_\_\_\_ year(s) after the date of Completion of the work as defined in the Contract referred to above or such longer period of time as may be prescribed by the terms of any special warranties required by the Contract Documents. Any such special extended warranties are listed at the end of this document. The obligations of this Contractor warranty shall survive termination of the Contract.
- C. All warranties and guarantees of the Contractor, Subcontractors or its manufacturers and suppliers express or implied, for any part of the work and any materials used therein shall be obtained and enforced by the Contractor for the benefit of the Owner whether or not these warranties have been assigned or otherwise transferred to the Owner.
- D. The Contractor certifies that it has obtained all warranties required by the Contract Documents in the appropriate form from subcontractors and manufacturers and will provide the Owner with executed copies of these warranties prior to Final Completion of



the Contract.

## II. PERFORMANCE DURING WARRANTY PERIOD

- A. The Owner will notify the Contractor of the Work which it finds does not satisfy the warranties described in Paragraph I. above, hereinafter referred to as Defective Work, and the Contractor shall, within the time set forth in the notice, which time shall not be unreasonable, begin to repair, replace or otherwise correct the Defective Work. Under emergency conditions, the Contractor shall immediately correct the Defective Work. Should the Contractor fail to begin such work within such period, the Owner may make the repairs or replacements at the expense of the Contractor. If the Owner determines that immediate action to make repairs, replacements or other corrections is necessary because of emergency conditions or to prevent further loss or damage, the Owner may proceed without notice to the Contractor but at the expense of the Contractor.

## III. CONTRACTOR'S SPECIAL EXTENDED WARRANTIES AND OTHER WARRANTIES REQUIRED BY THE TECHNICAL SPECIFICATIONS

(Copies of applicable pages from the Technical Specifications are attached.)

Listed below are Contractor warranty requirements and warranty periods specifically required by the Contract Document Technical Specifications. The fact that warranty requirements or warranty periods for all work performed by the Contractor are not listed in the Technical Specifications does not affect or limit the Contractor's general warranty described in Paragraph I. of this Warranty.

<u>Specification Number</u>	<u>Warranty Period</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## IV. MANUFACTURERE WARRANTIES REQUIRED BY THE TECHNICAL SPECIFICATIONS

(Copies of applicable Technical Specification are attached.)

Listed below are the manufacturer's warranties required by the Contract Documents. These warranties are attached.

<u>Specification Number</u>	<u>Warranty Period</u>
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CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



ASSIGNMENT OF WARRANTY

The Contractor hereby assigns this Warranty and the manufacturer's warranties listed above and attached hereto to the Owner (except those that may be listed below), but such assignment shall not affect the Owner's obligation to enforce such warranty as provided under the General Conditions of the Contract referred to above and such assignment does not affect the Owner's warranties described in the General Conditions or elsewhere in the Contract Documents.

CONTRACTOR:

OWNER:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **CALHOUN CONSTRUCTION SERVICES**

### **ROOFING / PENETRATIONS – 5 YEARS**

## ROOFING CONTRACTOR WORKMANSHIP WARRANTY

- 1) **Contractor:** \_\_\_\_\_
- 2) **Roof Owner:** \_\_\_\_\_
- 3) **Type and Name of Building:** \_\_\_\_\_  
**Building location:** \_\_\_\_\_  
**Area of Roof:** \_\_\_\_\_
- 4) **Roofing Materials Manufacturer:**  
(Name and Address) \_\_\_\_\_
- 5) **Warranty begins:** \_\_\_\_\_ **and expires:** \_\_\_\_\_  
(Date) (Date)
- 6) **Warranty:** Contractor warrants to Owner that it applied the roofing materials to the above-described roof in accordance with (a) the written specifications of Roofing Materials Manufacturer and (b) good roofing industry practices, in effect on \_\_\_\_\_, the date application commenced. Subject to the following terms, conditions and limitations, Contractor will, during the term of this Warranty, at its expense, repair or cause to be repaired leaks in said roof which are the result of defects in Contractor's workmanship. Upon expiration of the term of this Warranty, without notice from Owner of some defect, Contractor shall have no further obligation to make repairs at Contractor's expense under any provision of this Warranty and Owner shall not make any further demand or claim against Contractor concerning Contractor's workmanship, or the roofing materials installed, provided that Contractor promptly commences and diligently proceeds with the correction and repair of all such defects covered by this Warranty which are called to Contractor's attention in the manner set forth in paragraph 8 below during the term of this Warranty by Owner.
- 7) **Terms, Conditions and Limitations.** This warranty does not cover any leaks in the roof caused by: the acts or omissions of other trades or contractors; lightning, winds of peak gust speeds of 55 m.p.h. or higher measured at 10 meters above ground, hail storm, flood, earthquake or other unusual phenomenon of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which the roof system is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of Contractor which cause ponding or standing of water; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come in contact with the roofing system and cause a leak or otherwise damage the roof system. If the roof fails to maintain a water-tight condition because of damage by reason of any of the foregoing, this warranty shall immediately become null and void for the balance of its term unless such damage is repaired by Contractor at the expense of Owner.
- 8) **Notification by Owner.** During the term of this warranty, if the roof leaks, Owner must immediately notify Contractor by telephone of such leaks, and promptly confirm such telephone notice by written notice to Contractor.
- 9) **Events Which May Void Warranty.** This warranty shall become null and void:
- (a) Unless Contractor receives notice from Owner during the term of this Warranty in accordance with paragraph 8 above of any leaks and is provided an opportunity to inspect, and if required by the terms of this warranty to repair the roof;
  - (b) If work is done on such roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof or if repairs or alterations are made to said roof, without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary roofing application recommendations with respect thereto, which recommendations are complied with. Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on the subject roof;
  - (c) If any area of the roof is used as a promenade, walkway or work area or is sprayed or flooded, unless such use was originally specified with a defined area and the specification is noted in paragraph 14 below.
- 10) **Transferability.** This warranty shall accrue only to the benefit of the original owner named above. It is not transferable to any other person, except with the prior written consent of Contractor.
- 11) **No Other Warranties.** **NO OTHER EXPRESS WARRANTY IS GIVEN BY CONTRACTOR TO OWNER. THE REPAIR OF THE SUBJECT ROOF IS THE EXCLUSIVE REMEDY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL IMPLIED WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.** This warranty is separate and apart from any warranty that may be issued to Owner by the Roofing Materials Manufacturer. **CONTRACTOR EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY TO OWNER IN CONNECTION WITH OR ATTRIBUTABLE TO THE ROOFING MATERIALS AND ANY SUCH ROOFING MATERIALS MANUFACTURER'S WARRANTY.**
- 12) **Incidental or Consequential Damages.** **UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO OR LOSS OF USE OF THE BUILDING OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.**
- 13) **Payment to Contractor.** This warranty shall not be or become effective unless and until Contractor has been paid in full for said roof in accordance with the agreement pursuant to which said roof was applied.
- 14) **Additional conditions or exclusions** \_\_\_\_\_

This warranty has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Owner

# CALHOUN CONSTRUCTION SERVICES

## LINE DIAGRAM / DESIGN TABLE





# Design Table

## PV MODULES

QTY.	MAKE AND MODEL	P <sub>MAX</sub>	I <sub>SC</sub>	I <sub>MP</sub>	V <sub>OC</sub>	V <sub>MP</sub>	TEMP. COEFF. OF V <sub>OC</sub>	FUSE RATING
54	Q PEAK DUO BLK ML-G10+ 410	410W	11.20A	10.89A	45.37V	37.64V	-0.27%/°C	20A

## OPTIMIZER

QTY.	MAKE AND MODEL	P <sub>MAX</sub>	I <sub>SC</sub>	MAX POWER PER STRING	MAX INPUT VOLTAGE	INPUT VOLTAGE RANGE	WEIGHTED EFFICIENCY
27	POWER OPTIMIZER P960	960W	23A	15300W	60V	12.5-60V	98.5%

## INVERTER

QTY.	MAKE AND MODEL	AC VOLTAGE	MAX INPUT VOLTAGE	MAX OUTPUT POWER	MAX OUTPUT CURRENT	MAX INPUT CURRENT	CEC WEIGHTED EFFICIENCY
1	SOLAREDGE SE17.3KUS	208V	370-600V	17300VA	48.25A	55A	97.5%

ASHRAE LOW		-19°C LEXINGTON BLUEGRASS AP 37.96°, -84.49°					
ASHRAE HIGH 2%		35°C LEXINGTON BLUEGRASS AP 37.96°, -84.49°					

### CONTRACTOR

LIC.NO:  
HIC.NO:  
ELE.NO:

(N) PV SYSTEM:22.1 kWp

### RESIDENCE

4393 CLEARWATER WAY,  
LEXINGTON, KY 40515

### ENGINEER OF DESIGN

PAGE SIZE : 17" X 11" (ANSI B)

### DESIGN TABLE

DATE: 03-27-2024  
DESIGN BY:  
CHECKED BY:  
E-602  
SHEET-2

CALHOUN CONSTRUCTION SERVICES

HELIOSCOPE MODELING REPORT / SHADING REPORT

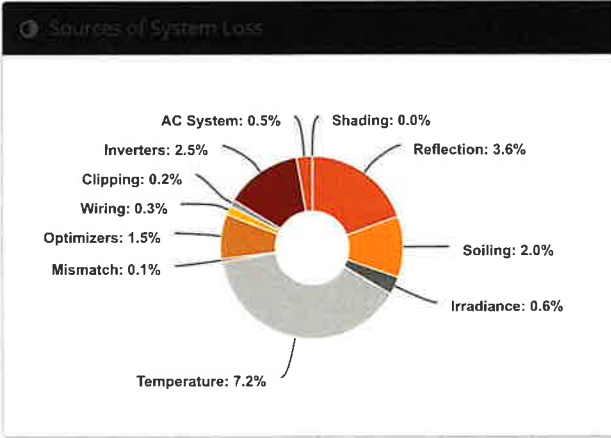
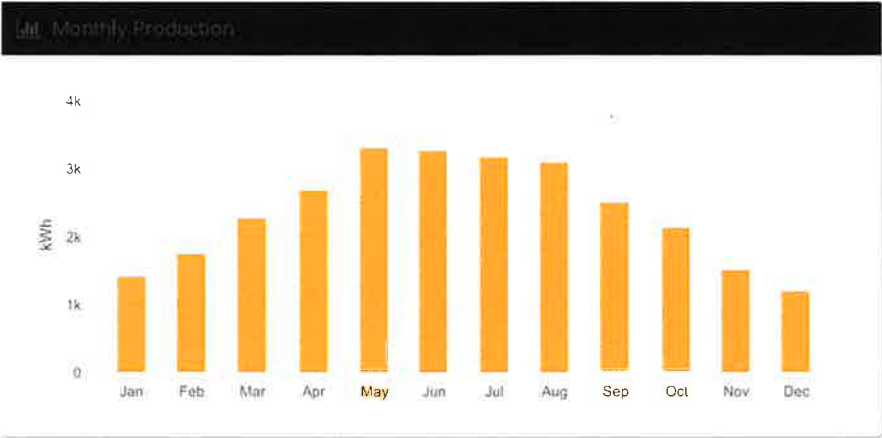
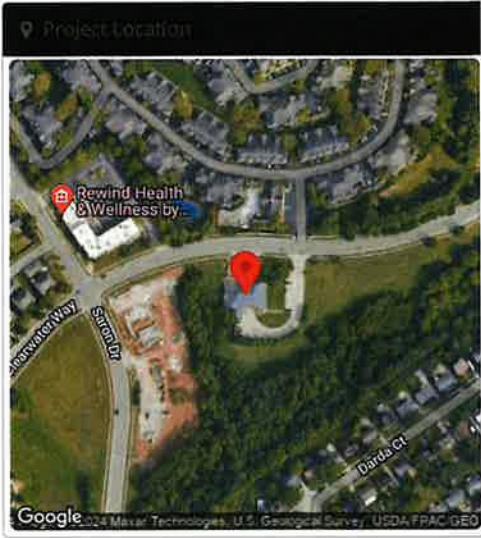
## Design 1 (copy) Select Federal Credit Union, 4393 Clearwater Way, Lexington, KY 40515, USA

Report

Project Name	Select Federal Credit Union
Project Address	4393 Clearwater Way, Lexington, KY 40515, USA
Prepared By	Solar Engineering

System Metrics

Design	Design 1 (copy)
Module DC Nameplate	22.1 kW
Inverter AC Nameplate	17.3 kW Load Ratio: 1.28
Annual Production	28.19 MWh
Performance Ratio	82.7%
kWh/kWp	1,273.1
Weather Dataset	TMY, 10km Grid (37.95,-84.45), NREL (prospector)
Simulator Version	b18260c8db-624372919b-3ac49cfd33-1756fc455a



⚡ Annual Production

	Description	Output	% Delta
Irradiance (kWh/m²)	Annual Global Horizontal Irradiance	1,498.3	
	POA Irradiance	1,538.8	2.7%
	Shaded Irradiance	1,538.4	0.0%
	Irradiance after Reflection	1,483.4	-3.6%
	Irradiance after Soiling	1,453.7	-2.0%
	Total Collector Irradiance	1,452.8	-0.1%
Energy (kWh)	Nameplate	32,160.9	
	Output at Irradiance Levels	31,969.9	-0.6%
	Output at Cell Temperature Derate	29,664.1	-7.2%
	Output After Mismatch	29,639.1	-0.1%
	Optimizer Output	29,202.5	-1.5%
	Optimal DC Output	29,116.7	-0.3%
	Constrained DC Output	29,053.9	-0.2%
	Inverter Output	28,327.3	-2.5%
	Energy to Grid	28,185.7	-0.5%
Temperature Metrics			
	Avg. Operating Ambient Temp	15.0 °C	
	Avg. Operating Cell Temp	30.6 °C	
Simulation Metrics			
	Operating Hours	4668	
	Solved Hours	4668	

☁ Condition Set

Description	Condition Set 1												
Weather Dataset	TMY, 10km Grid (37.95,-84.45), NREL (prospector)												
Solar Angle Location	Meteo Lat/Lng												
Transposition Model	Perez Model												
Temperature Model	Sandia Model												
Temperature Model Parameters	Rack Type	a	b	Temperature Delta									
	Fixed Tilt	-3.56	-0.075	3°C									
	Flush Mount	-2.81	-0.0455	0°C									
	East-West	-3.56	-0.075	3°C									
	Carport	-3.56	-0.075	3°C									
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D	
	2	2	2	2	2	2	2	2	2	2	2	2	
Irradiation Variance	5%												
Cell Temperature Spread	4° C												
Module Binning Range	-2.5% to 2.5%												
AC System Derate	0.50%												
Module Characterizations	Module							Uploaded By		Characterization			
	Q.PEAK DUO BLK ML-G10+ 410 (QCells)							HelioScope		Spec Sheet Characterization, PAN			
Component Characterizations	Device							Uploaded By		Characterization			
	SE17.3KUS (2021) (SolarEdge)							HelioScope		Spec Sheet			
	P960 (2022) (SolarEdge)							HelioScope		Mfg Spec Sheet			

📦 Components

Component	Name	Count
Inverters	SE17.3KUS (2021) (SolarEdge)	1 (17.3 kW)
Strings	10 AWG (Copper)	4 (366.8 ft)
Optimizers	P960 (2022) (SolarEdge)	28 (26.9 kW)
Module	QCells, Q.PEAK DUO BLK ML-G10+ 410 (410W)	54 (22.1 kW)

🏠 Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone		7-16	Along Racking

🏠 Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Flush Mount	Portrait (Vertical)	20°	181.54399°	0.1 ft	1x1	18	18	7.38 kW
Field Segment 2	Flush Mount	Portrait (Vertical)	20°	91.81047°	0.1 ft	1x1	36	36	14.8 kW

Detailed Layout





# Design 1 (copy) Select Federal Credit Union, 4393 Clearwater Way, Lexington, KY 40515, USA

## Shading Heatmap



## Shading by Field Segment

Description	Tilt	Azimuth	Modules	Nameplate	Shaded Irradiance	AC Energy	TOF <sup>2</sup>	Solar Access	Avg TSRF <sup>2</sup>
Field Segment 1	20.0°	181.5°	18	7.38 kWp	1,667.5kWh/m <sup>2</sup>	10.1 MWh <sup>1</sup>	97.1%	100.0%	97.1%
Field Segment 2	20.0°	91.8°	36	14.8 kWp	1,473.9kWh/m <sup>2</sup>	18.0 MWh <sup>1</sup>	85.9%	100.0%	85.8%
Totals, weighted by kWp			54	22.1 kWp	1,538.4kWh/m <sup>2</sup>	28.2 MWh	89.6%	100.0%	89.6%

<sup>1</sup> approximate, varies based on inverter performance

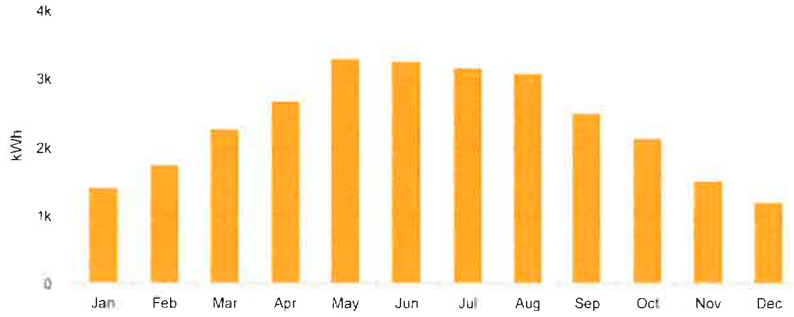
<sup>2</sup> based on location Optimal POA Irradiance of 1,717.0kWh/m<sup>2</sup> at 33.1° tilt and 182.7° azimuth

## Solar Access by Month

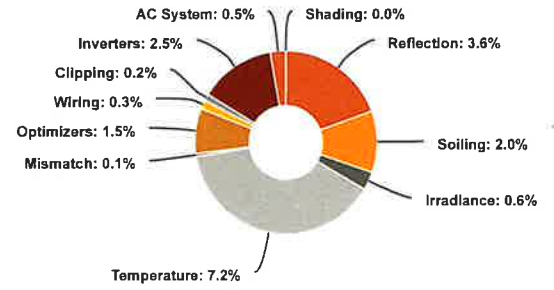
Description	jan	feb	mar	apr	may	jun	jul	aug	sep	oct	nov	dec
Field Segment 1	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Field Segment 2	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
AC Power (kWh)	1,401.8	1,738.6	2,267.7	2,670.6	3,290.1	3,260.3	3,163.8	3,087.3	2,494.1	2,117.1	1,511.2	1,183.1



Monthly Production



Sources of System Loss



Southwestern Angle



Southeastern Angle



# CALHOUN CONSTRUCTION SERVICES

## EXCLUSIONS

Existing Roofing Conditions are found unacceptable for solar