

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of March 24<sup>th</sup>, 2026 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and SOLAR ENERGY SOLUTIONS LLC. (**PROFESSIONAL**). **OWNER** intends to proceed with a roof-mounted solar photovoltaic systems in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include design and installation of solar photovoltaic systems for the city as described in the **OWNER**'s Request for Proposal No. 4-2026. The services are hereinafter referred to as the Project.

**OWNER** and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of design and installation services by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

**PROFESSIONAL** was selected by **OWNER** based upon its response to the Request for Proposal No. 4-2026.

**PROFESSIONAL** shall provide design and installation of solar photovoltaic systems for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

### **SECTION 1 - BASIC SERVICES OF PROFESSIONAL**

**PROFESSIONAL** shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

RFP No. 4-2026 with Addenda (Exhibit "A")  
**PROFESSIONAL'S** proposal dated 3/8/2026 (Exhibit "B"), 151 pages

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 4-2026 (Exhibit "A"), followed by the provisions of Exhibit "B".

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Provide supplemental documentation, as requested by the **OWNER**, to substantiate the system design conforms to **OWNER'S** requirements and use of allowance.

3. Install a roof-mounted solar photovoltaic system as proposed in Exhibit “B”, including supplemental documentation requested by **OWNER**, and subject to the “System Requirements” and “Contractor Requirements” as defined in Exhibit “A”, “Scope of Work”.

This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Provisions of RFP No. 4-2026 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL**

- 2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than those services provided herein. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **PROFESSIONAL** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.
- 2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

## **SECTION 3 - OWNER'S RESPONSIBILITIES**

### **OWNER shall:**

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete

authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **PROFESSIONAL'S** services.

- 3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

#### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence. See Exhibit "A" (attached) pertaining to substantial completion of services.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.
- 4.3. If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **PROFESSIONAL**, an extension of time for such delay will be considered. If delays occur, the **PROFESSIONAL** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

- 4.4. If delays result solely by reason of act of the **PROFESSIONAL**, the **PROFESSIONAL** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 of this Agreement shall apply. If the delay would prevent complete performance of the project within six (6) months of the time specified herein, **OWNER** shall have the option of canceling the project or otherwise adjusting the scope of service or work and any related fees.

## **SECTION 5 - PAYMENTS TO PROFESSIONAL**

### **5.1 Methods of Payment for Services of PROFESSIONAL**

#### **5.1.1 For Basic Services.**

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is fifty-four thousand, four hundred and forty dollars and seventy cents (\$54,440.70) as established by the "Price Proposal Form" in Exhibit "B".

### **5.2. Times of Payment.**

**5.2.1. PROFESSIONAL** shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt.

### **5.3. Other Provisions Concerning Payments.**

**5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work performed or services rendered in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **PROFESSIONAL**.

**5.3.2.** In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

**5.3.3.** In the event the **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

**6.1.1. PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

**6.1.2.** The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

## **6.2. Ownership and Reuse of Documents.**

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **PROFESSIONAL**.

## **6.3. Legal Responsibilities and Legal Relations.**

**6.3.1.** The **PROFESSIONAL** shall familiarize itself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

**6.3.2.** In performing the services hereunder, the **PROFESSIONAL** and its **PROFESSIONALS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and representatives, including **PROFESSIONALS**, and shall save and hold **OWNER** harmless therefrom.

**6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

## **6.4. Successors and Assigns.**

**6.4.1. PROFESSIONAL** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

**6.4.2.** The **PROFESSIONAL** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **PROFESSIONAL** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **PROFESSIONAL** of any responsibility for compliance with the provisions of this Agreement.

**6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PROFESSIONAL**.

## **6.5. Disputes.**

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

## **6.6. Accuracy of PROFESSIONAL'S Work.**

The **PROFESSIONAL** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by solar industry professionals prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **PROFESSIONAL** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make all revisions or corrections resulting from errors and/or omissions on the part of the **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

## **6.7. Security Clause.**

The **PROFESSIONAL** certifies that it shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law.

**6.8. Access to Records.**

The **PROFESSIONAL** and its sub-**PROFESSIONALS** shall maintain all books, documents, papers, and accounting records relating to this service agreement, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

**6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 4-2026 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

**SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

- 7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: 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 apprenticeships. The **PROFESSIONAL** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
  
- 7.2 The **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

**SECTION 8 - SPECIAL PROVISIONS**

- 8.1. This Agreement is subject to the following provisions.
  - 8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor, direct and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or

their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

- 8.2. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **PROFESSIONAL**.
- 8.3. UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.4. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):**

Signature: \_\_\_\_\_  
MAYOR

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

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

**PROFESSIONAL (SOLAR ENERGY SOLUTIONS LLC):**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

COMMONWEALTH OF KENTUCKY  
COUNTY OF ( \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ as \_\_\_\_\_ for and on behalf of \_\_\_\_\_, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY  
4862-8745-9509, v. 1



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2026 Solar PV Installation at Police Sector West** 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 **March 10, 2026**. 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.

A pre-proposal conference has been scheduled for February 24, 2026, 2:00 pm, at 1795 Old Frankfort Pike, Lexington, KY.

***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.***

## **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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing shall in writing, affirm or withdraw the recommendation.

**SELECTION CRITERIA:**

The LFUCG’s Selection Committee shall consider the following factors when it evaluates the proposals received:

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
TOTAL	100 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 regarding this RFP shall be addressed through:**  
<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, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, 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 Central Purchasing 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."

**Continued on next page**

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.

8. Proposer will comply with all registration requirements as a contractor where required by Section 5-85 of the Code of Ordinances of the Lexington-Fayette Urban County Government. Proposer will utilize as subcontractors on the contract only contractors who are registered as required by Section 5-85 of the Code of Ordinances. Proposer will maintain a "current" status with regard to all contractor registration requirements during the life of the contract and will ensure that all subcontractors maintain a "current" status with regard to all contractor registration requirements during the life of the contract. Proposer has authorized the Division of Procurement to verify the registration of Bidder and Bidder's subcontractors with the Division of Building Inspection.

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_

**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.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

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																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*

**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**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_



**LEXINGTON**

**MINORITY BUSINESS ENTERPRISE PROGRAM**

Sherita Miller, MPA, CPSD  
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 (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***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. Black American, Asian American, Hispanic American, Native American)

***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 Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)

Kentucky Minority and Women Business Enterprise (MWBE)

Women’s Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

National Minority Supplier Development Council (NMSDC)

Tri-State Minority Supplier Development Council (TSMSSDC)

U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

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

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

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

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



# LEXINGTON

## 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 the Division of 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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



**LEXINGTON**

## **DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS**

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
  - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

<b>Proposer Name:</b>	_____	<b>Date:</b>	_____
<b>Project Name:</b>	_____	<b>Project Number:</b>	_____
<b>Contact Name:</b>	_____	<b>Telephone:</b>	_____
<b>Email:</b>	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes  No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

 (Click or tap here to enter text.)

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

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.

---

**Company**

---

**Company Representative**

---

**Date**

---

**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.

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Signature

---

Date

**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.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

**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:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker’s Compensation	Statutory
Employer’s Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

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. 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.
- d. 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.

## SCOPE OF WORK

### **Location**

1795 Old Frankfort Pike, Police Sector West

### **Introduction**

LFUCG is soliciting proposals from qualified solar PV providers to design and install a ballasted solar photovoltaic system at Police Sector West. Respondents must demonstrate 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**

Total capacity of the system shall be no less than 23 kW-dc and not exceed 30 kW-dc. A nominal layout is shown in **Figure 01**.

Racking components shall not obstruct drainage to the roof drains. Roof drains shall be visible and accessible for maintenance.

The installed system shall not invalidate the existing JOHNS MANVILLE roof guarantee. Required modifications shall be performed by a JOHNS MANVILLE approved roofing contractor, including all documentation and any necessary inspections. Refer to attached files **Roof Overburden Form.pdf** and **Roof Guarantee Sample.pdf**

The distributed load imparted by the system under design conditions shall not exceed six and a half (6.5) pounds per square foot. A detailed load analysis is required as part of the Technical Approach.

Ballast block shall conform to ASTM C90 and ASTM C1884.

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

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.

Each module shall have a dedicated optimizer.

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). Lists 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, the interface must show the status of each module and inverter(s) and allow the download of aggregate power data in increments not greater than one hour. The interface shall be provided at no cost to LFUCG for a period of at least three (3) years.

No cables shall contact the roof surface. Racking solutions shall include raceways for DC wire management. All cable ties shall be made of polyvinylidene fluoride (PVDF) with a rated service life of at least 25 years.

Exterior conduit shall be liquid tight and any flexible lengths shall not exceed 24 inches.

### **Contractor Requirements**

#### *--- Prior to Construction*

The Contractor is responsible for all permitting related to the design and installation of the system, including interconnection agreements with the utility.

Contractor shall submit to Owner the roofing contractor's proposal for maintaining the roof warranty, including all forms required.

The Contractor shall provide dimensioned drawings and technical specifications of the proposed system. The information must establish the physical layout of the system components relative to the building and document electrical conductor sizing and module capacity.

The Contractor shall provide the load analysis for the ballasted system including specifications for related components, e.g. ballast material, slip sheets, etc.

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

#### *--- During Construction*

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

The Contractor shall utilize an approved JOHNS MANVILLE roofing contractor to perform all necessary modifications to the roof to preserve the existing roof guarantee.

The Contractor is responsible for establishing communication between the inverter and the internet using an Ethernet cable, at the direction of LFUCG Information Technology.

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.

The Contractor shall notify LFUCG of any changes relative to the bid proposal. Such “change order” requests must be accepted by LFUCG in writing prior to installation. Changes made by the Contractor without acceptance are at risk to the Contractor.

#### *--- After Construction*

As a condition of full payment, the Contractor shall provide to LFUCG the following deliverables in PDF format:

- List of warranty expiration dates of all components under warranty,
- Operations and maintenance manual,
- As-built electrical drawings, and
- As-built solar performance model, and
- Roof Warranty documentation.

After 30 days of operation, the Contractor shall review generation data and provide a report to LFUCG to affirm that system output is meeting expectations.

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

#### **Design Guidance**

The racking system will need to accommodate elevation differences due to the presence of roof crickets (for drainage). **Figure 01** provides a recommended layout relative to roof drains. Letter “e” is the location of an electrical conduit penetration reserved for solar.

The height of the parapet is 24 inches.

Three-phase electrical service is provided by Kentucky Utilities. 15-minute interval data is available in attached file **Usage\_15min.csv**

#### **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 2024,

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
- Optimizer specifications
- Racking specifications
- For ballasted systems, load analysis documenting the geometry of the system relative to the roof and the weight of individual components. The analysis must specify the design criteria (e.g. snow, wind, seismic) used to determine the distributed load of the system
- Line diagram for dc/ac wiring showing component path from modules to point of interconnection
- 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>

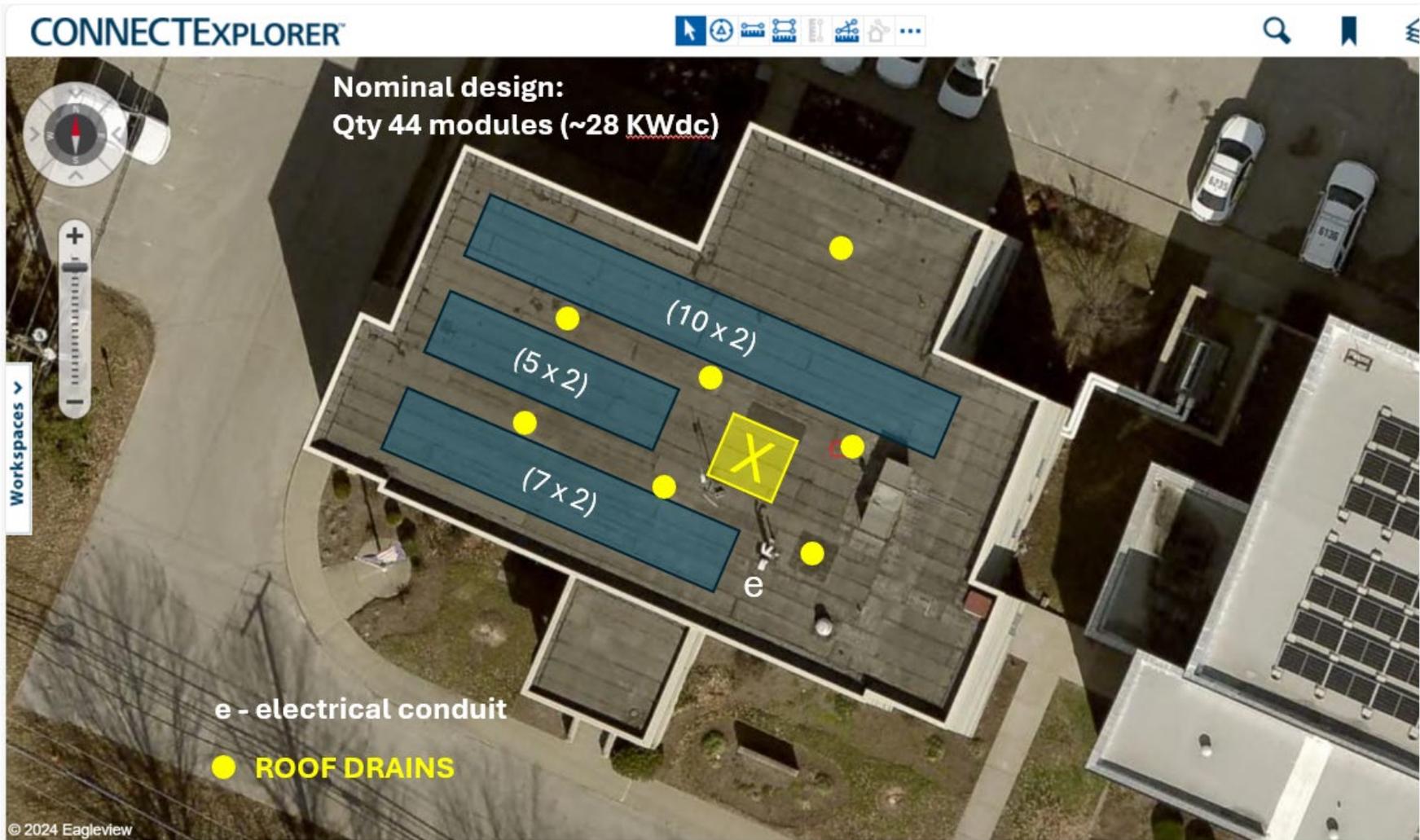


Figure 01

## RFP 4-2026 Price Proposal Form Solar PV Installation

<b>1795 Old Frankfort Pike, Police Sector West</b>	
Array Modules	\$
Inverter(s) & Monitoring System	\$
Electrical & Wiring Materials	\$
Racking & Ballast Materials	\$
Labor	\$
Roof Warranty Requirements (foot pads, slip sheets, etc)	\$
Other w/ Description	\$
Owner Allowance (mandatory)	\$3,000
<b>TOTAL</b>	\$

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Printed Name of Authorized Representative

---

Title of Authorized Representative

---

Signature of Authorized Representative

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
PROCUREMENT

**ADDENDUM #1**

RFP Number: #4-2026

Date: February 26, 2026

Subject: Solar PV Installation at Police Sector West

Address inquiries to:  
Sondra Stone  
(859) 258-3320  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

1. See attached pre-proposal sign-in sheet.
2. Supplemental information related to the JOHNS MANVILLE roof guarantee is provided in the attached file **Johns Manville Guarantee.pdf**.
3. The installed system shall not invalidate the existing KINGSPAN insulated panel warranty. Any modifications to the panels, if necessary, shall be performed by a KINGSPAN approved contractor, including all documentation and any necessary inspections. For questions, contact Andy McIntyre, Regional Sales Manager, Kingspan Insulated Panels, 614-444-0110 (office), 740-400-9365 (mobile), [andy.mcintyre@kingspan.com](mailto:andy.mcintyre@kingspan.com). Refer to the attached file **Kingspan Warranty.pdf**.



- 4. LFUCG will provide a penetration between the basement and Floor 1 and a penetration between Floor 1 and Floor 2 for electrical line runs. The penetrations will be three (3) inches in diameter, minimum.



Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_



**SIGN-IN SHEET**

**Pre-Proposal Meeting #4-2026 Solar PV Installation at Police Sector West**  
 February 24, 2026 @ 2:00 pm

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phone#	Email Address
Sondra Stone	LFUCG		859-258-3320	<a href="mailto:ssone@lexingtonky.gov">ssone@lexingtonky.gov</a>
Sherita Miller	LFUCG		859-258-3320	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>
James Bush	LFUCG, Env Services		859-425-2879	<a href="mailto:jbush@lexingtonky.gov">jbush@lexingtonky.gov</a>
Adeel Azeem	LFUCG, Env Services		859-425-2806	<a href="mailto:aazeem@lexingtonky.gov">aazeem@lexingtonky.gov</a> ✓
Tyson S. e. Arce	LFUCG CPD		855 472 7266	TEAROR@LEXINGTONPOLICE.KY.GOV
DAVE MADDA	LFUCG FAC.			DMADDA@LEXINGTONKY.GOV
Nathan Mann	Mann Solar		859-428-7292	nathandmannsolar.com
LOLY WOOD	LFUCG General Services		859-285-7740	wood@lexingtonky.gov
JASON JOHNSON	Calhoun Construction		850 450 7650	jasonjohnson@calhounconstruction.com
MIKE BOWMAN	Solar Energy Solutions		859-618-4849	MIKEB@SESRE.COM
KYLE M SCAZZY	" " "		859 338-3857	KYLEM@SESRE.COM
Josh Frederick	Southern Solar & Electrical Contracting		502-387-2630	josh.fredrick@sselky.com
MIKE SASSER	Southern Select Electrical Contracting		502-936 8341	MIKE.SASSER@SSELKY.COM

ucts.com



## LIMITED PAINT FINISH WARRANTY

1. Kingspan Insulated Panels Inc., or Kingspan Insulated Panels Ltd. for projects located in Canada (hereinafter referred to as “Kingspan”) severally warrant to the Owner whose name appears on Exhibit A (the “Owner”) that, subject to the terms, conditions and limitations set forth herein, for the time periods indicated below (see checkmark denoting applicable paint finish) from: **(a) the Substantial Completion Date identified on Exhibit A** (the “Warranty Period”), that the paint finish on the exterior of the insulated panels supplied by Kingspan (collectively, the “Product”) will be free from defects in material and workmanship under normal use and service.

Applicable paint finish covered under this warranty:

✓	Fluropon® / Illumipon™ - <b>Arabian Blue 436B2550</b>
✓	Fluropon® Classic II / Fluropon® Classic - <b>Silver Grey 439Z11278MD, Medium Grey 439Z11077MD</b>
	Flurothane®
	Flurothane® Coastal
	WeatherXL™

a. Film Integrity:

- i. Fluropon®, Illumipon™, Fluropon® Classic II, Fluropon® Classic, Flurothane®, Flurothane® Coastal, WeatherXL™: Will not exhibit cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation for a period of 20 Years.

b. Chalking:

- i. Fluropon®, Illumipon™, Fluropon® Classic II, Fluropon® Classic, Flurothane®, Flurothane® Coastal: Will not chalk in excess of ASTM D-4214 method A number 8 rating when properly maintained for a period of 20 Years.
- ii. WeatherXL™: Will not chalk in excess of ASTM D-4214 method A number 6 rating on roof panels and a number 8 rating on wall panels, when properly maintained for a period of 20 Years.

c. Color Fade:

- i. Fluropon®, Illumipon™, Fluropon® Classic II, Fluropon® Classic, Flurothane®, Flurothane® Coastal: Will not exhibit color change more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244 for a period of 20 Years.
- ii. WeatherXL™ : Will not exhibit color change more than seven (7.0) Hunter delta-E units on roof panels and five (5.0) Hunter delta-E units on wall panels as determined by ASTM method D-2244 for a period of 20 Years.



- A. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface.
  - B. Minute fracturing which may occur in proper fabrication of panels and panel components is not a warranted condition. Failure due to substrate corrosion is not a covered Warranty Condition. It is acknowledged and accepted by Owner that color changes may not be uniform on surfaces that are not equally exposed to the sun and elements, and Kingspan does not warrant that color changes will be uniform.
2. The Customer whose name appears on Exhibit A, as applicable, shall be solely responsible for notifying Kingspan of the Substantial Completion Date within 30 days of substantial completion of the Project identified on Exhibit A.
3. As used herein, “Warrantor” shall refer to the party responsible for warranty work under the terms of this Limited Warranty. This warranty applies only to buildings whereas the panel face is installed on the outside of the building and is exposed to the exterior environment. Panel faces exposed to the interior of the building are not warranted under this agreement. Gutter assemblies and gutter components of any kind are excluded from this Limited Warranty.
4. Oral statements made by Warrantor or its representatives and written descriptions of the Product other than as set forth in this Limited Warranty do not constitute a warranty on behalf of Warrantor.
5. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, WARRANTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE HEREBY WAIVED.
6. The limited warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of a failure to meet any of the following conditions:
  - a. The Product must:
    - i. have been paid for in full, including without limitation payment of the full contract price for all work performed and materials furnished;
    - ii. have been stored, handled and installed in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation all Kingspan technical documents in all respects, but particularly in relation to design loads, supporting spans, fastener spacing and type, detail installation design and fixing, and generally accepted industry standards, including without limitation SMACNA principles for sheet metal practices;



- iii. have been used, and maintained both inside and outside, including without limitation periodically cleaning the Product to remove debris, silt and other contaminants and obstructions to flow of runoff, in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation maintenance guidelines, and generally accepted industry standards;
- iv. Flurothane® Coastal Paint Finish “Product”, Owner shall perform a “sweet water” / fresh tap water rinse twice a year, or more frequent, to avoid salt residue accumulation in accordance with AAMA 610.1.1979. The product must not be cleaned with abrasive or chemical cleaners. Owner shall maintain records of the maintenance.
- v. not have been altered or repaired, including without limitation changing the factory finished color by any means, such as adhering a membrane to the facing, performing any touch-up paint or overpaint on the Product before, during or after installation, installing the Product with any accessories or by any means not approved in writing by Kingspan, placing or attaching structures, fixtures or utilities upon or to Product, installing vents or manual perforations or penetrations such as skylights or solar panels or adding or relocating curb units, smoke hatches, HVAC units, electrical or pipe penetrations or ventilators;
- vi. not have been damaged:
  - A. due to accident, neglect, negligence, misuse, aggressive cleaning products, or improper installation, and specifically including without limitation, vandalism, foot traffic and falling objects;
  - B. by natural disaster or casualty, including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, flood, other act of God, or by fire;
  - C. due to any atmospheric conditions not in compliance with the established air quality standards set forth in the U.S. Clean Air Act, or any and all other applicable laws of any federal, provincial, state, municipal or local governmental body;
  - D. by chemical conditions, animals, animal waste, insects, or other conditions, including without limitation, exposure to continuous temperatures howsoever caused greater than 180°F / 82°C and exposure to materials with advance corrosion;



- E. as a result of (y) structural failures, including without limitation, settling or shifting of the building, or (z) loss of integrity of the building envelope or structure, including without limitation, losses of integrity due to windows, doors, ventilators, HVAC units, louvers, electrical, pipe, fasteners or any other penetrations;
  - F. due to standing water (ponding or pooling) with particular reference to protective finish of roof panels or inadequately sealed overlaps allowing retention of water or other contaminants;
  - G. due to corrosion of any sort, including without limitation, corrosion resulting from drainage, roof top equipment, leaky gutters, exposure to marine (salt water) atmosphere (i., listed below, denotes a finish exception to this clause), atmospheric contaminants or contaminants generated inside the building, including moisture build-up due to inadequate or poor ventilation of interior;
    - i. Flurothane® Coastal Paint Finish “Product” is warranted for installation on property located within 1,500 or fewer feet from a marine (salt water) atmospheric environment. Flurothane® Coastal is the only approved paint finish for Product installed in a Saline water (salt water), Marine water (seawater), including Coastal, Brackish, and Brine water environments.
  - H. due to movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Product unless such components are an integral part of the Product and designated by Kingspan as a part of the Product purchased by Owner, or deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials;
  - I. Staining caused by water damage and/or condensation; or
  - J. Due to areas sheltered from periodic washing by natural rainfall or man-made fresh water rinse.
- b. Warrantor does not warrant the compatibility of the Product with any product manufactured by any third party.
  - c. Owner must have ensured that the design of the building structure, materials, and controls supporting the Product are adequate for their purpose and properly constructed. Owner acknowledges that any shop drawings prepared by Kingspan may not represent as built conditions. Site conditions not in accordance with Kingspan shop drawings and written installation instructions are expressly excluded from this Limited Warranty.



- d. Owner must have notified (i) the Plant Manager at the Kingspan Plant Location identified on Exhibit A of any claim under this Limited Warranty in writing within 30 days of the date Owner discovers, or should have discovered, the issue giving rise to the claim. To be valid, all claims must identify (A) the Kingspan Order Number identified on Exhibit A, (B) the applicable Last Delivery Date identified on Exhibit A, and (C) date of installation of the Product and components, and be made within the Warranty Period. If Warrantor determines that an investigation of the claim is necessary, the claimant must allow free and full access to the building and property during regular business hours, including the right to take photographs and samples as determined by Warrantor. Owner agrees to reimburse Kingspan for all investigation costs incurred by Kingspan for claims made by Owner which are determined not to be valid hereunder.
7. If the Product is the subject of a valid warranty claim in accordance with this Limited Warranty, Warrantor will, at its sole option: (i) refinishing the defective panels; or (ii) reimbursement for the cost of refinishing the panels exhibiting defective paint finish, provided however, that such repair obligation be limited to the actual cost of the warranty repair work, and in no event shall be more than the original cost of the material supplied by Kingspan. Refinishing must be performed by Kingspan or a Kingspan approved contractor, using standard finishing practices and materials approved by Kingspan. Kingspan reserves the right to approve any contract for such refinishing. The Warranty Period for any refinished panels shall be limited to the unexpired warranty period for the originally supplied panels. Should the Product covered under this Limited Warranty be discontinued, Kingspan reserves the right to substitute a finish of equal quality and price at its sole discretion. Owner hereby acknowledges and agrees that normal exposure to the elements may preclude a perfect color match between the original and replacement finish. The remedy set forth in this Section 7 is the sole and exclusive remedy for any claim based on the Product's failure to meet this Limited Warranty.
8. IN NO EVENT WILL WARRANTOR'S LIABILITY EXCEED THE ORIGINAL COST OF THE MATERIAL SUPPLIED BY KINGSPAN FOR THE DEFECTIVE PRODUCT. WARRANTOR WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTOR WILL NOT BE LIABLE FOR DAMAGES TO THE STRUCTURE OF THE BUILDING, DAMAGES TO THE CONTENTS IN THE BUILDING, INCREMENTAL HEATING OR COOLING COSTS, OR DAMAGES TO ANY OTHER PROPERTY OR PERSONS.
9. This Limited Warranty applies only to Projects in any state within the United States (including Washington D.C., but excluding Hawaii), and Projects in Canada.
10. This Limited Warranty is issued to the owner of the Project on which the Product is installed at the time of installation. This Limited Warranty is non-transferable and non-assignable. No rights against the Warrantor shall be created by any transfer or assignment. Owner or its agents or representatives shall not claim, represent, or imply nor permit its customers, distributors, applications, or contractors to claim, represent or imply that this warranty extends or is available to



- parties other than Owner. Owner shall cause any party to cease and desist of any such misrepresentations. This condition shall constitute a material term of this Limited Warranty and its violation by Owner shall excuse the Warrantor from its obligations hereunder.
11. Any failure of Warrantor to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.
  12. The parties acknowledge that they have requested that this Limited Warranty and all documents relating hereto be drawn up in the English language, and the English language shall prevail. Les parties reconnaissent qu'elles ont exigés que les présentes conditions de ventes et tous documents qui y sont afférents soient rédigés en langue anglaise et le langue anglaise prédominera.
  13. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.
  14. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Florida, except for projects located in Canada which shall be governed by the laws of the Province of Ontario, in each case without regard to the laws of such jurisdiction relating to conflicts of laws.
  15. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted.
  16. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
  17. This Limited Warranty is effective only once this document has been signed and dated by a Kingspan representative.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Warranty as of the date listed below.

KINGSPAN:

Kingspan Insulated Panels Inc.

By: *Nikol Davis*

Name: Nikol Davis

Title: Technical Services Project Manager

Date: February 5, 2026



EXHIBIT A

<b>Document Date:</b> February 5, 2026	<b>Project:</b> Police Roll Call
<b>Substantial Completion Date:</b> January 23, 2026	<b>Address:</b> 1795 Old Frankfort Pike <b>City/Region:</b> Lexington, KY 40504
<b>Owner:</b> Lexington-Fayette Urban County Government <b>Address:</b> 200 E Main St. <b>City/Region:</b> Lexington, KY 40507	<b>Customer:</b> Norrenbrock Co (KY)  <b>Address:</b> 18010 Meeting House Rd. <b>City/Region:</b> Fisherville, KY 40023-8710

This Limited Paint Finish Warranty (“Limited Warranty”) shall apply to:

Item	Kingspan Order Number	Product	Kingspan Plant Location	Last Delivery Date
1.	1000106891	Vale™ Wall Panel - Exterior Finish Silver Grey 439Z11278MD	Columbus	7/2/2025
2.	1000106917	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	6/2/2025
3.	1000106917	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	6/23/2025
4.	1000106917	BENCHMARK Designwall 2000 - Exterior Finish Arabian Blue 436B2550	Columbus	6/2/2025
5.	1000111789	BENCHMARK Designwall 2000 - Exterior Finish Arabian Blue 436B2550	Columbus	8/18/2025
6.	1000114014	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	11/3/2025
7.	1000114953	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	12/3/2025

**Deland Plant** | 726 Summerhill Drive | Deland | FL 32724 | US 386-626-6789  
**Modesto Plant** | 2000 Morgan Road | Modesto | CA 95358 | US 209-531-9091  
**Columbus Plant** | 720 Marion Road | Columbus | OH 43207 | US 614-444-0110  
**Langley Plant** | 5202-272<sup>nd</sup> Street | Langley | BC V4W 1S3 | CA 604-607-1101  
**Caledon Plant** | 12557 Coleraine Drive | ON L7E 3B5 | CA 905-951-5600  
[www.kingspanpanels.us](http://www.kingspanpanels.us)  
[www.kingspanpanels.ca](http://www.kingspanpanels.ca)



### **LIMITED PANEL WARRANTY**

1. Kingspan Insulated Panels Inc., or Kingspan Insulated Panels Ltd. for projects located in Canada (hereinafter referred to as “Kingspan”) severally warrant to the Owner whose name appears on Exhibit A (the “Owner”) that, subject to the terms, conditions and limitations set forth herein, for a period of [ 2 ] years from: **(a) the Substantial Completion Date identified on Exhibit A** (the “Warranty Period”), the insulated panels supplied by Kingspan (collectively, the “Product”) will be free from defects in material and workmanship under normal use and service. The Product, if properly installed, will not show evidence of excessive deflection or delamination under conditions within panel design limits determined by Kingspan. The Customer whose name appears on Exhibit A, as applicable, shall be solely responsible for notifying Kingspan of the Substantial Completion Date within 30 days of substantial completion of the Project identified on Exhibit A.
2. As used herein, “Warrantor” shall refer to the party responsible for warranty work under the terms of this Limited Warranty. Gutter assemblies and gutter components of any kind are excluded from this Limited Warranty.
3. Oral statements made by Warrantor or its representatives and written descriptions of the Product other than as set forth in this Limited Warranty do not constitute a warranty on behalf of Warrantor.
4. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, WARRANTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE HEREBY WAIVED.



5. The limited warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of a failure to meet any of the following conditions:
- a. The Product must:
    - i. have been paid for in full, including without limitation payment of the full contract price for all work performed and materials furnished;
    - ii. have been stored, handled and installed in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation all Kingspan technical documents in all respects, but particularly in relation to design loads, supporting spans, fastener spacing and type, detail installation design and fixing, and generally accepted industry standards, including without limitation SMACNA principles for sheet metal practices;
    - iii. have been used and maintained, including without limitation periodically cleaning the Product to remove debris, silt and other contaminants and obstructions to flow of runoff, and maintaining and replacing caulking and sealing materials, in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation maintenance guidelines, and generally accepted industry standards;
    - iv. not have been altered or repaired, including without limitation changing the factory finished color by any means, such as adhering a membrane to the facing, performing any touch-up paint or overpaint on the Product before, during or after installation, installing the Product with any accessories or by any means not approved in writing by Kingspan, placing or attaching structures, fixtures or utilities upon or to Product, installing vents or manual perforations or penetrations such as skylights or solar panels or adding or relocating curb units, smoke hatches, HVAC units, electrical or pipe penetrations or ventilators;



- v. not have been damaged:
- A. due to accident, neglect, negligence, misuse or improper installation, and specifically including without limitation, vandalism, foot traffic and falling objects;
  - B. by natural disaster or casualty, including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, flood, other act of God, or by fire;
  - C. due to any atmospheric conditions not in compliance with the established air quality standards set forth in the U.S. Clean Air Act, or any and all other applicable laws of any federal, provincial, state, municipal or local governmental body;
  - D. by chemical conditions, animals, insects, or other conditions, including without limitation, exposure to continuous temperatures howsoever caused greater than 180°F / 82°C and exposure to materials with advance corrosion;
  - E. as a result of (y) structural failures, including without limitation, settling or shifting of the building, or (z) loss of integrity of the building envelope or structure, including without limitation, losses of integrity due to windows, doors, ventilators, HVAC units, louvers, electrical, pipe, fasteners or any other penetrations;
  - F. due to standing water (ponding or pooling) with particular reference to protective finish of roof panels or inadequately sealed overlaps allowing retention of water or other contaminants;
  - G. due to corrosion of any sort, including without limitation, corrosion resulting from drainage, roof top equipment, leaky gutters, exposure to marine (salt water) atmosphere, atmospheric contaminants or contaminants generated inside the building, including moisture build-up due to inadequate or poor ventilation of interior; or
  - H. due to movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Product unless such components are an integral part of the Product and designated by Kingspan as a part of the Product purchased by Owner, or deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials.



- b. Warrantor does not warrant the compatibility of the Product with any product manufactured by any third party.
  - c. Owner must have ensured that the design of the building structure, materials, and controls supporting the Product are adequate for their purpose and properly constructed. Owner acknowledges that any shop drawings prepared by Kingspan may not represent as built conditions. Site conditions not in accordance with Kingspan shop drawings and written installation instructions are expressly excluded from this Limited Warranty.
  - d. Owner must have notified (i) the Plant Manager at the Kingspan Plant Location identified on Exhibit A of any claim under this Limited Warranty in writing within 30 days of the date Owner discovers, or should have discovered, the issue giving rise to the claim. To be valid, all claims must identify (A) the Kingspan Order Number identified on Exhibit A, (B) the applicable Last Delivery Date identified on Exhibit A, and (C) date of installation of the Product and components, and be made within the Warranty Period. If Warrantor determines that an investigation of the claim is necessary, the claimant must allow free and full access to the building and property during regular business hours, including the right to take photographs and samples as determined by Warrantor. Owner agrees to reimburse Kingspan for all investigation costs incurred by Kingspan for claims made by Owner which are determined not to be valid hereunder.
6. If the Product is the subject of a valid warranty claim in accordance with this Limited Warranty, Warrantor will, at its sole option: (i) replace the defective panels or refund the purchase price paid to Kingspan for the defective panels; or (ii) repair the defective panels, provided however, that such repair obligation be limited to the cost of material and labor only. The Warranty Period for any repaired or replaced panels shall be limited to the unexpired warranty period for the originally supplied panels. Should the Product covered under this Limited Warranty be discontinued, Kingspan reserves the right to substitute a product of equal quality or price at its sole discretion. Owner hereby acknowledges and agrees that normal exposure to the elements may preclude a perfect color match between the original and replacement material. The remedy set forth in this Section 6 is the sole and exclusive remedy for any claim based on the Product's failure to meet this Limited Warranty.



7. IN NO EVENT WILL WARRANTOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID TO KINGSPAN FOR THE DEFECTIVE PRODUCT. WARRANTOR WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTOR WILL NOT BE LIABLE FOR DAMAGES TO THE STRUCTURE OF THE BUILDING, DAMAGES TO THE CONTENTS IN THE BUILDING, INCREMENTAL HEATING OR COOLING COSTS, OR DAMAGES TO ANY OTHER PROPERTY OR PERSONS.
8. This Limited Warranty applies only to Projects in any state within the United States (including Washington D.C., but excluding Hawaii), and Projects in Canada.
9. This Limited Warranty is issued to the owner of the Project on which the Product is installed at the time of installation. This Limited Warranty is non-transferable and non-assignable. No rights against the Warrantor shall be created by any transfer or assignment. Owner or its agents or representatives shall not claim, represent, or imply nor permit its customers, distributors, applications, or contractors to claim, represent or imply that this warranty extends or is available to parties other than Owner. Owner shall cause any party to cease and desist of any such misrepresentations. This condition shall constitute a material term of this Limited Warranty and its violation by Owner shall excuse the Warrantor from its obligations hereunder.
10. Any failure of Warrantor to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.
11. The parties acknowledge that they have requested that this Limited Warranty and all documents relating hereto be drawn up in the English language, and the English language shall prevail. Les parties reconnaissent qu'elles ont exigés que les présentes conditions de ventes et tous documents qui y sont afférents soient rédigés en langue anglaise et le langue anglaise prédominera.
12. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.



13. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Florida, except for projects located in Canada which shall be governed by the laws of the Province of Ontario, in each case without regard to the laws of such jurisdiction relating to conflicts of laws.
14. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted.
15. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
16. This Limited Warranty is effective only once this document has been signed and dated by a Kingspan representative.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Warranty as of the date listed below.

KINGSPAN:

Kingspan Insulated Panels Inc.

By: *Nikol Davis*

Name: Nikol Davis

Title: Technical Services Project Manager

Date: February 5, 2026



EXHIBIT A

<b>Document Date:</b> February 5, 2026	<b>Project:</b> Police Roll Call
<b>Substantial Completion Date:</b> January 23, 2026	<b>Address:</b> 1795 Old Frankfort Pike <b>City/Region:</b> Lexington, KY 40504
<b>Owner:</b> Lexington-Fayette Urban County Government <b>Address:</b> 200 E Main St. <b>City/Region:</b> Lexington, KY 40507	<b>Customer:</b> Norrenbrock Co (KY) <b>Address:</b> 18010 Meeting House Rd. <b>City/Region:</b> Fisherville, KY 40023-8710

This Limited Panel Warranty (“Limited Warranty”) shall apply to:

Item	Kingspan Order Number	Product	Kingspan Plant Location	Last Delivery Date
1.	1000106891	Vale™ Wall Panel	Columbus	7/2/2025
2.	1000106917	BENCHMARK Designwall 2000	Columbus	6/2/2025
3.	1000106917	BENCHMARK Designwall 2000	Columbus	6/23/2025
4.	1000111789	BENCHMARK Designwall 2000	Columbus	8/18/2025
5.	1000114014	BENCHMARK Designwall 2000	Columbus	11/3/2025
6.	1000114953	BENCHMARK Designwall 2000	Columbus	12/3/2025

**Deland Plant** | 726 Summerhill Drive | Deland | FL 32724 | US 386-626-6789  
**Modesto Plant** | 2000 Morgan Road | Modesto | CA 95358 | US 209-531-9091  
**Columbus Plant** | 720 Marion Road | Columbus | OH 43207 | US 614-444-0110  
**Langley Plant** | 5202-272<sup>nd</sup> Street | Langley | BC V4W 1S3 | CA 604-607-1101  
**Caledon Plant** | 12557 Coleraine Drive | ON L7E 3B5 | CA 905-951-5600  
[www.kingspanpanels.us](http://www.kingspanpanels.us)  
[www.kingspanpanels.ca](http://www.kingspanpanels.ca)



### LIMITED WEATHERTIGHTNESS WARRANTY

1. Kingspan Insulated Panels Inc., or Kingspan Insulated Panels Ltd. for projects located in Canada (hereinafter referred to as “Kingspan”), and the Installer whose name appears on Exhibit A attached hereto (the “Installer”) severally warrant to the Owner whose name appears on Exhibit A (the “Owner”) that, subject to the terms, conditions and limitations set forth herein, for a period of [ 20 ] years from: **(a) the Substantial Completion Date identified on Exhibit A** (the “Warranty Period”), the Kingspan panel system and all ancillaries applicable only to weathertight installation supplied by Kingspan as part of the panel system (collectively, the “Product”) shall remain weathertight. The Installer or the Customer whose name appears on Exhibit A, as applicable, shall be solely responsible for notifying Kingspan of the Substantial Completion Date within 30 days of substantial completion of the Project identified on Exhibit A.
2. The Installer is solely responsible for: (a) all claims resulting from improper installation of the Product; (b) all claims relating to leaks, regardless of when such leaks first appear, caused by improper installation; and (c) all claims relating to leaks, regardless of cause, that manifest during the initial 24 months of the Warranty Period (the “24-Month Installer Warranty Period”). Owner shall be solely responsible for notifying Installer of all leaks discovered during the 24-Month Installer Warranty Period within 15 days of such discovery. The 24-Month Installer Warranty Period shall restart upon Installers receipt of proper written notice from Owner. Kingspan’s responsibility under this Limited Warranty shall take effect only at the conclusion of the Installer’s 24 month leak-free warranty responsibility period and shall apply only for leaks that first manifest after such period that do not result from improper installation or usage. As used herein, “Warrantor” shall refer to the party responsible for warranty work under the terms of this Limited Warranty. If the Installer’s business is no longer in existence, defaults or ceases to perform its duties under this Limited Warranty, then the Installer’s period of responsibility becomes the Owner’s. This warranty applies only to buildings whereas the panel is installed on the outside of the building and is exposed to the exterior environment. Panels, Panel faces exposed to the interior of the building are not warranted under this agreement. Gutter assemblies and gutter components of any kind are excluded from this Limited Warranty.
3. Oral statements made by Warrantor or its representatives and written descriptions of the Product other than as set forth in this Limited Warranty do not constitute a warranty on behalf of Warrantor.



4. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, WARRANTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE HEREBY WAIVED.
  
5. The limited warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of a failure to meet any of the following conditions:
  - a. The Product must:
    - i. have been paid for in full, including without limitation payment of the full contract price for all work performed and materials furnished;
    - ii. have been stored, handled and installed in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation all Kingspan technical documents in all respects, but particularly in relation to design loads, supporting spans, fastener spacing and type, detail installation design and fixing, and generally accepted industry standards, including without limitation SMACNA principles for sheet metal practices;
    - iii. have been used and maintained, including without limitation periodically cleaning the Product to remove debris, silt and other contaminants and obstructions to flow of runoff, and maintaining and replacing caulking and sealing materials, in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation maintenance guidelines, and generally accepted industry standards;
    - iv. not have been altered or repaired, including without limitation changing the factory finished color by any means, such as adhering a membrane to the facing, performing any touch-up paint or overpaint on the Product before, during or after installation, installing the Product with any accessories or by any means not approved in writing by Kingspan, placing or attaching structures, fixtures or utilities upon or to Product, installing vents or manual perforations or penetrations such as skylights or solar panels or adding or relocating curb units, smoke hatches, HVAC units, electrical or pipe penetrations or ventilators;



- v. not have been damaged:
  - A. due to accident, neglect, negligence, misuse or improper installation, and specifically including without limitation, vandalism, foot traffic and falling objects;
  - B. by natural disaster or casualty, including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, flood, other act of God, or by fire;
  - C. due to any atmospheric conditions not in compliance with the established air quality standards set forth in the U.S. Clean Air Act, or any and all other applicable laws of any federal, provincial, state, municipal or local governmental body;
  - D. by chemical conditions, animals, insects, or other conditions, including without limitation, exposure to continuous temperatures howsoever caused greater than 180°F / 82°C and exposure to materials with advance corrosion;
  - E. as a result of (y) structural failures, including without limitation, settling or shifting of the building, or (z) loss of integrity of the building envelope or structure, including without limitation, losses of integrity due to windows, doors, ventilators, HVAC units, louvers, electrical, pipe, fasteners or any other penetrations;
  - F. due to standing water (ponding or pooling) with particular reference to protective finish of roof panels or inadequately sealed overlaps allowing retention of water or other contaminants;
  - G. due to corrosion of any sort, including without limitation, corrosion resulting from drainage, roof top equipment, leaky gutters, exposure to marine (salt water) atmosphere, atmospheric contaminants or contaminants generated inside the building, including moisture build-up due to inadequate or poor ventilation of interior; or
  - H. due to movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Product unless such components are an integral part of the Product and designated by Kingspan as a part of the Product purchased by Owner, or deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials.



- b. Warrantor does not warrant the compatibility of the Product with any product manufactured by any third party.
  - c. Owner must have ensured that the design of the building structure, materials, and controls supporting the Product are adequate for their purpose and properly constructed. Owner acknowledges that any shop drawings prepared by Kingspan may not represent as built conditions. Site conditions not in accordance with Kingspan shop drawings and written installation instructions are expressly excluded from this Limited Warranty.
  - d. Owner must have notified (i) the Plant Manager at the Kingspan Plant Location identified on Exhibit A and (ii) the Installer identified on Exhibit A of any claim under this Limited Warranty in writing within 30 days of the date Owner discovers, or should have discovered, the issue giving rise to the claim. To be valid, all claims must identify (A) the Kingspan Order Number identified on Exhibit A, (B) the applicable Last Delivery Date identified on Exhibit A, and (C) date of installation of the Product and components, and be made within the Warranty Period. If Warrantor determines that an investigation of the claim is necessary, the claimant must allow free and full access to the building and property during regular business hours, including the right to take photographs and samples as determined by Warrantor. Owner agrees to reimburse Kingspan and Installer for all investigation costs incurred by Kingspan and Installer for claims made by Owner which are determined not to be valid hereunder.
6. If the Product is the subject of a valid warranty claim in accordance with this Limited Warranty, Warrantor will, at its sole option: (i) replace the defective panels or refund the purchase price paid to Kingspan for the defective panels; or (ii) repair the defective panels, provided however, that such repair obligation be limited to the cost of material and labor only. The Warranty Period for any repaired or replaced panels shall be limited to the unexpired warranty period for the originally supplied panels. Should the Product covered under this Limited Warranty be discontinued, Kingspan reserves the right to substitute a product of equal quality or price at its sole discretion. Owner hereby acknowledges and agrees that normal exposure to the elements may preclude a perfect color match between the original and replacement material. The remedy set forth in this Section 6 is the sole and exclusive remedy for any claim based on the Product's failure to meet this Limited Warranty.



7. IN NO EVENT WILL WARRANTOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID TO KINGSPAN FOR THE DEFECTIVE PRODUCT. WARRANTOR WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTOR WILL NOT BE LIABLE FOR DAMAGES TO THE STRUCTURE OF THE BUILDING, DAMAGES TO THE CONTENTS IN THE BUILDING, INCREMENTAL HEATING OR COOLING COSTS, OR DAMAGES TO ANY OTHER PROPERTY OR PERSONS.
8. The Weathertightness Eligibility Requirements attached hereto as Exhibit B are herein incorporated and made a part of this Limited Warranty, subject to execution by both Owner and Installer.
9. This Limited Warranty applies only to Projects in any state within the United States (including Washington D.C., but excluding Hawaii), and Projects in Canada.
10. This Limited Warranty is issued to the owner of the Project on which the Product is installed at the time of installation. This Limited Warranty may only be transferred to a subsequent owner of the Project, within original Warranty Period, upon prior written approval and acceptance by the Installer and Kingspan. All costs to process a request to transfer this Limited Warranty will be paid for by the party requesting the transfer. No such transfer will be deemed or construed to extend the Warranty Period.
11. Any failure of Warrantor to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.
12. The parties acknowledge that they have requested that this Limited Warranty and all documents relating hereto be drawn up in the English language, and the English language shall prevail. Les parties reconnaissent qu'elles ont exigés que les présentes conditions de ventes et tous documents qui y sont afférents soient rédigés en langue anglaise et le langue anglaise prédominera.
13. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.
14. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Florida, except for projects located in Canada which shall be governed by the laws of the Province of Ontario, in each case without regard to the laws of such jurisdiction relating to conflicts of laws.



15. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted.
16. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
17. This Limited Warranty is effective only once this document has been signed and dated by all parties listed below.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Warranty as of the dates listed below.

INSTALLER:  
Archway Roofing

By: \_\_\_\_\_  
Name:  
Title:  
Date:

OWNER:  
Lexington-Fayette Urban County Government

By: \_\_\_\_\_  
Name:  
Title:  
Date:

If signature is by Owner's agent say, "By duly Authorized Owner's Agent", under title above.

KINGSPAN:  
Kingspan Insulated Panels Inc.

By: \_\_\_\_\_  
Name:  
Title:  
Date:



EXHIBIT A

<b>Document Date:</b> February 5, 2026	<b>Project:</b> Police Roll Call
<b>Substantial Completion Date:</b> January 23, 2026	
<b>Owner:</b> Lexington-Fayette Urban County Government Address: 200 E Main St. City/Region: Lexington, KY 40507	Address: 1795 Old Frankfort Pike  City/Region: Lexington, KY 40504
<b>Installer:</b> Archway Roofing Address: 4809 Jennings Ln. City/Region: Louisville, KY 40218	<b>Customer:</b> Norrenbrock Co (KY) Address: 18010 Meeting House Rd. City/Region: Fisherville, KY 40023-8710

This Limited Weathertightness Warranty (“Limited Warranty”) shall apply to:

Item	Kingspan Order Number	Product	Vertical Walls* or Roofs**	Kingspan Plant Location	Last Delivery Date
1.	1000106891	Vale™ Wall Panel	Walls	Columbus	7/2/2025
2.	1000106917	BENCHMARK Designwall 2000	Walls	Columbus	6/2/2025
3.	1000106917	BENCHMARK Designwall 2000	Walls	Columbus	6/23/2025
4.	1000111789	BENCHMARK Designwall 2000	Walls	Columbus	8/18/2025
5.	1000114014	BENCHMARK Designwall 2000	Walls	Columbus	11/3/2025
6.	1000114953	BENCHMARK Designwall 2000	Walls	Columbus	12/3/2025

\* Panel systems applied as sloped walls are expressly excluded from this Limited Warranty unless previously approved in writing by Kingspan.

\*\* Panel systems applied as roofs must have a minimum slope of .25:12 to be included in this Limited Warranty.

**Deland Plant** | 726 Summerhill Drive | Deland | FL 32724 | US 386-626-6789  
**Modesto Plant** | 2000 Morgan Road | Modesto | CA 95358 | US 209-531-9091  
**Columbus Plant** | 720 Marion Road | Columbus | OH 43207 | US 614-444-0110  
**Langley Plant** | 5202-272<sup>nd</sup> Street | Langley | BC V4W 1S3 | CA 604-607-1101  
**Caledon Plant** | 12557 Coleraine Drive | ON L7E 3B5 | CA 905-951-5600  
[www.kingspanpanels.us](http://www.kingspanpanels.us)  
[www.kingspanpanels.ca](http://www.kingspanpanels.ca)



EXHIBIT B  
Weathertightness Eligibility Requirements

Weathertight warranties are provisionally offered (quoted) by Kingspan. Final offering is dependent on Kingspan approval of project specifications, Project drawings (specific to weathertightness), installer certification, and site inspection results.

Weathertightness Warranty, including duration, must be requested at time of initial quotation request by Kingspan customer. Weathertight warranty must be clearly defined in the project specifications, in order to be considered eligible for any Kingspan weathertight warranty. A copy of the project specifications must be submitted to Kingspan at time of quotation request. A valid order must be placed with Kingspan, order acknowledgement(s) to be signed and returned (as requested).

Kingspan Roof and Wall panel system, inclusive of all ancillaries supplied by Kingspan applicable to weathertight installation, are required to be installed by a Kingspan Trained and authorized Installer.

Project specific shop drawings, of the Kingspan Roof or Wall panel system applicable to the weathertightness warranty, are required to have been:

- contracted with/completed by Kingspan; or
- drawings by Kingspan's customer submitted to Kingspan and approved by Kingspan.

Customer produced shop drawings, for review:

- allow up to 2 weeks for review of each drawing submittal,
- the initial set (confirmation of scope) and final set (intended for production) of drawings are required to be submitted for Kingspan's review,
- it is the responsibility of the drawing's designer to incorporate all attributes of the Kingspan system despite any review process,
- submittal of a clean set is required (no redlines by others are to be visible),
- please refer to Kingspan standard details located on our website, for questions regarding our details please contact: KNA-KIP-Technical Services [technical.na@kingspanpanels.com](mailto:technical.na@kingspanpanels.com)
- must include and indicate fastener requirements with calculations and span by product and zone.
- redlines by Kingspan are to be implemented with drawings returned to Kingspan for final approval,
- drawing approval by Kingspan is required before customer cut-list submittal/product manufacture.

Shop Drawings by Kingspan, must be approved by Kingspan customer prior to panel manufacture.



**Installer Training/ Authorization:**

- training authorization of installing contractor is required prior to installation,
- installation must be supervised by an individual that has been authorized in writing (documented) by Kingspan,
- once Kingspan has approved the project drawings, allow 3+ weeks for training to be scheduled/to take place and start of installation date should be set at this time as well.

**Installation of Kingspan product:**

- is required to be in strict accordance with Kingspan technical documents in all respects.
- The final approved shop drawing set by Kingspan is required to be available on site and utilized.

**Inspections:**

- site “spot” inspections are required, and corrective measures must be made by the installer to Kingspan’s satisfaction, any condition not per plan would be an exclusion to Kingspan’s warranty and would be the installer’s responsibility to ensure for the duration of the warranty.
- Kingspan will conduct site “spot” inspections of the Roof/Wall system(s) either: prior, during, and after installation.

**Additional Requisites:**

Weathertight warranties are not available for: thru-fastened panel applications (including KingRib, K-Roc, Karrier-Brick, and KS Interior) Cold Storage, or interior applications.

Weathertight warranties apply only to exterior roofs/walls which are constructed solely with Kingspan manufactured or supplied products. Products supplied by others which interface with Kingspan products are excluded from the Kingspan weathertight warranty.

Customer shop drawing submittal for Kingspan review; applicable to Roof Panels, must clearly indicate:

- Roof Slopes
- Panel Lengths
- Elevations of high point and low point of roof above ground level
- Gutter/downspout locations and details
- Ridge cap, valley, and flashing lap details
- Purlin, clips, or Z spacing
- Fixing lines & point detail
- Detail cuts at roof transitions: eave, ridge, valley, hip, gable, etc.
- Details inclusive of all fasteners, sealants, and flashings are called out and identified, inclusive of fastener calculations and those requirements by product and zone. The designer of drawings is fully responsible for incorporating all attributes of the Kingspan system into their drawings despite any review.
- Ice/water shield layout (if required)



Customer shop drawing submittal for Kingspan review; applicable to Wall Panels, must clearly indicate:

- Plans, Elevations (including dimensions), Section Views
- Panel Types, Widths, and Lengths
- Connection detail to the primary building structure
- Girt spacing and/or vertical support spacing, inclusive of fastener calculations and those requirements by product and zone. The designer of drawings is fully responsible for incorporating all attributes of the Kingspan system into their drawings despite any review.
- Sizes/locations of penetrations
- Details inclusive of all fasteners, sealants, and flashings are called out and identified, terminations, corners, transitions, windows, etc.
- Deflection joint(s) located and identified if applicable.

Customer shop drawing submittal is to also include current copies of the project specifications, Architectural and Structural drawings.

Karrier Panel/Rail Systems;

- Are subject to all pre-conditions applicable for standard Walls,
- Installation inspections and approvals by Kingspan must be completed prior to the start of the facade system installation.

Panel systems slope requirements:

- Sloped wall application must be > (greater than) 60 degrees
- Single-run Roof, (continuous) slope, KingSeam must be  $\geq \frac{1}{4}":12$
- Roof slopes having lap joints, KingSeam must be  $\geq \frac{1}{2}":12$

Standing Seam Roof panels must be seamed with Kingspan approved Seamer (link below):

- [D.I. Roof Seamers Order Form \(seamerrental.com\)](https://www.seamerrental.com)

Customer shop drawings: if redlines required by Kingspan cannot be implemented, Kingspan reserves the right to withdraw the Weathertightness warranty offer.

Any shop drawing revisions, after receipt of the approved by Kingspan set, require resubmission and approval before continuing.



Weathertight Warranty document:

- The Building Legal Owner or Authorized Representative and the Installing Contractor are required to sign the Kingspan warranty document,
- Installing Contractor is solely responsible for: (a) all claims resulting from improper installation of the Product; (b) all claims relating to leaks, regardless of when such leaks first appear, caused by improper installation; and (c) all claims relating to leaks, regardless of cause, that manifest during the initial 24 months of the Warranty Period.
- The 24-Month Installer Warranty Period shall restart upon Installers receipt of proper written notice from Owner.
- Any condition left not per plan remains the installer's responsibility to assure for the duration of the warranty period.

Warranty documents are not issued until; all inspections are complete, corrective measures for a per plan condition have been implemented by the installer, and payment received (including without limitation payment of the full contract price for all work performed and materials furnished).



Dear Building Owner:

Attached to this letter is the Peak Advantage® Roofing Systems Guarantee for the new roof recently installed on your building. We believe your building is now protected by one of the finest commercial roofing systems available on the market today. We appreciate the opportunity to provide you with a level of protection unmatched in the industry.

There are some things you should be aware of before you file this document away in a safe place:

1. This is NOT a maintenance agreement or an insurance policy. Johns Manville liability is strictly governed by the terms of the guarantee. If you have any questions about this Guarantee, contact Johns Manville Owner Services at the appropriate number given below.
2. Johns Manville recommends you perform routine maintenance on the roofing system to keep the coverage of the guarantee intact. For your convenience, a list of maintenance items is printed on the back of the guarantee.

We hope that you never experience any difficulty with your roofing system. If you do have a problem, you should contact Johns Manville Owner Services at the appropriate numbers provided. Please have the guarantee on hand so that we may more efficiently handle your inquiry.

Sincerely,

Mandy Schweitzer  
Director, Owner Services and Marketing  
Johns Manville Roofing Systems  
(800) 922-5922, opt. 1  
[OwnerServices@jm.com](mailto:OwnerServices@jm.com)  
[www.jm.com](http://www.jm.com)



Peak Advantage Guarantee



Building Owner: Lexington Fayette Urban County Government, 200 East Main Sreet, Lexington, KY 40507

Guarantee Number: ANM128146267, Expiration Date: January 23, 2046, Job Name: police roll call, Date of Completion: January 23, 2026

Building Name: Lexington Police Department West Sector, 1795 Old Frankfort Pike, Lexington, KY 40504

Approved Roofing Contractor: ARCHWAY ROOFING & S/M SYSTEMS INC, 4809 JENNINGS LANE, LOUISVILLE, KY 40218-3003

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: 20 Year, \$ No Dollar Limit

Coverage: The components of the Roofing System covered by this Guarantee are: Total Squares: 61

Table with columns: Sec., Sqs., Roof Type, Membrane Spec., Insulation Type (Layer 1, Layer 2, Layer 3), Cover Board. Row 1: 1, 61, SBS, 2FID-CA, ENRGY 3, ENRGY 3, Wood Fiber

Table with columns: Accessories, Type, Product Name, Quantity. Rows include Expand-O-Flash (1, 2, 3) Style, Fascia Style, Copings Style, Drains (1) Style, Vents Style with quantities in lin. ft. or ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville\* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

## WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to the Maintenance Program page within this document.

## LIMITATIONS AND EXCLUSIONS

**This Guarantee is not a maintenance agreement or an insurance policy;** therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see Maintenance Program page of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (l) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ll) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, including but not limited to pavers, solar additions, vegetative assemblies, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection, repair and/or replacement. Furthermore, the JM Guarantee does not cover any leaks, changes in appearance, damage, or loss of performance in the roofing system resulting from the operation, presence or installation/removal of any overburden. With reasonable advance notice, Building Owner must allow free access to Roofing System for repair and/or inspection during regular business hours. Failure to provide timely access may result in Owner being held responsible for reasonable reimbursement of costs associated with delays or damages and may result in the Guarantee being rendered null and void.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

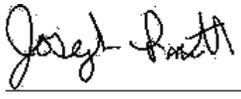
No one is authorized to change, alter, or modify the provision of this Guarantee other than the Regional Service Manager, or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM will transfer this Guarantee, in its sole and absolute discretion only after completing JM's transfer requirements including JM receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

\*JOHNS MANVILLE ("JM") is a Delaware corporation.



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By: Joseph Smith  
Title: President Roofing Systems

## Addendum(s)

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~ None ~

## Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM's Owner Services Group (see below) immediately upon discovery of the leak and in no event later than thirty (30) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Owner Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
  - (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
  - (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain these items on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

### When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged materials due to foot traffic or service work, loose clamps at penetrations, or poorly sealed materials at drains or penetrations pockets must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

### Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. It is recommended to keep a log of all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

### Owner Services Team

(800) 922-5922

E-mail: [OwnerServices@jm.com](mailto:OwnerServices@jm.com)

[www.jm.com/roofing](http://www.jm.com/roofing)



**ADDENDUM #2**

RFP Number: #4-2026

Date: March 2, 2026

Subject: Solar PV Installation at Police Sector West

Address inquiries to:  
Sondra Stone  
(859) 258-3320  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

See attached electrical drawing E-7. LFUCG will make its record drawings available for viewing, in person, on or after 3/4/2026 at 200 E Main St. Visitors should ask the security desk to contact General Services, Capital Project Management Group for assistance.

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: \_\_\_\_\_

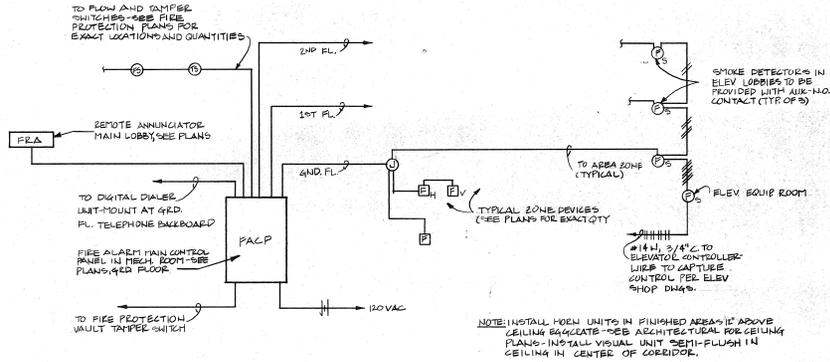
ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_



**FIRE ALARM ZONING SCHEDULES:**

GROUND FLOOR - AREA DEVICES - ZONE 1  
 FIRST FLOOR - AREA DEVICES - ZONE 2  
 SECOND FLOOR - AREA DEVICES - ZONE 3  
 FIRE FLOT FLOW SWITCHES - ZONE INDIVIDUALLY  
 FIRE PACT TAMPER SWITCHES - ZONE INDIVIDUALLY



**FIRE ALARM SYSTEM RISER DIAGRAM**  
 NO SCALE

**FIRE ALARM SYSTEM RISER DIAGRAM GENERAL NOTES:**

USE NO. 12 WIRES IN ALL CIRCUITS TO FIRE HORNS AND #14 WIRES IN ALL CIRCUITS TO ALARM STATIONS, UNLESS OTHERWISE LARGER SIZES ARE SPECIFIED FOR TOLERANCE DROP OF LESS THAN 3%.

RISER DIAGRAM FOR FIRE ALARM SYSTEM IS FOR BID PURPOSES ONLY. SYSTEM SHALL BE INSTALLED AND CONNECTED IN ACCORDANCE WITH WIRING DIAGRAMS OBTAINED FROM MANUFACTURER, THAT HAVE BEEN APPROVED BY THE STATE FIRE MARSHAL'S OFFICE.

AUTOMATIC FIRE ALARM DETECTORS SHALL BE LOCATED SO AS TO PREVENT SHIELDING BY DUCTWORK, EQUIPMENT AND PIPING OR CEILING SPACINGS BETWEEN DETECTORS SHALL BE IN ACCORD WITH MANUFACTURERS' RECOMMENDATIONS, IN ANY CASE.

END-OF-LINE-RESISTOR (IF REQUIRED BY MANUFACTURER) BOXES SHALL BE 4" SQUARE AND SHALL BE FISH-MOUNTED IN ALL FINISHED AREAS, WITH 302 STAINLESS STEEL LABELED PLATE.

ALL CONDUIT IN FIRE ALARM SYSTEM SHALL BE 3/4" SIZE EXCEPT AS OTHERWISE NOTED, OR REQUIRED TO SUIT CONDUCTORS.

FIRE ALARM STATIONS SHALL BE DOUBLE-ACTION TYPE, POSITIVE ACTING.

FIRE ALARM SIGNALING DEVICES SHALL BE SEMI-FLUSH TYPE AUDIBLES, MOUNTED ABOVE FIN. CEILING AT ESCAPE GRILLE, WITH FLASHING LAMP MOUNTED SEMI-FLUSH IN CENTER OF CORRIDOR CEILING. SURFACE-MOUNTED UNITS MAY BE USED IN UNFINISHED AREAS.

SUPERVISED VALVES SHALL BE CONNECTED TO TROUBLE CIRCUIT. WHEN VALVE IS CLOSED, TROUBLE SIGNAL SHALL SOUND AND ANNUNCIATOR SHALL LIGHT. CLOSED VALVE SHALL NOT SOUND THE FIRE HORNS.

TAMPER SWITCHES AND FLOW SWITCHES SHALL BE INSTALLED BY THE MECHANICAL CONTRACTOR AND CONNECTED TO FIRE ALARM SYSTEM BY ELECTRICAL CONTRACTOR.

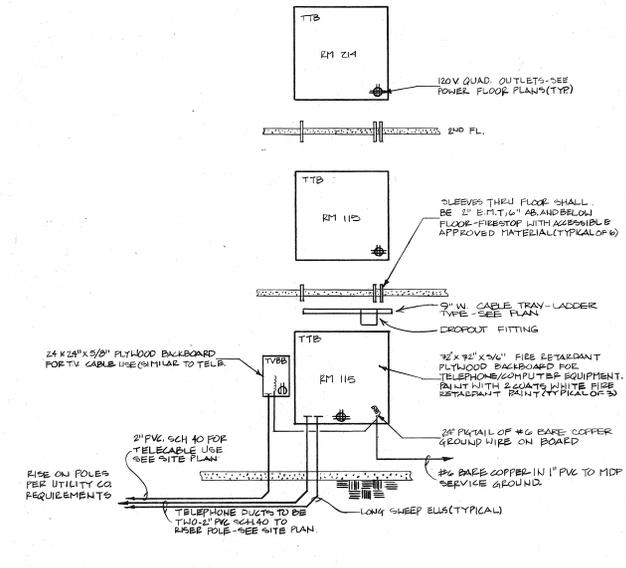
NO SMOKE DETECTORS SHALL BE LOCATED CLOSER THAN 36" TO SUPPLY, RETURN, OR EXHAUST AIR OPENINGS, NOR CLOSER THAN 12" TO WALL/CEILING INTERSECTIONS.

AVOID PLACEMENT OF HEAT DETECTORS CLOSE TO HEAT-PRODUCING EQUIPMENT WHERE WAKE-UP-ALERT WILL DEGRADE DETECTOR PERFORMANCE.

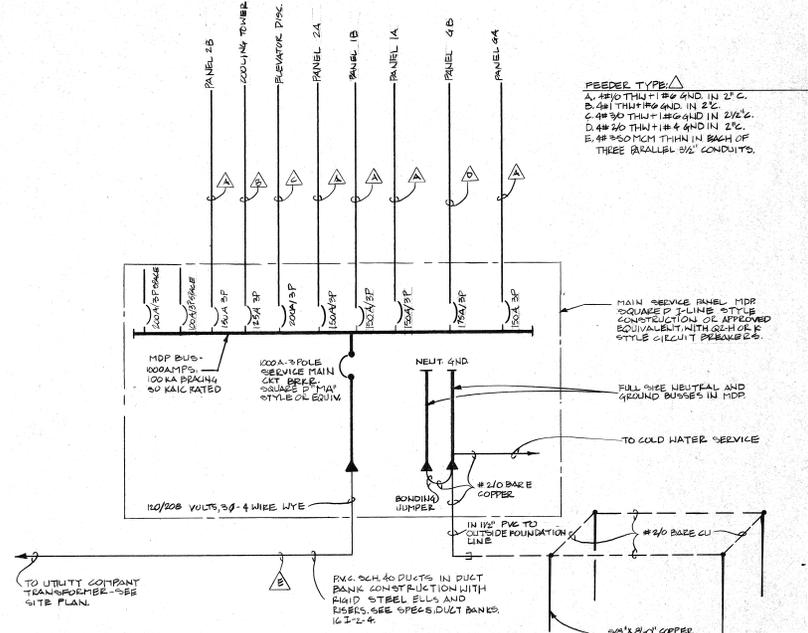
THE SENSITIVITY OF SMOKE DETECTORS SHALL BE ADJUSTED FOR THE SERVICE DIRT IN THE AREA INDICATED, TO SUIT BUILDING OPERATIONAL CONDITIONS.

**DISCONNECT SCHEDULE:**

HP-007	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-009	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-012	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-015	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-019	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-024	30A-3P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-030	30A-3P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-036	30A-3P, NEMA 1, 250V, FUSED AT 20 AMPS
HP-042	30A-3P, NEMA 1, 250V, FUSED AT 25 AMPS
HP-048	30A-3P, NEMA 1, 250V, FUSED AT 30 AMPS
HP-060	60A-3P, NEMA 1, 250V, FUSED AT 40 AMPS



**TELEPHONE / TELEVISION SYSTEM RISER DIAGRAM**  
 NO SCALE



**ELECTRICAL DISTRIBUTION ONE-LINE DIAGRAM**  
 NO SCALE

These record documents have been prepared primarily on the basis of the information compiled and furnished by others. The Engineer will not be responsible for any errors or omissions which have been incorporated into this document as result.



ROLL CALL CENTER for the  
 LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT  
 1779 FRANKFORT PIKE  
 LEXINGTON, KENTUCKY



**JRM**  
 JOHNSON ROMANOWITZ ARCHITECTS & PLANNERS  
 822 EAST VINE STREET  
 LEXINGTON, KY 40507  
 101 WALLACE LANE SUITE 105  
 COLUMBIA, KY 40302

DRAWN	JBT	PROJECT	9053/PERIOD
CHECKED	PLP	DATE	2-14-91
<b>ELECTRICAL</b>			
ONE LINE AND RISER DIAGRAMS			
<b>DRAWING E-7</b>			



Dear Building Owner:

Attached to this letter is the Peak Advantage® Roofing Systems Guarantee for the new roof recently installed on your building. We believe your building is now protected by one of the finest commercial roofing systems available on the market today. We appreciate the opportunity to provide you with a level of protection unmatched in the industry.

There are some things you should be aware of before you file this document away in a safe place:

1. This is NOT a maintenance agreement or an insurance policy. Johns Manville liability is strictly governed by the terms of the guarantee. If you have any questions about this Guarantee, contact Johns Manville Owner Services at the appropriate number given below.
2. Johns Manville recommends you perform routine maintenance on the roofing system to keep the coverage of the guarantee intact. For your convenience, a list of maintenance items is printed on the back of the guarantee.

We hope that you never experience any difficulty with your roofing system. If you do have a problem, you should contact Johns Manville Owner Services at the appropriate numbers provided. Please have the guarantee on hand so that we may more efficiently handle your inquiry.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mandy Schweitzer', with a stylized flourish at the end.

Mandy Schweitzer  
Director, Owner Services and Marketing  
Johns Manville Roofing Systems  
(800) 922-5922, opt. 1  
[OwnerServices@jm.com](mailto:OwnerServices@jm.com)  
[www.jm.com](http://www.jm.com)



Peak Advantage Guarantee



Building Owner:

Lexington Fayette Urban County Government
200 East Main Sreet
Lexington, KY 40507

Guarantee Number: ANM128146267

Expiration Date: January 23, 2046

Job Name: police roll call

Date of Completion: January 23, 2026

Building Name:

Lexington Police Department West Sector
1795 Old Frankfort Pike
Lexington, KY 40504

Approved Roofing Contractor:

ARCHWAY ROOFING & S/M SYSTEMS INC
4809 JENNINGS LANE
LOUISVILLE, KY 40218-3003

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: 20 Year

\$ No Dollar Limit

Coverage:

The components of the Roofing System covered by this Guarantee are:

Total Squares: 61

Table with columns: Sec., Sqs., Roof Type, Membrane Spec., Insulation Type (Layer 1, Layer 2, Layer 3), Cover Board. Row 1: 1, 61, SBS, 2FID-CA, ENRGY 3, ENRGY 3, Wood Fiber.

Table with columns: Accessories, Type, Product Name, Quantity. Rows include Expand-O-Flash (1, 2, 3) Style, Fascia Style, Copings Style, Drains (1) Style, Vents Style.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville\* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

## WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to the Maintenance Program page within this document.

## LIMITATIONS AND EXCLUSIONS

**This Guarantee is not a maintenance agreement or an insurance policy;** therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see Maintenance Program page of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (l) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ll) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, including but not limited to pavers, solar additions, vegetative assemblies, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection, repair and/or replacement. Furthermore, the JM Guarantee does not cover any leaks, changes in appearance, damage, or loss of performance in the roofing system resulting from the operation, presence or installation/removal of any overburden. With reasonable advance notice, Building Owner must allow free access to Roofing System for repair and/or inspection during regular business hours. Failure to provide timely access may result in Owner being held responsible for reasonable reimbursement of costs associated with delays or damages and may result in the Guarantee being rendered null and void.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

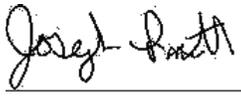
No one is authorized to change, alter, or modify the provision of this Guarantee other than the Regional Service Manager, or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM will transfer this Guarantee, in its sole and absolute discretion only after completing JM's transfer requirements including JM receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

\*JOHNS MANVILLE ("JM") is a Delaware corporation.



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By: Joseph Smith  
Title: President Roofing Systems

## Addendum(s)

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~ None ~

## Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM's Owner Services Group (see below) immediately upon discovery of the leak and in no event later than thirty (30) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Owner Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
  - (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
  - (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain these items on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

### When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged materials due to foot traffic or service work, loose clamps at penetrations, or poorly sealed materials at drains or penetrations pockets must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

### Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. It is recommended to keep a log of all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

**Owner Services Team**  
(800) 922-5922  
E-mail: [OwnerServices@jm.com](mailto:OwnerServices@jm.com)  
[www.jm.com/roofing](http://www.jm.com/roofing)



# GUARANTEE GUIDELINES

## Roofing Systems

717 17th St. Denver, CO 80202 (800) 922-5922

### Photovoltaic Overburden Additions on JM Guaranteed Roof System

Prior to installing any photovoltaic energy system on a JM guaranteed roof system and to ensure continued guarantee coverage, the required information and process under the Johns Manville Peak Advantage Guarantee ("Guarantee") is outlined below.

The Guarantee expressly requires that any alterations to the roof during the guarantee period must be approved by JM and performed by an approved JM contractor. Therefore, the Guarantee will be suspended during the installation of any photovoltaic ("PV") system. To reinstate the Guarantee coverage the building owner must provide the following information and abide by the process outlined herein:

Complete this form in its entirety and submit all required information to Johns Manville at [OwnerServices@jm.com](mailto:OwnerServices@jm.com)

Project Name: \_\_\_\_\_

JM Guarantee Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State / Zip: \_\_\_\_\_

JM Approved Roofing Contractor: \_\_\_\_\_

*Note: If roof system modifications are being performed within 24 months of the start date listed on the Guarantee, the original installing JM Approved roofing contractor listed on the guarantee is **recommended** to complete the roofing scope of work.*

Building Owner Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Photovoltaic Installer: \_\_\_\_\_

Photovoltaic Supplier/Manufacturer: \_\_\_\_\_

Name/Type of Photovoltaic System: \_\_\_\_\_

Photovoltaic System Type:  Ballasted  Mounted to Structure  Hybrid  Thin Film

Square Footage of Photovoltaic System: \_\_\_\_\_

Describe Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List any JM Materials Utilized: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# GUARANTEE GUIDELINES

## Roofing Systems

717 17th St. Denver, CO 80202 (800) 922-5922

### Additional Required Items to be Submitted with this Form:

*(Check each item that is completed and attached to this form)*

- Detailed Roof Plan Indicating Scope of Work and Location on Roof**  
- Roof plan is to indicate the full extent of the photovoltaic array over the roof's surface including maintenance paths and entry and exit points.
- Installation and/or Flashing Details (including data sheets for racking system and PV attachment)**  
- Details are to clearly define the photovoltaic mounting system including applicable roof membrane flashing details
- Photovoltaic Overburden Waiver Signed by Building Owner (included at the bottom of this Form)**  
- Failure to sign and submit the PV Photovoltaic overburden waiver will void the guarantee.

### Inspection and Fee Schedule:

**Applicable fees must be received by Johns Manville prior to scheduling an inspection.**

1. On an existing Johns Manville guaranteed roof system, a post-inspection is required after the photovoltaic installation has been completed. The review and inspection fee of this project will be \$0.02/ft<sup>2</sup> with a minimum charge of \$1000 per project.
2. On new construction or re-roof projects, with the PV installation being completed within 6 months of the guarantee start date, there will be no additional fees for the required post-inspection by Johns Manville. Installations past that date are subject to the terms in item 1 above. The final inspection on the roofing system must be completed and approved prior to installation of the PV array. The original JM Approved Contractor listed on the guarantee is **recommended** to complete the roofing integration scope of work. All other requirements outlined in this bulletin must still be followed.

***Once the photovoltaic installation has been completed, the roof modifications have been inspected and approved by a JM Technical Representative, all applicable fees have been paid to JM, and the Building Owner has signed and submitted the Photovoltaic Overburden Waiver, the guarantee will be placed back in Active status.***

***Please be advised that Johns Manville reserves the right to discontinue guarantee coverage if satisfactory information is not received or if the long-term performance of the roofing system has been compromised beyond reasonable repair.***

**Submitted By:**

Print Name	Date	Company Name

**Primary Contact Person for Project Access:**

Print Name	Phone	Email



# GUARANTEE GUIDELINES

## Roofing Systems

717 17th St. Denver, CO 80202 (800) 922-5922

### Johns Manville Peak Advantage Guarantee Photovoltaic Overburden Waiver

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

Project Name: \_\_\_\_\_

JM Guarantee #: \_\_\_\_\_

*This document must be signed and submitted to Johns Manville in order for the Guarantee to be put back in "Active" status.*

1. Upon receiving notice, the Undersigned agrees to remove and replace within a reasonable period of time the roof top photovoltaic system at the above-referenced project to the extent reasonably required, at their expense, in order to provide access to the roofing system for Johns Manville ("JM") and/or its designates to conduct a leak investigation and/or to make repairs to the roofing system. In addition, the Undersigned agrees to be responsible for all costs associated with this removal work - whether the resulting repair work is covered by the JM Guarantee or not and that JM is not responsible for any changes or alterations in either the appearance or the performance of the roofing system as a result of this removal work.
2. The Undersigned further agrees that all electricity connected with the solar system will be rendered inoperable, at their expense, prior to any investigation or repair of a leak and shall remain so until all such investigation and/or repair work is fully completed. The Undersigned understands that JM is not responsible for any loss (loss of income, building use, etc.) or damages (consequential, direct or indirect) which may result from rendering the photovoltaic system inoperable.
3. The Undersigned agrees to have the roof system repaired by any JM Peak Advantage Contractor or pay JM, for any and all repair, removal or replacement costs necessary to return the roofing system to a watertight condition should any damage occur during the installation, removal, or replacement of the photovoltaic System.
4. The Undersigned understands and agrees that the JM Guarantee does not cover any leaks, changes in appearance, damage, or loss of performance in the roofing system resulting from the installation, operation, or the presence of a photovoltaic system on the roofing system. The Undersigned further understands and agrees that JM is not responsible for any claims related to the JM Guarantee that are attributable, either in whole or in part to the installation, the operation, and/or presence of a photovoltaic system.
5. **WHEN A PHOTO VOLTAIC (PV) SYSTEM IS INSTALLED, IT IS IMPORTANT TO UNDERSTAND THAT THE PV SYSTEM'S DESIGN, INSTALLATION, PERFORMANCE, AND ANY RESULTANT IMPACT TO THE BUILDING/ROOFING SYSTEM IS NOT COVERED BY THE JOHNS MANVILLE GUARANTEE. JOHNS MANVILLE'S INSPECTION/REVIEW OF THE PV SYSTEM IS FOR THE SOLE BENEFIT OF JOHNS MANVILLE TO ASSIST IT IN DETERMINING WHETHER IT WILL ISSUE/CONTINUE THE JOHNS MANVILLE GUARANTEE. SUCH INSPECTION/ REVIEW AND ANY RESULTANT RECOMMENDATIONS ARE NOT TO BE USED OR RELIED UPON BY ANYONE AS A SUBSTITUTE FOR PROFESSIONAL ENGINEERING DESIGN AND DOCUMENTATION REQUIRED BY THE BUILDING CODE, CONTRACT OR APPLICABLE LAW. JOHNS MANVILLE'S INSPECTION/ACCEPTANCE OF A PARTICULAR PV SYSTEM DOES NOT CONSTITUTE ANY REPRESENTATION, ENDORSEMENT OR ASSUMPTION BY JOHNS MANVILLE OF ANY DUTY OR LIABILITY FOR THE ADEQUACY OF THE DESIGN/ INSTALLATION OF THE PV SYSTEM OR ANY OTHER MATERIAL NOT SUPPLIED BY JOHNS MANVILLE. SPECIFICALLY, JOHNS MANVILLE DISCLAIMS ANY LIABILITY FOR THE PV SYSTEM'S DESIGN, INSTALLATION, WIND UPLIFT PERFORMANCE, DEAD LOAD ON THE STRUCTURE, OR ANY IMPACT TO THE PERFORMANCE OF THE BUILDING'S ROOF, MECHANICAL, ELECTRICAL, OR PLUMBING SYSTEMS.**
6. The Undersigned acknowledges and understands JM's Roof System [Photovoltaic Installation and Reference Guide](#).

Printed Name: \_\_\_\_\_

Building Owner or Building Owner's Authorized Agent Title: \_\_\_\_\_

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



**SOLAR ENERGY**  
Solutions

# Proposal

For: RFP #4-2026 Solar PV Installation at Police Sector West  
**Design Build: Solar PV System**  
1795 Old Frankfort Pike, Lexington, KY 40504



Solar Energy Solutions (SES) is one of the region's largest and most experienced solar design, engineering, and construction firms, serving Indiana, Kentucky, Ohio, Virginia, and surrounding states. Founded in Kentucky in 2006, Solar Energy Solutions has more than 3,000 active photovoltaic and battery storage projects in the residential, commercial and utility sectors.

Presented by:  
**Nick Bowman**  
Estimating Manager  
(859) 618-4849  
NickB@sesre.com  
[www.sesre.com](http://www.sesre.com)



## A. INDEX

### **This proposal includes the following sections:**

- 1) Question Responses and attachments per RFP Scope of Work
  - 1.1) Company profile and project experience (pg. 3)
  - 1.2) Commercial Project References in LG&E-KU Service Area (pg. 4)
  - 1.3) Project Team (pg. 7)
  - 1.4) Technical Approach (pg. 9)
    - i. PV module specifications (pg. 10)
    - ii. Inverter specifications (pg. 12)
    - iii. Optimizer specifications (pg. 14)
    - iv. Racking specifications (pg. 17)
    - v. Load analysis (pg. 29)
    - vi. Line diagram (pg. 58)
    - vii. Software modeling report (pg. 59)
  
- 2.) Misc. Relevant Documents
  - 2.1) Clarifications and Design Considerations (pg. 63)
  - 2.2) Certificate of Insurance (pg. 64)
  - 2.3) Affirmative Action Policy (pg. 65)
  
- 3) Full RFP document with signatures, price proposal, and 2 addenda (pg. 75)

## 1.1 QUESTION RESPONSES

### Company Profile

- **Company name:** Solar Energy Solutions
- **Company address:** 1038 Brentwood Ct. B, Lexington, KY 40511
- **Year established:** 2006
- **Number full-time employees:** 56
- **Elaborate on company's focus on solar with respect to other services and company's impact and presence in Lexington:** Solar Energy Solutions is wholly focused on the engineering, procurement, and construction of solar PV systems for residential, commercial, and utility customers. SES also performs work related to EV charges and battery systems to accompany our solar arrays, and is increasingly offering O&M services to existing customers. SES was founded in Lexington in 2006. In the last 20 years of doing business, we have installed nearly 3,000 PV systems, the majority of which are located in Kentucky.

### Project Experience:

- **Specific to solar PV systems installed by the company in calendar year 2024, What was the total number of systems installed?** 257
- **What was the total installed capacity in KW?** ~9,300 kW-DC
- **Describe your experience with project permitting and interconnection experience with LGE-KU:** SES has extensive experience permitting with LG&E-KU and rarely has issues with interconnection in LG&E-KU service areas.
- **Attach two (2) references of applicable projects within LGE-KU service territory including a brief description of the PV system installed.** See next 3 pages

## 1.2 COMMERCIAL PROJECTS REFERENCES

SES is proud of its previous work with LFUCG

### Fire Station #21

Completed in 2022; 21.78 kW-DC of Canadian Solar modules

### Fire Station #9

Completed in 2023; 10.6 kW-DC of Trina Solar modules

### Parks and Maintenance Building

Completed in 2024; 24.6 kW-DC of NE Solar modules

Projects outside of LFUCG include:

### Sekisui

Randy Hardwick

Director of EHS & Kaizen

1200 Rolling Hills Lane

Winchester, KY 40391

Email: randyh@sekisui-corp.com

Tel: 859-338-7500

### Brookfield Properties

Kendall Merrick

General Property Manager

Oxmoor Mall

7900 Shelbyville Road

Louisville, KY 40222

kendall.merrick@brookfieldpropertiesretail.com

Tel: 502-410-4238

Project Name/Location	Client Name/Contact Info	Capacity (kW DC)	Operational Date	Cash or PPA?	Installed Cost
Oxmore Mall/Mall of St. Matthews	kendall Merrick - General Property Manager - kendall.merrick@brookfieldpropertiesretail.com Tel: 502-410-4238	1280	2018	Cash	\$755,280
Sekisui	Randy Hardwick - Director of EHS & Kaisei - randyh@sekisui-corp.com - 859-338-7500	814	2018	Cash	\$1,292,165



## Sekisui Manufacturing Commercial Sector | Winchester, KY

### Project Details:

- **Location** - Winchester, KY
- **Completed** - 2018
- **Modules** - LG 400W Panels
- **Size** - 814 kW

### Reference

Randy Hardwick  
Director of EHS & Kaizen  
1200 Rolling Hills Lane  
Winchester, KY 40391  
Email: randyh@sekisui-  
corp.com  
Tel: 859-338-7500

### Project Description:

Sekisui S-Lec a leading manufacturer of interlayer film for glass in the buildings and auto industry was motivated to install solar by corporate global CO2 reduction targets and incentive campaigns. With limited roof and ground space available SES turned to ultra high efficiency LG 400W panels to give maximum energy production yields and low slope roof racking to maximize power density. The system stands in the Top 5 ranking of private Kentucky solar farms.

Sekisui's system is expected to offset 39,888,728 lbs of CO2 over the panels' 25 year lifespan. Page 5





## 1.28 MW Oxmoor Mall & Mall of St. Matthews Commercial Sector | Louisville, KY

### Project Details:

- **Location** - Louisville, KY
- **Completed** - 2018
- **Modules** - Hanwha Panels
- **Size** - 1.28 MW

### Reference

#### **Brookfield Properties**

Kendall Merrick

General Property Manager

Oxmoor Mall

7900 Shelbyville Road, Louisville, KY 40222

[kendall.merrick@brookfieldpropertiesretail.com](mailto:kendall.merrick@brookfieldpropertiesretail.com)

Tel: 502-410-4238

### Project Description:

Oxmoor Mall and the Mall of St. Matthews installed a combined 1.28 MW of solar PV to offset lighting, heating, and HVAC costs.

Not just driven by financial concerns, the property owner continues to follow-through on a national commitment to transition its over 127 Malls to cleaner and more energy-efficient energy sourcing.



## 1.3 PROJECT TEAM

**Provide work experience and relevant professional certifications (electrical license, P.E., NABCEP, etc.) for: (1) Person responsible for the system design; (2) Person to oversee installation.**

Our staff is highly trained and specialized in the engineering and installation of photovoltaic and battery storage systems. Our focus on expertise and education is reflected in our staff carrying relevant licenses and certifications, including PE licenses, electrical licenses, solar-specific NABCEP certifications, and more. Our commitment extends to creating our solar electrical apprenticeship program, which has been approved by Kentucky, Indiana, Ohio, and Virginia.

Solar Energy Solutions is proud to employ the highest-quality team in our region. We continually strive to improve our skill set and knowledge base. Our certifications and partnerships include:

- 7 NABCEP Certified PV Installers
- 1 NABCEP Certified PV Designer
- 5 Master Electricians
- 1 Certified Professional Engineer
- SEIA Member nationwide and locally
- Tesla Energy Premier Partners
- Solar Edge Certified Partners
- Amicus Member
- SPAN Certified Partner



SES take pride in being an employee-owned company (ESOP), and an active member of Amicus, SEIA, and numerous local and regional energy organizations.



## 1.3 PROJECT TEAM (CONT.)



### **Daniel Young, VP Engineering**

Daniel holds a bachelor's degree in mechanical engineering and an associate degree in renewable energy systems. He has been designing and installing solar energy systems since 2006 and has held NABCEP certification since 2008. He was previously in the role of Senior System Designer at another solar installation company and held that role for 7 years before joining SES. Daniel has had experience designing and installing solar energy systems ranging from small off-grid cabins, up to multi-megawatt utility generation plants.



### **Patrick Little, Commercial Project Manager**

Mr. Little brings over 12 years of hands-on experience in the construction industry, specializing as an electrician and controls expert. For the past 6 years, he has successfully led Industrial and Commercial projects as a Project Manager, demonstrating strong leadership and technical acumen across diverse sectors.

His portfolio includes work on hospitals, educational institutions, industrial facilities, and both public and private office buildings. Notable recent projects under his management include the installation of the BNGC Carport, the Wendell H. Ford Carport, and the Frankfort Plant Board's 1.3 MW ground-mounted solar array.

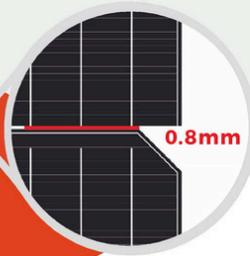
### **If sub-contractors will be used, describe the work to be performed and quantify as a percentage of project cost:**

SES does not anticipate subcontracting at this time. In the interest of ensuring a competitive quote and adhering to the stipulated timeline, SES must avoid involving other firms. If MWDBE participation is required for this project, SES will arrange a scope of work to be performed by others for an additional administrative fee.

## 1.4 TECHNICAL APPROACH

**Include as attachments the following items:**

- **PV module specifications**
- **Inverter specifications**
- **Optimizer specifications**
- **Racking specifications**
- **For ballasted systems, load analysis documenting the geometry of the system relative to the roof and the weight of individual components. The analysis must specify the design criteria (e.g. snow, wind, seismic) used to determine the distributed load of the system**
- **Line diagram for dc/ac wiring showing component path from modules to point of interconnection**
- **Software modeling report quantifying expected monthly output (kWh) and monthly peak generation (kW)**



**12**  
YEAR  
QUALITY ASSURANCE

**30**  
YEAR  
POWER OUTPUT GUARANTEE

**Micro Gap** - Cell gap reduced to 0.8mm

## VSUN610N-144BMH-DG

VSUN610N-144BMH-DG

VSUN605N-144BMH-DG

VSUN600N-144BMH-DG

VSUN595N-144BMH-DG

VSUN590N-144BMH-DG

VSUN585N-144BMH-DG

**610W**

Highest power output

**23.61%**

Module efficiency

**1.0%**

First-year degradation warranty

**0.40%**

Annual degradation over 30 years

### KEY FEATURES

**TOPcon** TOPcon technology



Higher output power



MBB technology with Circular Ribbon



Positive tolerance offer



Bifacial cells, converting more sunlight into electricity



Better shading tolerance



Better temperature coefficient



Excellent PID Resistance



Lower LCOE



UL 61730 & CSA 61730  
IEC 61215 & IEC 61730

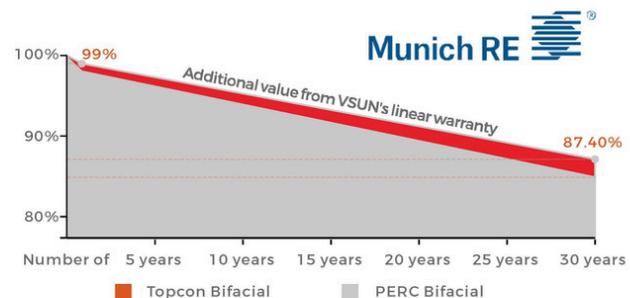
### ABOUT VSUN

Invested by Fuji Solar, VSUN SOLAR is a solar solution provider with headquartered in Tokyo, Japan that offers reliability, high efficiency solar products and technology globally. VSUN is rated as BNEF Tier 1 PV module manufacturer, PVEL Lab "Best performer" and EcoVadis "Bronze Award".

### PRODUCT CERTIFICATION



### WARRANTY



## Electrical Characteristics at Standard Test Conditions(STC)

Module Type	VSUN610N-144BMH-DG	VSUN605N-144BMH-DG	VSUN600N-144BMH-DG	VSUN595N-144BMH-DG	VSUN590N-144BMH-DG	VSUN585N-144BMH-DG
Maximum Power - Pmax (W)	610	605	600	595	590	585
Open Circuit Voltage - Voc (V)	53.34	53.12	52.9	52.69	52.48	52.25
Short Circuit Current - Isc (A)	14.13	14.08	14.03	13.98	13.93	13.88
Maximum Power Voltage - Vmpp (V)	45.32	45.12	44.92	44.71	44.5	44.29
Maximum Power Current - Impp (A)	13.46	13.41	13.36	13.31	13.26	13.21
Module Efficiency	23.61%	23.42%	23.23%	23.03%	22.84%	22.65%

Standard Test Conditions (STC): irradiance 1,000 W/m<sup>2</sup>; AM 1.5; module temperature 25°C. Pmax Sorting: 0~5W. Measuring Tolerance: ±3%.

Remark: Electrical data do not refer to a single module and they are not part of the offer. They only serve for comparison among different module types.

## Electrical Characteristics with different rear side power gain(reference to 605 front)

Pmax (W)	Voc (V)	Isc (A)	Vmpp (V)	Impp (A)	Pmax gain
635	53.12	14.78	45.12	14.08	5%
666	53.12	15.49	45.12	14.75	10%
726	53.20	16.90	45.04	16.09	20%
756	53.20	17.60	45.04	16.76	25%

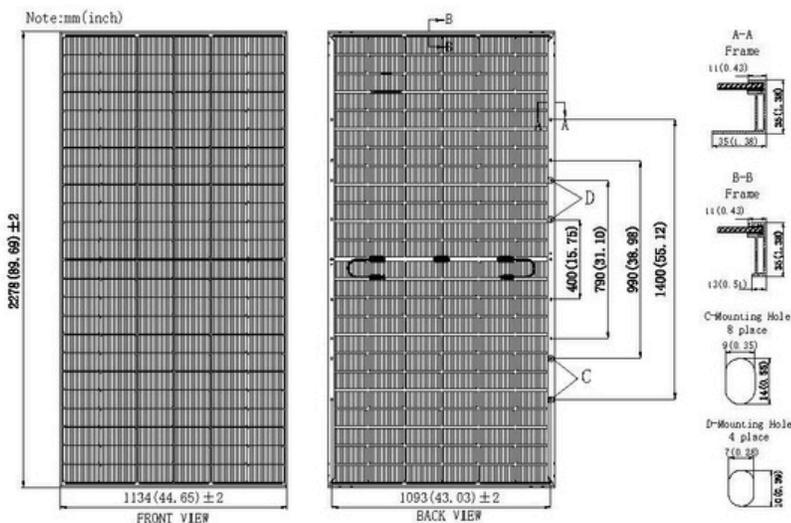
## Material Characteristics

Dimensions	2278×1134×35mm (L×W×H) 89.69×44.65×1.38 inches (L×W×H)
Weight	32.7kg / 72.09lbs
Frame	Silver anodized aluminum profile
Front Glass	AR-coating Semi-toughened glass, 2.0mm
Back Glass	Glazed & Semi-toughened glass, 2.0mm
Cells	12×12 pcs mono solar cells series strings
Junction Box	IP68, 3 diodes
Cable	Portrait: 500 mm (cable length can be customized) , 1×4 mm <sup>2</sup> or 12AWG

## Packaging

Dimensions(L×W×H)	2310×1125×1253mm / 90.94×44.29×49.33inches
Quantity per pallet	31 pcs
Container 20'	155
Container 40'	310
Container 40'HC	620 or 558 for US

## Dimensions



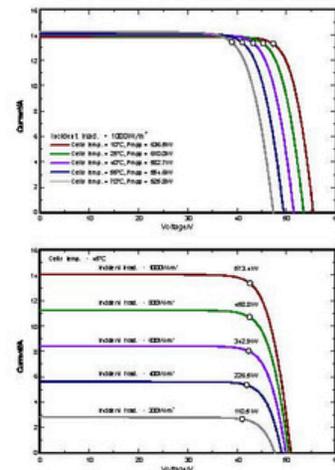
## System Design

Maximum System Voltage [V]	1500
Series Fuse Rating [A]	30
Bifaciality	80% ± 10%
Fire Rating	Class C for IEC and TYPE 29 for US
Protection Class	Class II
Temperature Range	-40 °C to + 85 °C
Maximum Surface Load	+5400/-2400 Pa + 113/-50 psf
Application class	class A
Withstanding Hail	Maximum diameter of 25 mm with impact speed of 23 m/s

## Temperature Characteristics

NOCT	45°C(±2°C)
Voltage Temperature Coefficient	-0.26%/°C
Current Temperature Coefficient	+0.046%/°C
Power Temperature Coefficient	-0.30%/°C

## IV-Curves



Excellent performance under weak light condition.

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

SE10KUS / SE17.3KUS



INVERTERS

## 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 – 2023, 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
- UL 1741 SA and SB certified, for CPUC Rule 21 grid compliance

# Three Phase Inverters for the 120/208V Grid

## For North America

### SE10KUS / SE17.3KUS

Model Number	SE10KUS	SE17.3KUS	
Applicable to inverters with part number	SEXXX-USX2IXXXX		
<b>OUTPUT</b>			
Rated AC Power Output	1000	1730	W
Maximum Apparent AC Output Power	0	0	VA
AC Output Line Connections	1000	3W + PE, 4W + PE	1730
AC Output Voltage Minimum-Nominal-Maximum(2) (L-N)	0	105 – 120 – 132.5	Vac
AC Output Voltage Minimum-Nominal-Maximum(2) (L-L)		183 – 208 – 229	Vac
AC Frequency Minimum-Nominal-Maximum(2)		59.3 – 60 – 60.5	Hz
Continuous Output Current (per Phase)			Aac
GFDI Threshold	27.8	48.25	
Utility Monitoring, Islanding Protection, Country Configurable Set Points		1	A
THD		Yes	
Power Factor Range		≤ 3	%
		+/- 0.85 to 1	
<b>INPUT</b>			
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
<b>ADDITIONAL FEATURES</b>			
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	NEC 2014 – 2023, built-in		
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		
<b>DC SAFETY SWITCH</b>			
DC Disconnect	Integrated		
<b>STANDARD COMPLIANCE</b>			
Safety	UL 1741, UL 1741 SA, UL 1741 SB, UL 1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07		
Grid Connection Standards	IEEE 1547-2018, Rule 21, Rule 14 (HI)		
Emissions	FCC Part 15 Class A		
<b>INSTALLATION SPECIFICATIONS</b>			
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		
Weight with Safety Switch	78.2 / 35.5		
Cooling	Fans (user replaceable)		
Noise	< 62		
Operating Temperature Range	-40 to +140 / -40 to +60(4)		
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 derating information refer to the Temperature Derating technical note for North America.

# Commercial Power Optimizer

## USA Domestic Content Eligible

C651U

POWER OPTIMIZER



## SolarEdge's USA-manufactured offering for C&I projects, for power optimization at the module level

- **Eligible for Domestic Content\***
  - SolarEdge USA-manufactured power optimizers, when paired with certain SolarEdge USA-manufactured inverters, are intended to be eligible for the enhanced federal income tax credit for domestic content
- **Higher Energy Yields**
  - Generates maximum power from each PV module
  - High efficiency (99.5%)
  - Supports high power and bifacial PV modules, including G12 modules
- **Enhanced Monitoring and Visibility**
  - Maximum system visibility up to the individual module level
  - Pinpointed fault detection and remote troubleshooting
- **Maximum Protection with Built-in Safety**
  - Designed to automatically reduce high DC voltage to touch-safe levels, upon grid/inverter shutdown, with SafeDC™
  - Includes SolarEdge Sense Connect, designed to prevent arcs by monitoring Power Optimizer connectors for overheating
  - Certified to Photovoltaic Rapid Shutdown, according to NEC 2014 – 2023

\* For more information, refer to the last page of this document

# / Power Optimizer

## USADomesticContent Eligible for North America

### C651U

Power Optimizer Model	C651U	
<b>INPUT</b>		
RatedInputDCPower <sup>(1)</sup> Absolute Maximum Input Voltage (Voc)	650	W
MPPT Operating Range Maximum Short Circuit Current (Isc)	80	Vdc
of Connected PV Module(2) Maximum Adjusted Short Circuit Current	12.5 – 80	Vdc
Current (with Safety Factor)(3) Maximum Efficiency Weighted Efficiency	20	Adc
	25	Adc
	99.5	%
	98.8	%
Overvoltage Category	II	
<b>OUTPUT DURING OPERATION</b>		
Maximum Output Power	650	Wdc
Maximum Output Current	24	Adc
Maximum Output Voltage	60	Vdc
<b>SAFETY FEATURES</b>		
SafeDC™	Yes	
Safety Output Voltage per Power Optimizer	0.5 ± 0.075	Vdc
Sense Connect	Yes	
Photovoltaic Rapid Shutdown System	Yes, NEC 2014 – 2023	
<b>STANDARD COMPLIANCE</b>		
EMC	FCC Part 15; IEC 61000-6-2; IEC 61000-6-3	
Safety	IEC62109-1 (class II safety); UL 1741; UL 3741; CSA C22.2#107.1	
Material	UL94 V-0, UV Resistant	
RoHS	Yes	
Fire Safety	VDE-AR-E 2100-712:2013-05	
<b>INSTALLATION SPECIFICATIONS</b>		
Compatible SolarEdge Inverters <sup>(4)</sup>	Commercial Three Phase Inverters with one of the following part number structures: xSE-SIN-USxxIxxxx SE-DBL-USxxIxxxx SE-TRI-USxxIxxxx	
Maximum Allowed System Voltage	1000	Vdc
Dimensions (W x L x H)	128 x 155 x 52 / 5.03 x 6.10 x 2.05	mm / in
Weight Input Connector Input	1080 / 2.38	gr / lb
Wire Length Output Connector	MC4(5)	
Output Wire Length Operating Temperature Range(7) Protection	(+) 1.4, (-) 1.4 / (+) 4.59, (-) 4.59(6)	m/ft
Rating Relative Humidity	MC4 (+) 3.0 (-) 0.10 / (+) 9.84, (-) 0.32 -40 to +85 / -40 to +185	m/ft °C / °F
	IP68 / NEMA6P	
	0 – 100	%

- (1) Modules with a front side maximum power of up to 715W at STC are allowed. Up to +5% power tolerance is allowed.
- (2) When using bifacial modules, consider only the front side Isc at STC (0% back side gain). For details, see here.
- (3) Adjusted for ambient temperature, irradiance, bifacial gain, safety factor, and so on, in accordance with NEC and CSA.
- (4) For detailed inverter compatibility information, see here.
- (5) For other connector types please contact SolarEdge.
- (6) The Sense Connect feature is only enabled on the output wire connectors. For details, see here.
- (7) For ambient temperatures above +65°C / +149°F, power derating is applied. For details, see here.

# / Power Optimizer

## USADomesticContent Eligible for North America

### C651U

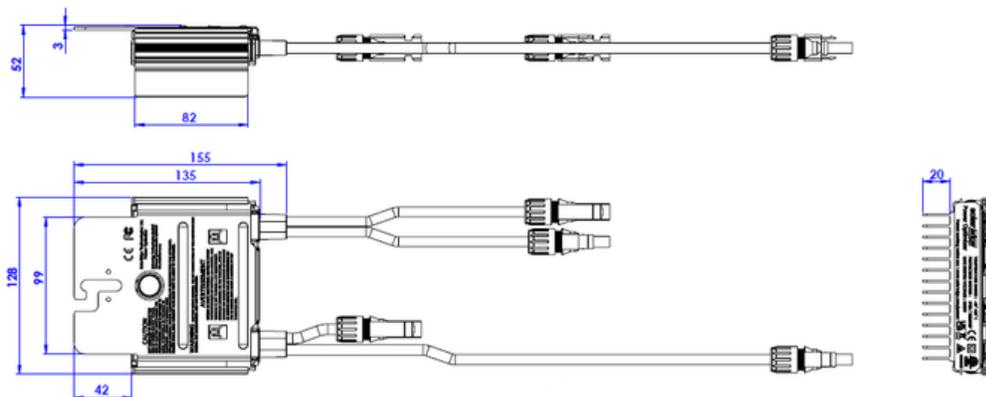
PV System Design Using a SolarEdge Inverter(8)		208V Grid	208V Grid	277/480V Grid	277/480V Grid		
		SE10K	SE17.3K*	SE30K, SE33.3K*	SE40K*		
Compatible Power Optimizers		C651U					
Minimum String Length	Power Optimizers	13	13	18	18		
	PV Modules	13	13	18	18		
Maximum String Length	Power Optimizers	57	57	57	57		
	PV Modules	57	57	57	57		
Maximum Continuous Power per String		10,000	9600	20,400	20,400	W	
Maximum Allowed Connected Power per String(9)		1 string or more – 15,000	1 string – 11,400	1 string – 22,650	1 string – 22,650	W	
			2 strings or more – 15,600	2 strings or more – 30,400	2 strings or more – 30,400		
Parallel Strings of Different Lengths or Orientations		Yes					
Maximum Difference in Number of Power Optimizers Allowed Between the Shortest and Longest String Connected to the Same Inverter Unit		5 Power Optimizers					

\*The same rules apply for Synergy units of equivalent power ratings, that are part of the modular Synergy Technology inverter.

(8) C651U cannot be mixed with any other Power Optimizer models in the same string.

(9) To connect more STC power per string, design your project using SolarEdge Designer.

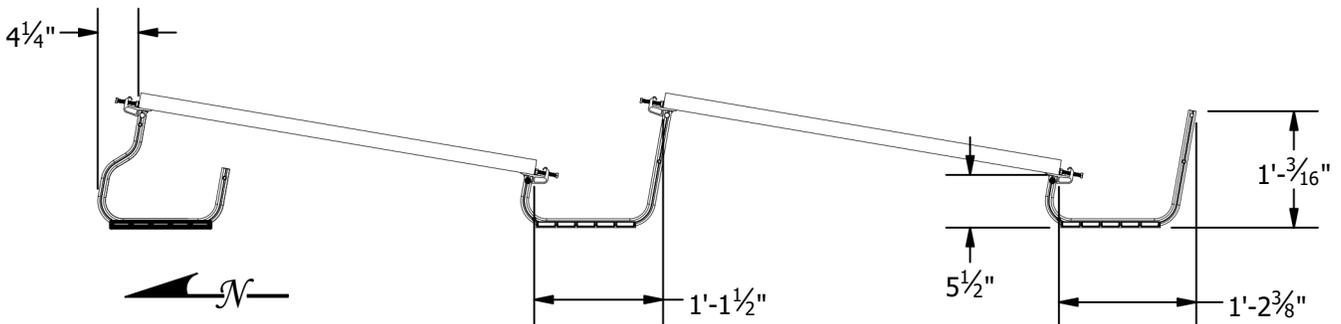
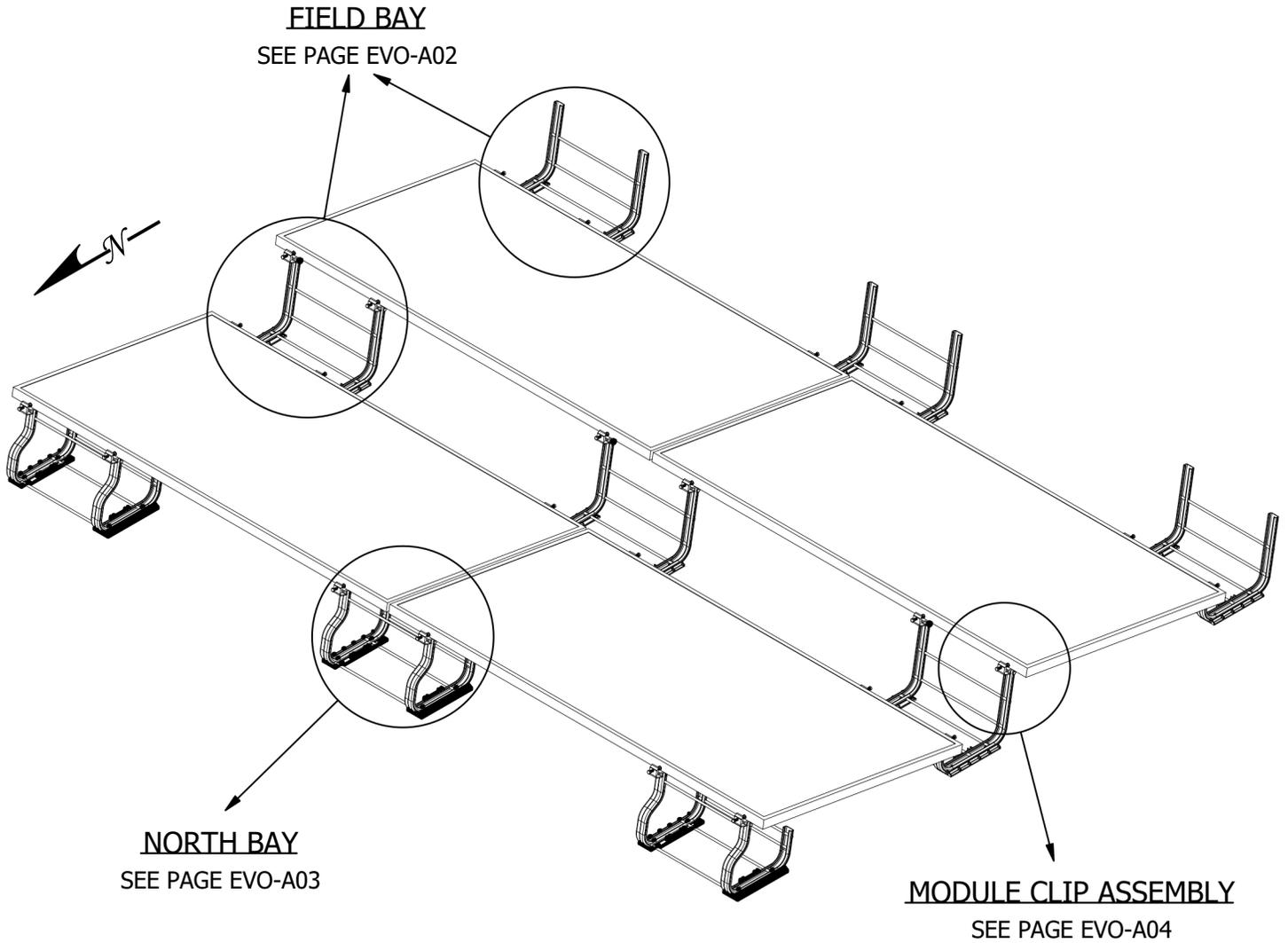
### C651U Mechanical Drawing



#### Eligibility for Domestic Content

As it relates to the domestic content rules, the U.S. Department of Treasury and the IRS have not yet issued proposed or final regulations. Rather, the IRS has issued three notices - Notice 2023-38, Notice 2024-41 and Notice 2025-08. These notices provide guidance regarding the domestic content rules. SolarEdge products referenced herein are manufactured with the intent to be eligible for inclusion under the elective safe harbor table in calculating the Domestic Cost Percentage under the "Rooftop (MLPE)" category (under IRS Notices 2024-41 and 2025-08, depending on the PN used – see chart below). Eligibility is subject to the installation of qualified USA-Manufactured inverters and Power Optimizers (C651U) in the same project. SolarEdge does not provide tax and/or legal advice. You should consult with your own legal and/or tax advisor(s) regarding the eligibility of your project for the ITC or PTC, including the 10% Domestic Content bonus, to determine how the applicable rules apply to your project. The forward-looking statements in this document are accurate as of the date herein and are subject to change. For more information, please contact your local SolarEdge sales representative.

PN	Domestically produced MPCs per notice 2024-41*	Domestically produced MPCs per notice 2025-08*
USE-SIN-USR0IBNS6, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN6, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (35.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USE-SIN-USR0IBNS8, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)
USESUK-USR0INNN8, when paired with C651U	Printed Circuit Board Assemblies, Electrical Parts, Enclosure (17.6%)	Printed Circuit Board Assemblies (DC-DC) and (AC-AC), Enclosure, Production (24.8%)



**PROFILE VIEW**

**NOTES:**

1. ARRAY DIMENSIONS WILL VARY BASED ON  
MODULE WIDTH, LENGTH AND RETURN FLANGE.



1411 BROADWAY BLVD  
ALBUQUERQUE, NM 87102  
PHONE: 505.242.6411  
WWW.UNIRAC.COM

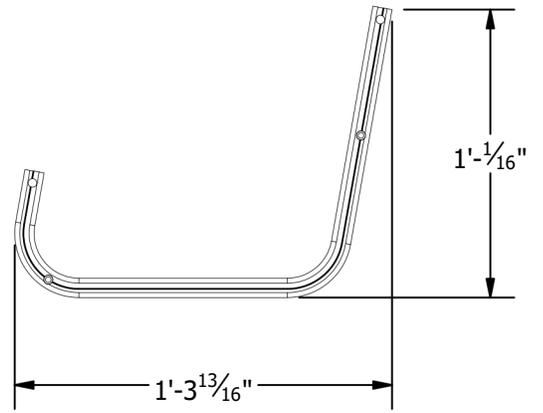
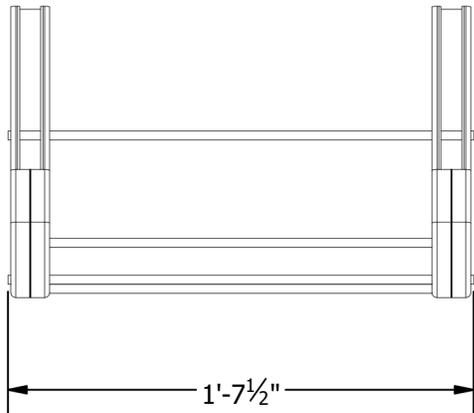
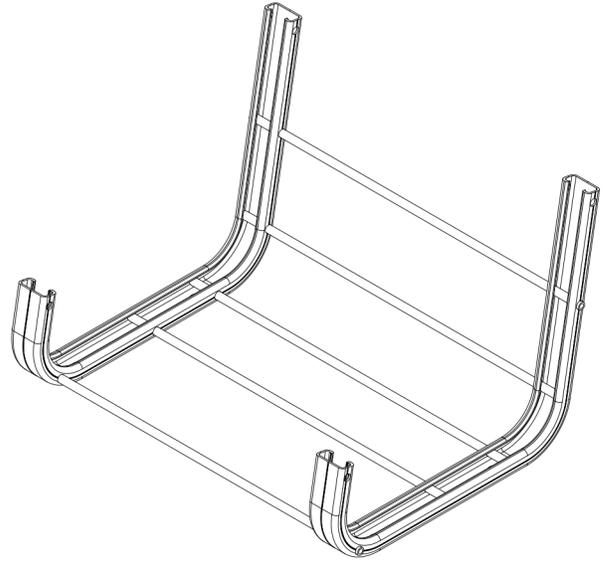
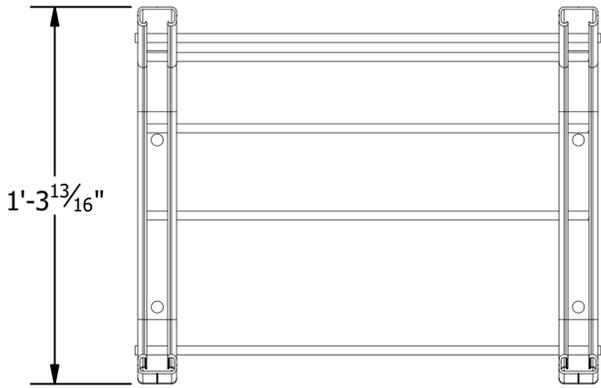
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	SYSTEM ASSEMBLY
DESCRIPTION:	RM10 EVO
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
ALL DIMENSIONS ARE  
NOMINAL

PRODUCT PROTECTED BY  
ONE OR MORE US PATENTS  
LEGAL NOTICE

O A 1  
V O  
SHEET

ASSEMBLY # TABLE	
P/N	DESCRIPTION
370010	RM10 EVO FIELD BAY



**UNIRAC**  
 1411 BROADWAY BLVD  
 ALBUQUERQUE, NM 87102  
 PHONE: 505.242.6411  
 WWW.UNIRAC.COM

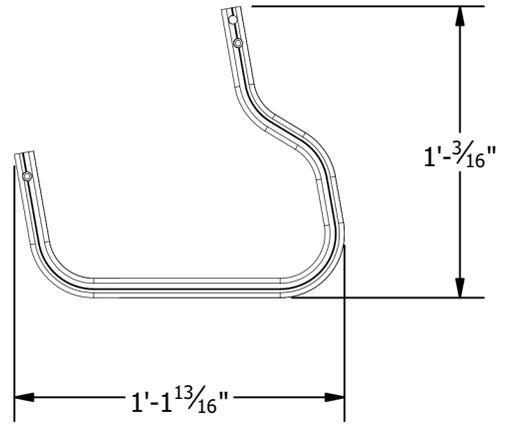
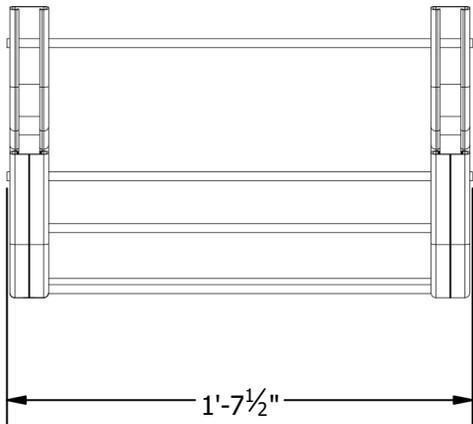
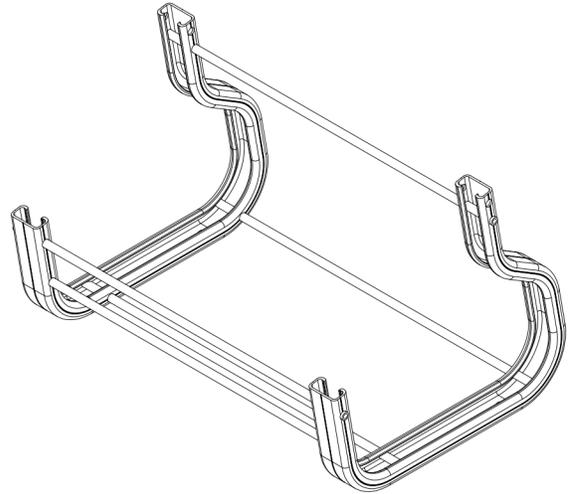
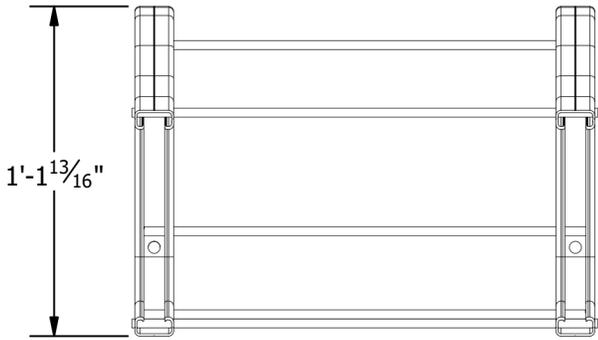
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	FIELD BAY ASSEMBLY
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE  
 NOMINAL

PRODUCT PROTECTED BY  
 ONE OR MORE US PATENTS  
 LEGAL NOTICE

0 A 2  
 V 0  
 SHEET

ASSEMBLY # TABLE	
P/N	DESCRIPTION
370011	RM10 EVO NORTH ROW BAY



  
 1411 BROADWAY BLVD  
 ALBUQUERQUE, NM 87102  
 PHONE: 505.242.6411  
 WWW.UNIRAC.COM

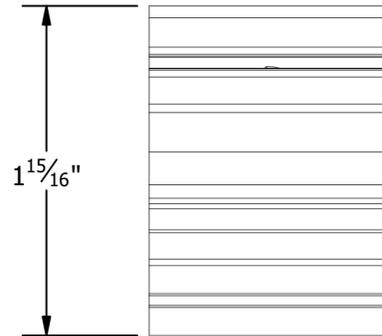
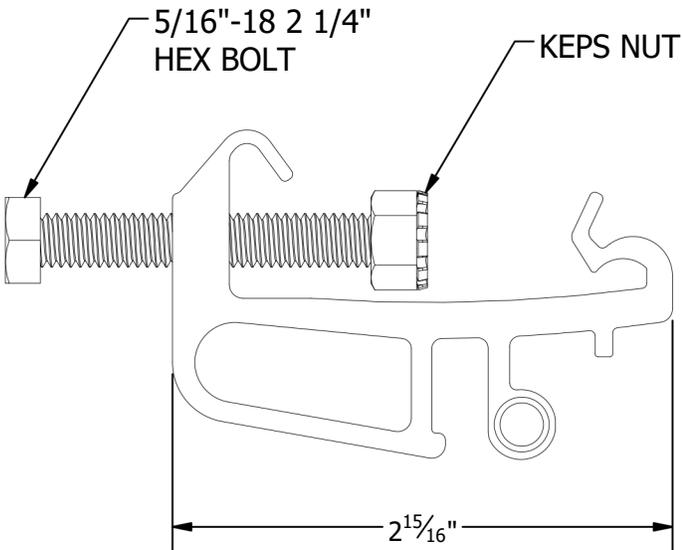
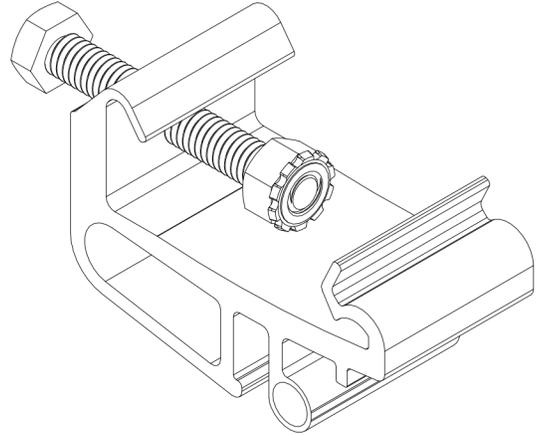
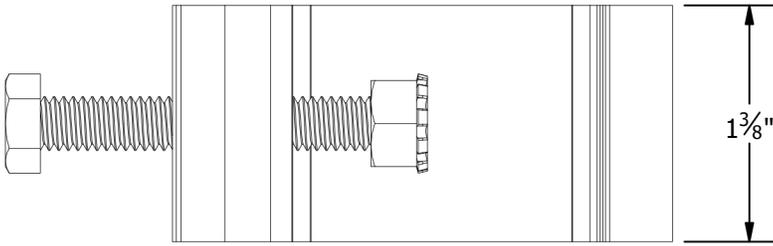
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DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	NORTH BAY ASSEMBLY
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE  
 NOMINAL

PRODUCT PROTECTED BY  
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 LEGAL NOTICE

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ASSEMBLY # TABLE	
P/N	DESCRIPTION
370023	RM10 EVO MODULE CLIP W/BOLT



1411 BROADWAY BLVD  
 ALBUQUERQUE, NM 87102  
 PHONE: 505.242.6411  
 WWW.UNIRAC.COM

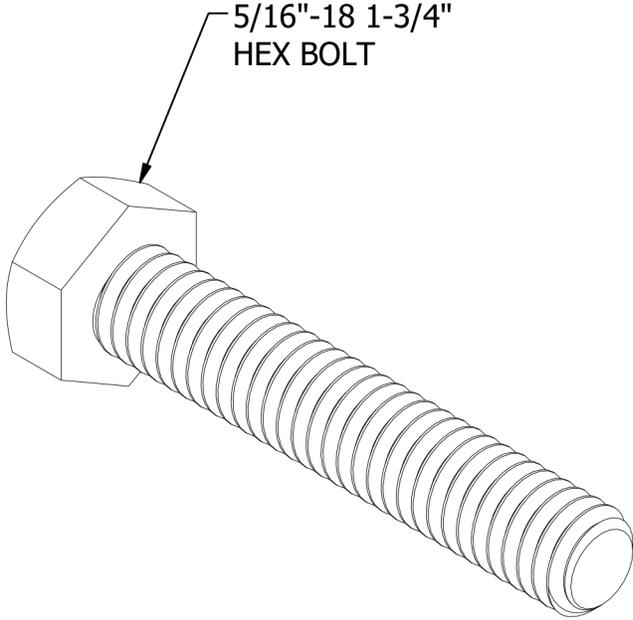
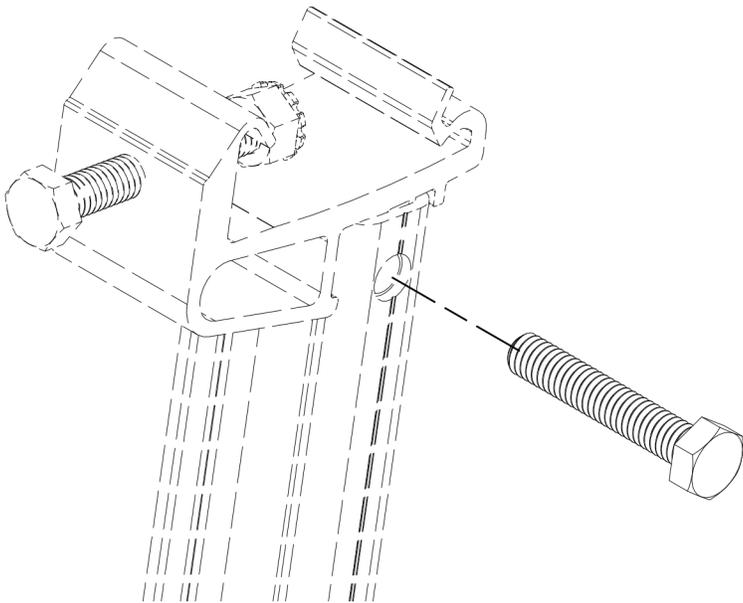
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	MODULE CLIP ASSEMBLY
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE  
 NOMINAL

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ASSEMBLY # TABLE	
P/N	DESCRIPTION
370022	RM10 EVO MODULE CLIP PIN BOLT



5/16"-18 1-3/4"  
HEX BOLT

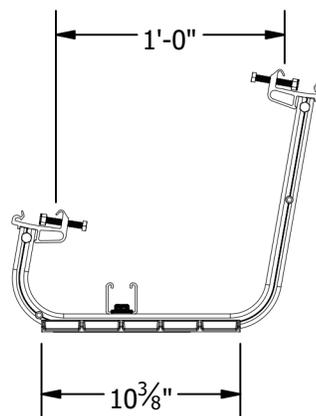
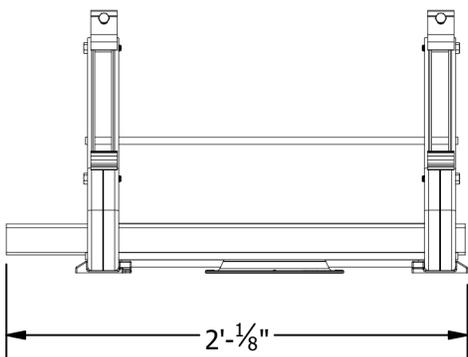
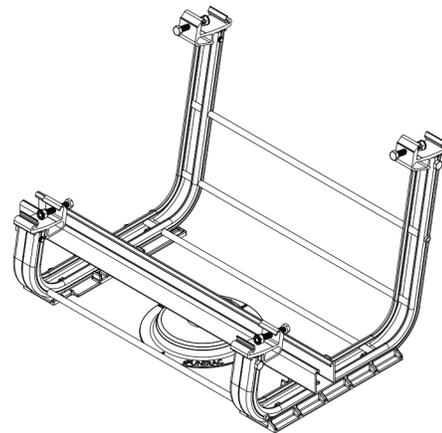
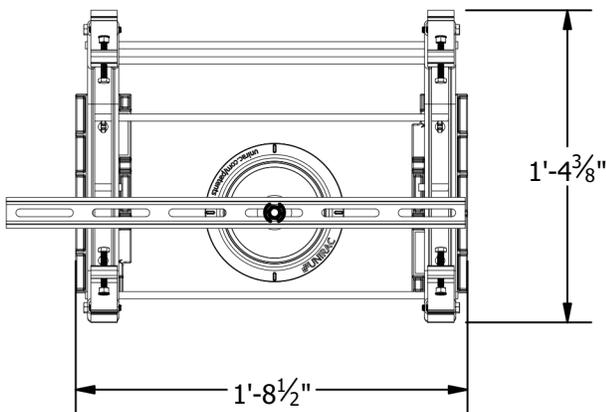
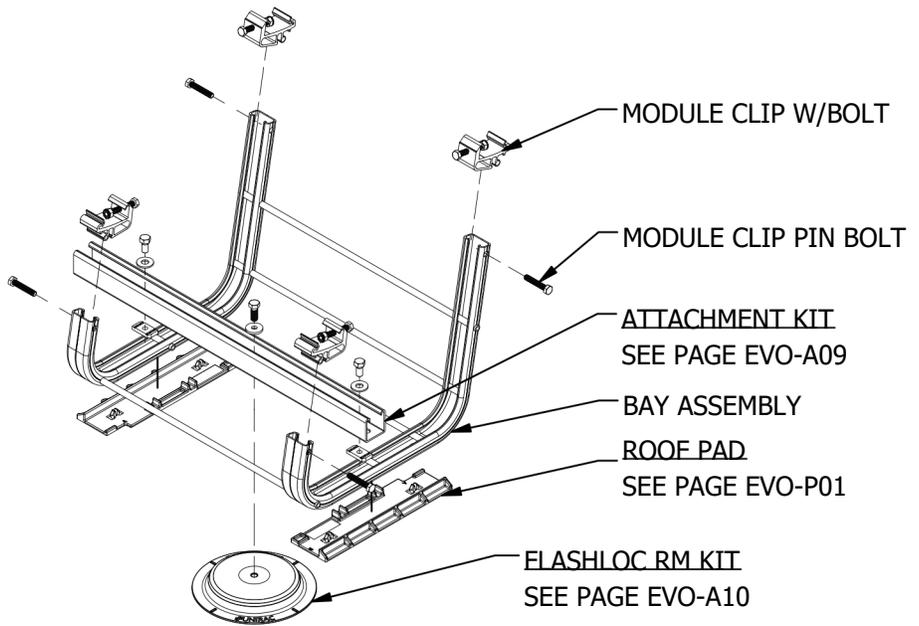
**UNIRAC**<sup>®</sup>  
 1411 BROADWAY BLVD  
 ALBUQUERQUE, NM 87102  
 PHONE: 505.242.6411  
 WWW.UNIRAC.COM

PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS
DESCRIPTION:	MODULE CLIP PIN BOLT
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE  
 NOMINAL

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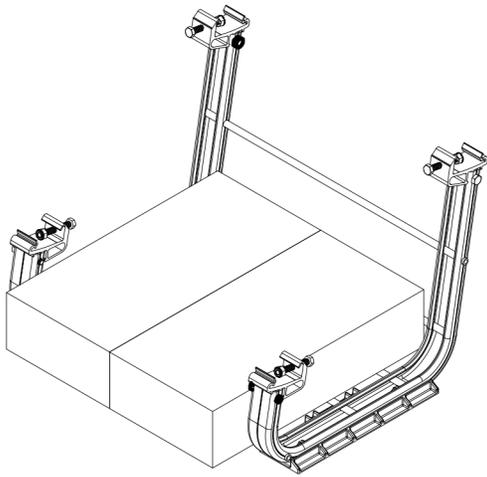


  
 1411 BROADWAY BLVD  
 ALBUQUERQUE, NM 87102  
 PHONE: 505.242.6411  
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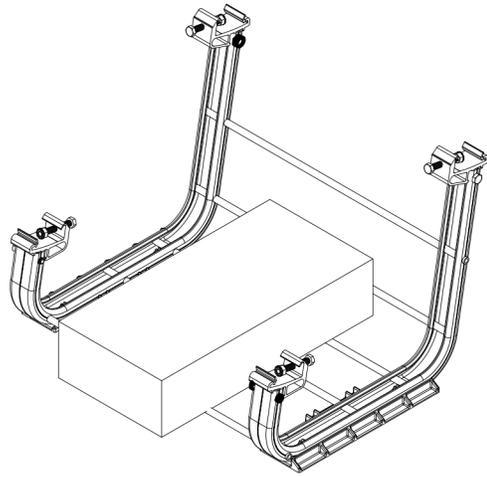
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	ROOF ATTACHMENT ASSEMBLY
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE NOMINAL  
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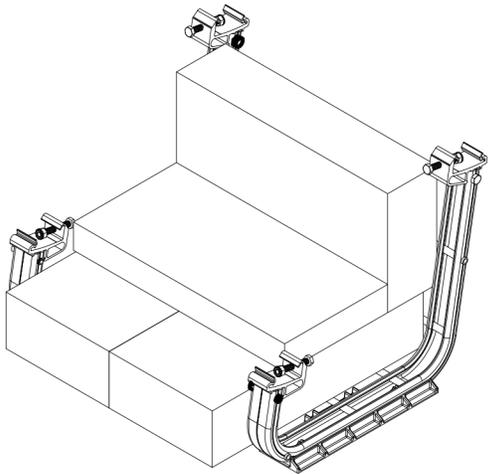
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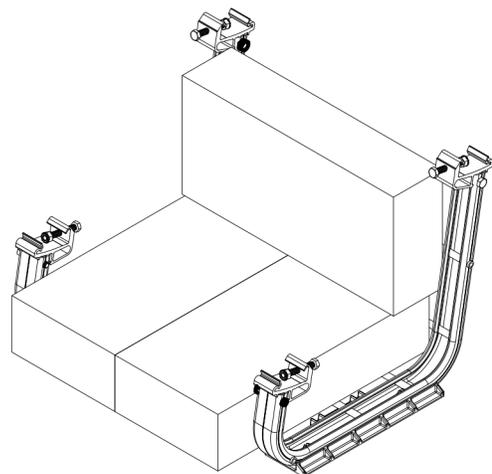
2 BLOCK BAY



1 BLOCK BAY



3-1/2 BLOCK BAY



3 BLOCK BAY



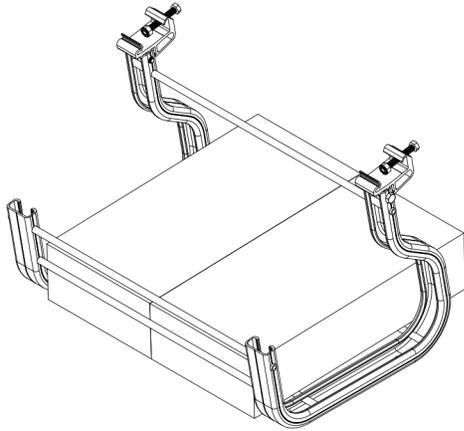
1411 BROADWAY BLVD  
 ALBUQUERQUE, NM 87102 USA  
 PHONE: 505.242.6411  
 WWW.UNIRAC.COM

PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	FIELD BAY BALLAST LAYOUT
REVISION DATE:	12/10/2021

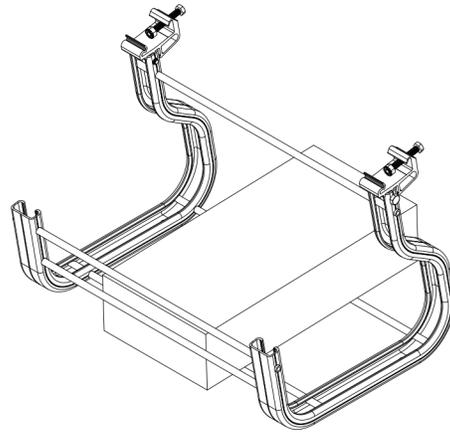
DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE NOMINAL

PRODUCT PROTECTED BY  
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 LEGAL NOTICE

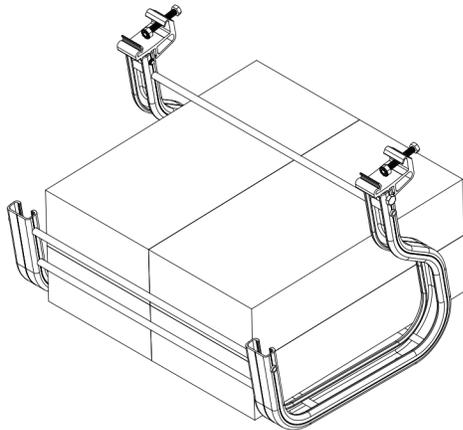
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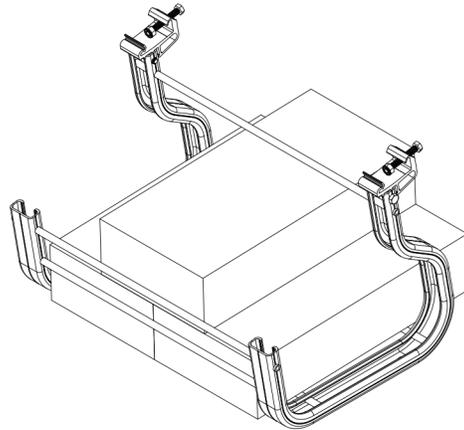
2 BLOCK BAY



1 BLOCK BAY



4 BLOCK BAY



3 BLOCK BAY



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 PHONE: 505.242.6411  
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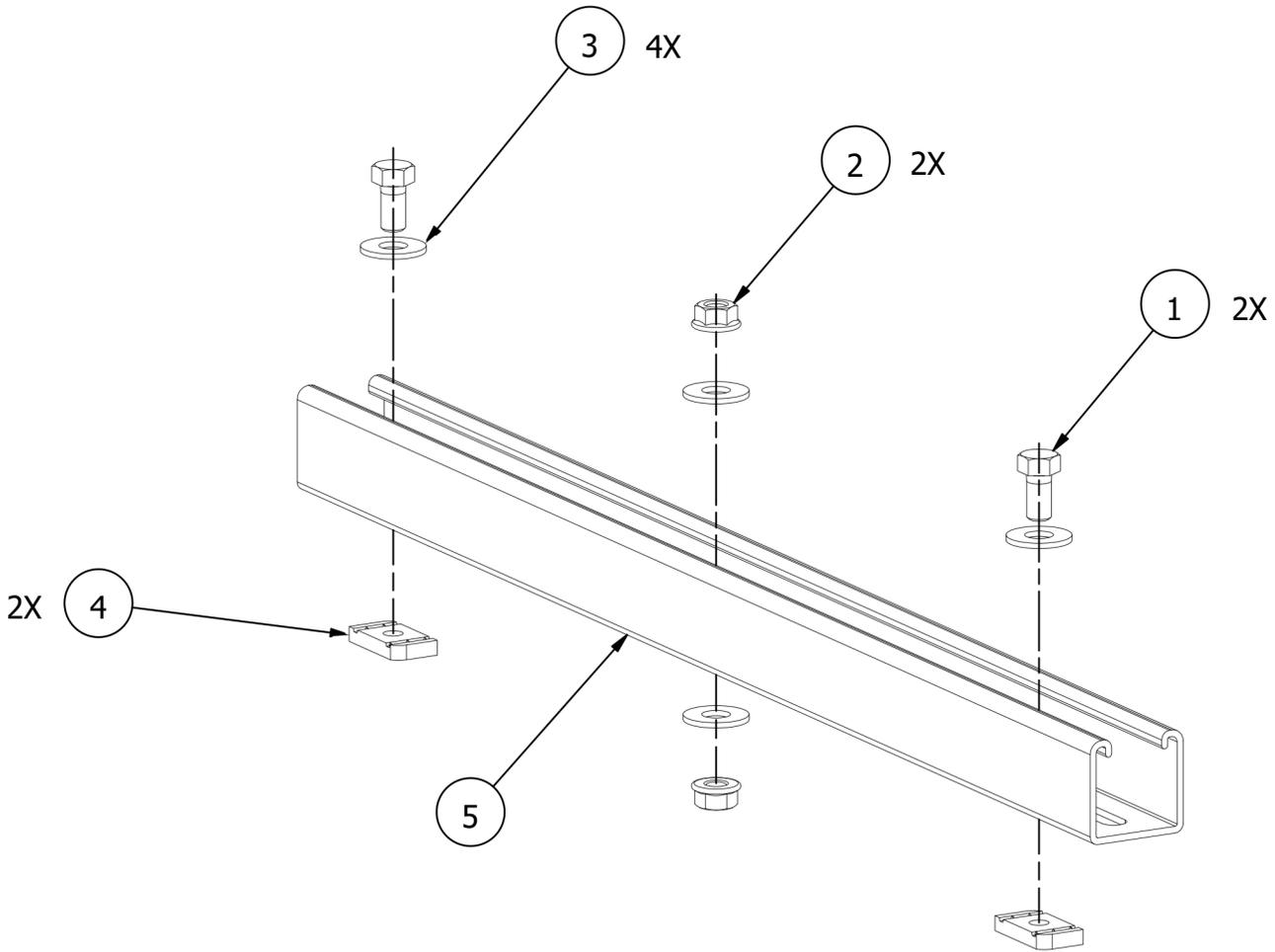
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS ASSEMBLY
DESCRIPTION:	NORTH BAY BALLAST LAYOUT
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
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ASSEMBLY # TABLE	
P/N	DESCRIPTION
310771	RM10 ATTACHMENT KIT



ATTACHMENT PARTS LIST			
ITEM	QTY	PART NUMBER	DESCRIPTION
1	2	M30304	3/8-16 X 3/4 HEX BOLT, SS
2	2	M31184	3/8-16 HEX FLANGE NUT, SS
3	4	M31130	3/8 WASHER, SS
4	2	M30383	3/8-16 STRUT NUT, ZN
5	1	M40600	1 5/8 X 1 5/8 X 24 IN STRUT, GALV

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PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	ASSEMBLY
DESCRIPTION:	RM10 ATTACHMENT KIT
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE NOMINAL

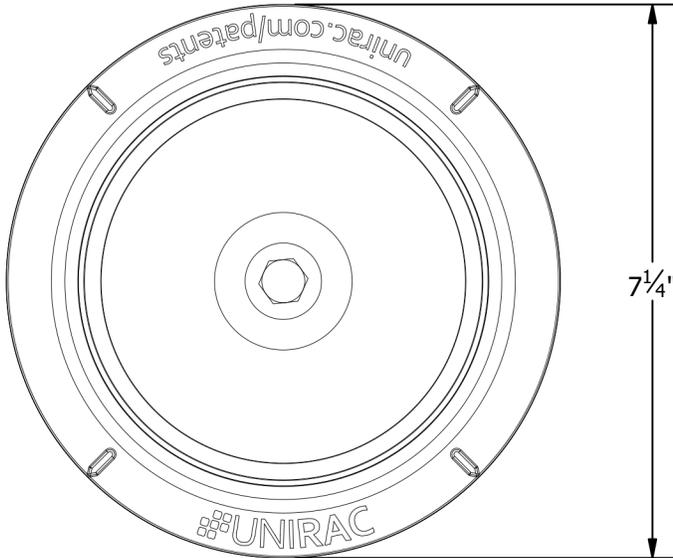
PRODUCT PROTECTED BY ONE OR MORE US PATENTS

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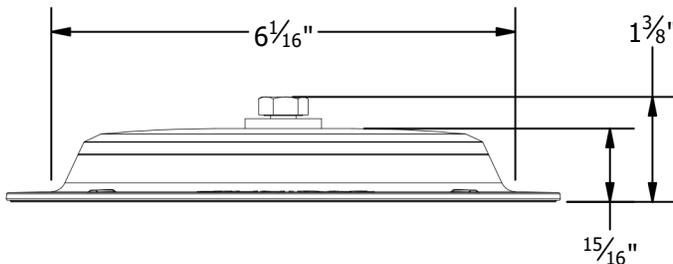
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NOTES:

1. ATTACHMENT CAN ACCOMMODATE ROOFING SCREW SIZES #12 - #15. FASTENER SIZE, LENGTH, AND QUANTITY TO BE SELECTED BY STRUCTURAL ENGINEER OF RECORD WHEN DESIGNING FOR THE SPECIFIC PROJECT CONSTRUCTION AND CAPACITY.
2. REFER TO THE UNIRAC INSTALLATION GUIDE FOR PROPER USE OF CHEM LINK M1 AND ONE-PART SEALANTS FOR WATER TIGHT INSTALLATION.

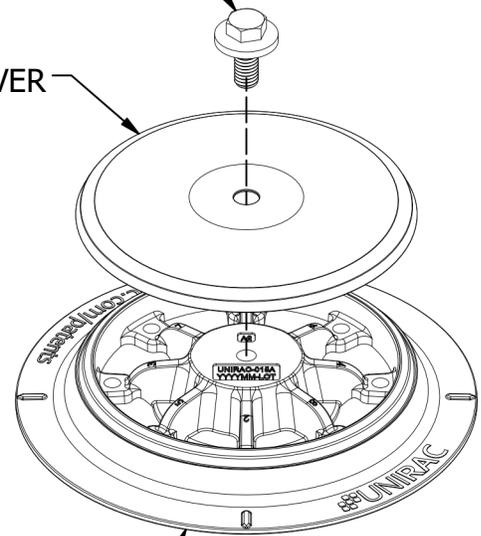


**TOP VIEW**



Ø 3/8" HARDWARE  
(PRE-ASSEMBLED)

COVER



BASE

PART # TABLE	
P/N	DESCRIPTION
310999	FLASHLOC RM KIT

*ULTIMATE TEST LOAD (WITH 8 ROOF FASTENERS)*

UPLIFT ULTIMATE CAPACITY	6,670 lbs.
SHEAR ULTIMATE CAPACITY	5,760 lbs.



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PHONE: 505.242.6411  
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PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	ASSEMBLY DETAIL
DESCRIPTION:	FLASHLOC RM KIT
REVISION DATE:	12/10/2021

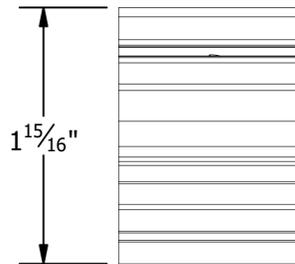
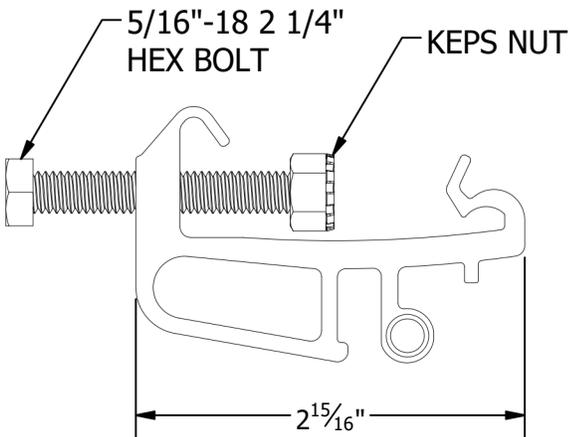
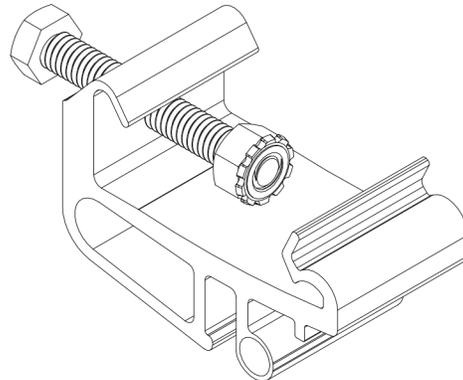
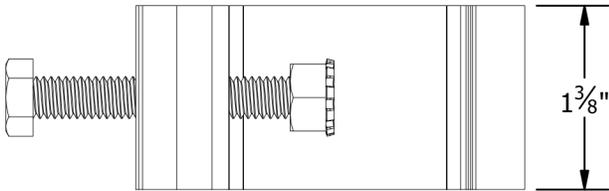
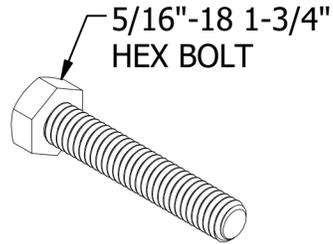
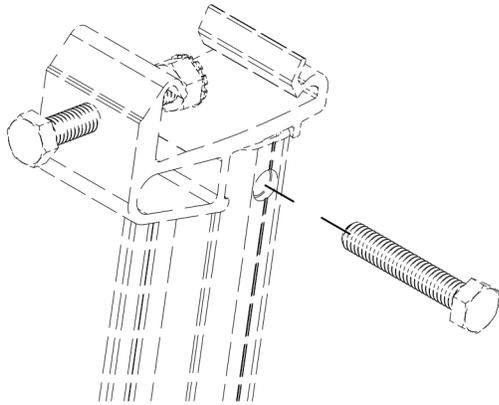
DRAWING NOT TO SCALE  
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ASSEMBLY # TABLE	
P/N	DESCRIPTION
370020	RM10 EVO MODULE CLAMP KIT



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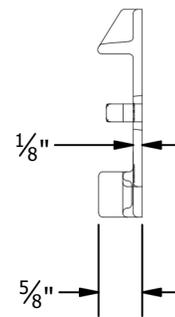
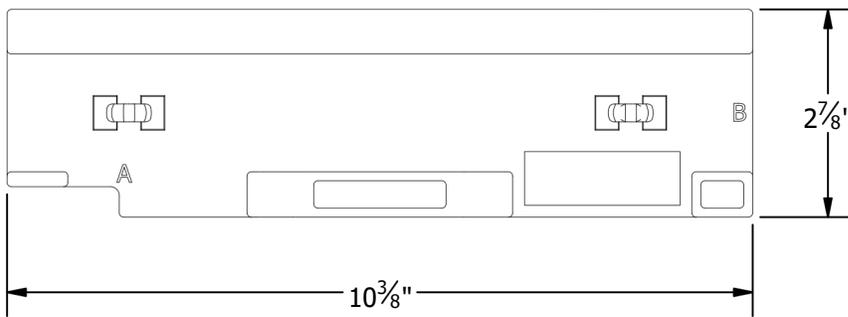
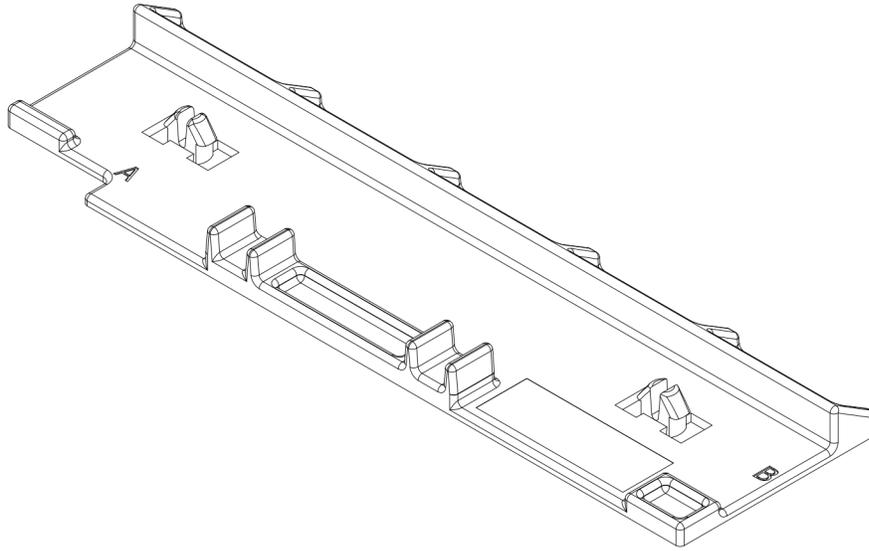
PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PARTS
DESCRIPTION:	MODULE CLIP PIN BOLT
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE NOMINAL

PRODUCT PROTECTED BY  
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 SHEET

PART # TABLE	
P/N	DESCRIPTION
310760	RM10 ROOF PAD



NOTES:

1. MATERIAL: TPE 70 SHORE A: SANTOPRENE 201-73, ELASTOCON 2870 OR UNISOFT TPE ST-70A BK-2-01.
2. FINISH: BLACK



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 ALBUQUERQUE, NM 87102  
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PRODUCT LINE:	RM10 EVO
DRAWING TYPE:	PART
DESCRIPTION:	RM10 ROOF PAD
REVISION DATE:	12/10/2021

DRAWING NOT TO SCALE  
 ALL DIMENSIONS ARE  
 NOMINAL

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<b>PROJECT TITLE</b>	<b>PROJECT ID</b>	<b>LAST UPDATED</b>
ROOFMOUNT RM10 EVO	5507F8EF	Mar. 6, 2026
		<b>ORIGINALLY CREATED</b>
		Mar. 2, 2026

<b>NAME</b>	Lexington Police Sector West	Designed by Tricia@sesre.com
<b>ADDRESS</b>	1795 Old Frankfort Pike, Lexington, KY 40504, USA	RM10 EVO
<b>CITY, STATE</b>	Lexington, KY	VSUN
<b>MODULE</b>	VSUN VSUN590N-144BMH-DG	39 - VSUN590N-144BMH-DG
		1564 ft2
		23.01 KW

**NOTE:** Installation of the project is intended to happen within the year of project designed in U-Builder. If it's past one year please rerun the design or contact Unirac Engineering Services.

Please refer to Chemlink roof compatibility guide for sealant compatibility. <https://chemlink.com/wp-content/uploads/2024/05/M-1-05082024.pdf>

## ENGINEERING INPUTS

### Plan Review

<b>AVERAGE PSF</b>	<b>5.93psf</b>
TOTAL NUMBER OF MODULES	39
TOTAL KW	23.01 KW
TOTAL STRUCTURE AREA	~1564 ft <sup>2</sup>
TOTAL WEIGHT ON ROOF	9282 lbs
RACKING WEIGHT	198 lbs
MODULE WEIGHT	2812 lbs
BALLAST WEIGHT	6240 lbs
MAX BAY LOAD (DEAD)	203 lbs
SEISMIC ATTACHMENTS COUNT	6
TOTAL ATTACHMENT COUNT	9
ATTACHMENT KIT WEIGHT	32.04 lbs
TOTAL BALLAST BLOCK COUNT	195

### Loads Used for Design

BUILDING CODE	ASCE 7-10
WIND SPEED	115.00 mph
GROUND SNOW LOAD	15.00 psf
SEISMIC, SS	0.188
SEISMIC, S1	0.091
ELEVATION	956 ft
WIND EXPOSURE	B
MRI	25
RISK CATEGORY	IV
VELOCITY PRESSURE, QZ	16.33 psf

### Inspection

PRODUCT	RM10 EVO
MODULE MANUFACTURER	VSUN
MODEL	VSUN590N-144BMH-DG
MODULE WATTS	590 watts
MODULE LENGTH	89.7"
MODULE WIDTH	44.7"
MODULE THICKNESS	1.4"
MODULE WEIGHT	72.1 lbs
ADD CENTRAL SUPPORT	No
SETBACK DISTANCE	4.0 ft
HALF BLOCK ALLOWED	No
BALLAST BLOCK (CMU) WEIGHT	32.0 lbs
MAX BLOCKS PER NORTH BAY	4
MAX BLOCKS PER NON NORTH BAY	3
BUILDING HEIGHT	24.0 ft
ROOF TYPE	OTHER
LONGEST BUILDING LENGTH	100.0 ft
SHORTEST BUILDING LENGTH	70.0 ft
PARAPET HEIGHT	24.0"
ATTACHMENTS OPTIMIZATION CRITERIA	Psf Limit
ROOF PSF LIMIT	6.50 psf
ATTACHMENT TYPE	UNIRAC FLASHLOC RM
ATTACHMENT CAPACITY UPLIFT	497.1 lbs
ATTACHMENT CAPACITY SHEAR	401.6 lbs
CONTROLLING COMPONENT UPLIFT CAPACITY	RACKING/STURT
CONTROLLING COMPONENT SHEAR CAPACITY	RACKING/STURT

## ENGINEERING OUTPUTS

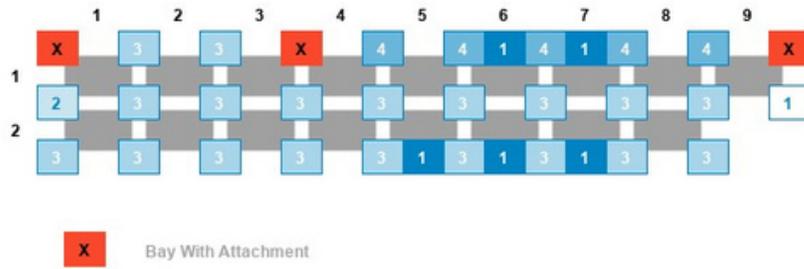
### Roof Area 1 - Array 1

<b>AVERAGE PSF</b>	<b>5.90psf</b>
TOTAL NUMBER OF MODULES	17
ROOF SLOPE	1 degrees
ROW SPACING	13.5"
TOTAL KW	10.03 KW
TOTAL AREA	684 ft2
TOTAL WEIGHT ON ROOF	4040 lbs
RACKING WEIGHT	83 lbs
MODULE WEIGHT	1226 lbs
BALLAST WEIGHT	2720 lbs
MID SUPPORT KIT WEIGHT	0lbs
SEISMIC ATTACHMENTS COUNT	2
TOTAL ATTACHMENT COUNT	3
ATTACHMENT KIT WEIGHT	10.68 lbs
CONTROLLING COMPONENT UPLIFT CAPACITY	RAC KIN G/ ST RU T
CONTROLLING COMPONENT SHEAR CAPACITY	RAC KIN G/ ST RU T
ATTACHMENT CAPACITY UPLIFT	497.1 lbs
ATTACHMENT CAPACITY SHEAR	401.6 lbs

### BOM

PART	QTY
RM10 EVO FIELD BAY	22
RM10 EVO NORTH ROW BAY	12
RM ROOF PAD	62
EVO MOD CLAMP SIDE BOLT BULK	85
EVO MOD CLAMP BULK	85
FLASHLOC RM KIT	3
RM10 ATTACHMENT KIT	3
BALLAST BLOCK	85

## Roof Area 1 - Array 1



### LEGEND



Module



Standard corner bay with CMU block count



Supplemental bay with CMU block count

Install roof pads to every bay.

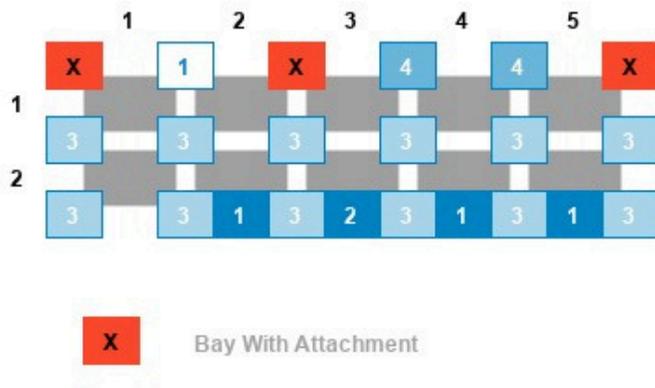
## Roof Area 1 - Array 2

AVERAGE PSF	5.96psf
TOTAL NUMBER OF MODULES	10
ROOF SLOPE	1 degrees
ROW SPACING	13.5"
TOTAL KW	5.90 KW
TOTAL AREA	400 ft2
TOTAL WEIGHT ON ROOF	2385 lbs
RACKING WEIGHT	54 lbs
MODULE WEIGHT	721 lbs
BALLAST WEIGHT	1600 lbs
MID SUPPORT KIT WEIGHT	0lbs
SEISMIC ATTACHMENTS COUNT	2
TOTAL ATTACHMENT COUNT	3
ATTACHMENT KIT WEIGHT	10.68 lbs
CONTROLLING COMPONENT UPLIFT CAPACITY	RAC KIN G/ ST RU T
CONTROLLING COMPONENT SHEAR CAPACITY	RAC KIN G/ ST RU T
ATTACHMENT CAPACITY UPLIFT	497.1 lbs
ATTACHMENT CAPACITY SHEAR	401.6 lbs

## BOM

PART	QTY
RM10 EVO FIELD BAY	16
RM10 EVO NORTH ROW BAY	6
RM ROOF PAD	38
EVO MOD CLAMP SIDE BOLT BULK	56
EVO MOD CLAMP BULK	56
FLASHLOC RM KIT	3
RM10 ATTACHMENT KIT	3
BALLAST BLOCK	50

## Roof Area 1 - Array 2



### LEGEND

- Module
- 1 Standard corner bay with CMU block count
- 4 Supplemental bay with CMU block count

Install roof pads to every bay.

## Roof Area 1 - Array 3

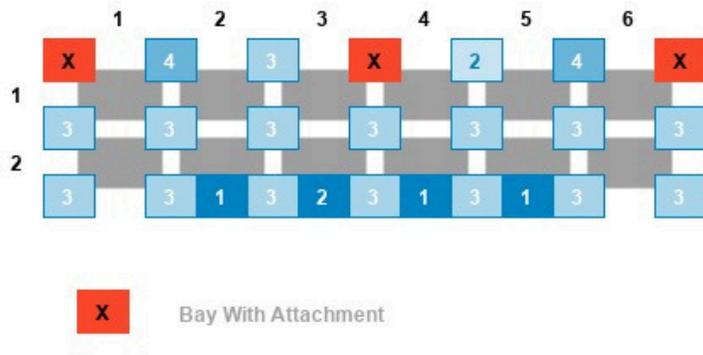
**AVERAGE PSF** **5.95psf**

TOTAL NUMBER OF MODULES	12
ROOF SLOPE	1 degrees
ROW SPACING	13.5"
TOTAL KW	7.08 KW
TOTAL AREA	480 ft2
TOTAL WEIGHT ON ROOF	61 lbs
RACKING WEIGHT	865 lbs
MODULE WEIGHT	1920 lbs
BALLAST WEIGHT	0lbs
MID SUPPORT KIT WEIGHT	2
SEISMIC ATTACHMENTS COUNT	3
TOTAL ATTACHMENT COUNT	10.68 lbs
ATTACHMENT KIT WEIGHT	RAC KIN G/ ST RU T
CONTROLLING COMPONENT UPLIFT CAPACITY	497.1 lbs
CONTROLLING COMPONENT SHEAR CAPACITY	401.6 lbs
ATTACHMENT CAPACITY UPLIFT	
ATTACHMENT CAPACITY SHEAR	

## BOM

PART	QTY
RM10 EVO FIELD BAY	18
RM10 EVO NORTH ROW BAY	7
RM ROOF PAD	44
EVO MOD CLAMP SIDE BOLT BULK	64
EVO MOD CLAMP BULK	64
FLASHLOC RM KIT	3
RM10 ATTACHMENT KIT	3
BALLAST BLOCK	60

## Roof Area 1 - Array 3



### LEGEND

-  Module
-  Standard corner bay with CMU block count
-  Supplemental bay with CMU block count

Install roof pads to every bay.

## ROOF PAD DETAILS

---

Minimum ratios by main roof types for application where friction coefficients must be met:

EPDM	1:1	Pads on each primary bay
TPO	1:4	Pads on 1 of every 4 primary bays
PVC	1:4	Pads on 1 of every 4 primary bays
Mineral cap	N/A	No pads required

---

### NOTE

1. It is always an option to apply roof pads to all bays in an array even when not required
2. Roof pads are always applied 2 per bay (one on each ski to avoid unbalancing chassis).
3. When installing minimum roof pads for friction (at 1:4 ratio), apply 2 roof pads to every 4<sup>th</sup> primary bay staggering the offset between the rows:
  1. Alternatively, install 2 roof pads to every other bay in a row of bays, then skip a row, and do it again
  2. Skip any bays that have mechanical roof attachments (i.e., Anchor products, FlashLoc RM or OMG attachments).

## WIND DESIGN DETAIL

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Terrain Category	B	Section 26.7 (ASCE 7-10)
Basic Wind Speed	115.00 mph	
Elevation	956.00 ft	
Risk Category	IV	Table 1.5-1 (ASCE 7-10)
Mean Roof Height	24.0 ft	
Numerical Coefficient	0.002555	
Topographic Factor, $K_{zt}$	1.00	Section 27.3.2 (ASCE 7-10)
Wind Directionality Factor, $K_d$	0.85	Section 26.8.2 (ASCE 7-10)
Velocity Pressure Exposure Coefficient, $K_z$	0.66	Table 26.6-1 (ASCE 7-10)
Design Life Factor <sup>2</sup> , $f_{2c}$	0.8649	Section 30.3-1 (ASCE 7-10)
Velocity Pressure at Height, $Q_h$	18.88 psf	Equation 26.5-2 (ASCE 7-10)
Design Life Velocity Pressure, $Q_z = Q_h \times f$	16.33 psf	Section 30.3.1 (ASCE 7-10)
		Equation C26.5-4 (ASCE 7-10)
	$c^2$	

## SEISMIC DESIGN PER SEAOC PV1-2012

Site Classification		
Ss	D_DEFAULT	Section 11.4.2 (ASCE 7-10)
S1	0.188	Section 11.4.1 (ASCE 7-10)
Risk Category	g	Section 11.4.1 (ASCE 7-10)
Coefficient of Friction, $\mu_0$	0.091 IV	
Site Coefficient, Fa	g	UTR 229
Site Coefficient, Fv	0.4	
SMS	1.600	Table 11.4-1 (ASCE 7-10)
SM1	2.400	Table 11.4-2 (ASCE 7-10)
SDS	0.301 g	Section 11.4.3 (ASCE 7-10)
SD1	0.218 g	Section 11.4.3 (ASCE 7-10)
Module Weight	0.201 g	Section 11.4.4 (ASCE 7-10)
Racking and Ballast Weight to One Module	0.146 g	Section 11.4.4 (ASCE 7-10)
Capacity of Connections to One Module (N/S)	72.09 lbs	
Capacity of Connections to One Module (E/W)	88.75 lbs	
W1 (Module, Racking, and Ballast Weight to One Module)	227.00 lbs	
Maximum of 0.133 SDS W1 or 0.1 W1	377.00 lbs	UTR 332
Maximum Number of Modules per Row (N-S)		UTR 332
Maximum Number of Modules per Column (E-W)	160.84 lbs	
Building Importance Factor, $I_e$	16.08 lbs	
Importance Factor of Array, $I_p$	14	
Seismic Design Category	23	
Seismic Design Displacement $\delta$	1.50	
	1.50	Table 1.5-2 (ASCE 7-10)
		Section 13.1.3 (ASCE 7-10)
	D	Section 11.6 (ASCE 7-10)
		SEAOC PV16
	$m_{pv} = [(S_{DS} - 0.4)2 \times 60 \text{ in}] \text{ or } 6 \text{ in}$	-
Setback Between Arrays ( $0.5 \times I_p \times \delta m_{pv}$ )	6.00"	SEAOC PV16
Setback Between Array and Objects ( $I_p \times \delta m_{pv}$ )	4.50"	SEAOC PV16
Setback Between Array and Roof Edge without Parapet ( $1.5 \times I_e \times \delta m_{pv}$ )	9.00"	SEAOC PV16
	13.50"	SEAOC PV16

## Seismic Design Summary : Attached System

Roof Number	Roof Area 1	Roof Area 1	Roof Area 1	
Array Number	1	2	3	
Number of Modules	17	10	12	
Attachments	3	3	3	
Number of Seismic Attachments	2	2	2	
Array Weight, $W_p$	4039.5 lbs	2385.5 lbs	2857.0 lbs	
Component Importance Factor, $I_p$ Section 13.1.3 (ASCE 7-10)	1.5	1.5	1.5	
Component Response Factor, $R_p$ Table 13.6-1 (ASCE 7-10)	1.5	1.5	1.5	
Horizontal Seismic Design Force, $F_p$ ( $0.4 \times a_p \times S$ )	1.5	1.5	1.5	
	$0.5 \times W_p f (1 + 2z/h) / (R_p/I_p)$	972.1 lbs	574.0 lbs	687.5 lbs
Equation 13.3-1 (ASCE 7-10)				
Minimum $F_p$ ( $0.3 \times SDS \times I_p \times W_p$ )				
Equation 13.3-3 (ASCE 7-10)		364.5 lbs	215.3 lbs	257.8 lbs
Maximum $F_p$ ( $1.6 \times SDS \times I_p \times W_p$ )				
Equation 13.3-2 (ASCE 7-10)				
Used $F_p$		1944.1 lbs	1148.1 lbs	1375.0 lbs
Net ASD $F_p$ , ( $0.7 \times F_p$ )				
Section 13.1.7 (ASCE 7-10)		972.1 lbs	574.0 lbs	687.5 lbs
Max. Allowable Shear per Attachment				
		680.4 lbs	401.8 lbs	481.3 lbs
Max. Shear Load per Attachment				
C heck		401.6 lbs	401.6 lbs	401.6 lbs
		226.8 lbs	133.9 lbs	160.4 lbs
		OK	OK	OK

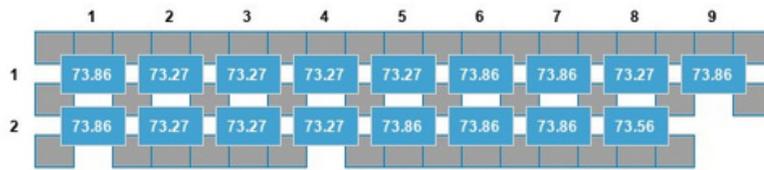
Note : Please address the warnings if you find None values in the table.

## SNOW DESIGN

Risk Category		
Importance Factor, $I_S$	IV	Table 1.5-1 (ASCE 7-10)
Exposure Category	1.20	Table 1.5-2 (ASCE 7-10)
Exposure Factor, $C_e$	B	Section 26.7 (ASCE 7-10)
Thermal Factor, $C_t$	1.00	Table 7.2 (ASCE 7-10)
Ground Snow, $p_g$	1.00	Section C7.8 (ASCE 7-10)
Tilt Angle	15.00psf	
Minimum Snow Load, $p_m$	10°	
$p_m = I_S p_g$ , For $p_g \leq 20$ psf		
$p_m = 20 I_S$ , For $p_g > 20$ psf		
Flat Roof Snow Load, $p_f = \text{Max}(0.7 C_e C_t I_S p_g, p_m)$	18.00psf	Section 7.3.4 (ASCE 7-10)
Slope Factor, $C_s$	24.00psf	Section 7.3.4 (ASCE 7-10)
Sloped Roof Snow Load, $p_s = C_s p_f$	18.00psf	Equation 7.3-1 (ASCE 7-10)
	1.0	Figure 7-2a (ASCE 7-10)*
	18.00 psf	Equation 7.4-1 (ASCE 7-10)*

\*Section C7.8 states "collectors should be designed to sustain a load calculated by using the "unobstructed slippery surfaces" curve in Figure 7.4-1." This indicates that  $C_t \leq 1.0$ . Per Figure 7-2a for a roof slope of 10° with the unobstructed slippery surfaces graph,  $C_s = 1.0$ .

### DEAD LOAD PER MODULE(D) - Roof Area 1 - Array 1



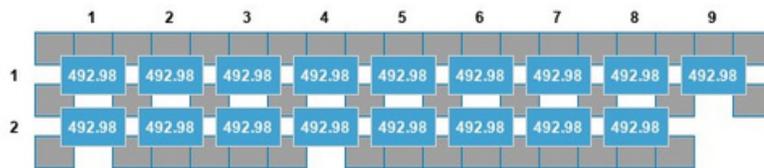
Units: lbs

**X** Dead Load = Module WL + Clamp & Bolt WL

#### LEGEND

Module

### SNOW LOAD PER MODULE(S) - Roof Area 1 - Array 1



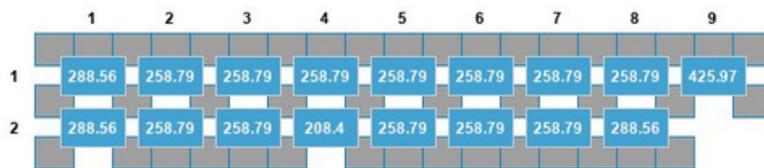
Units: lbs

**x** Total Snow Load per Module = Module Area \* Flat Roof Snow Load

#### LEGEND

Module

### WIND LOAD (UPWARD) PER MODULE - Roof Area 1 - Array 1



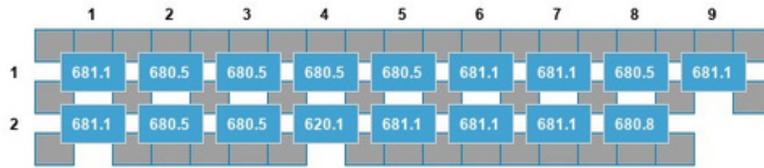
Units: lbs

**X** Total uplift =  $Q_z * g_{cp} * \text{uplift area}$

#### LEGEND

Module

**FINAL DOWNLOAD PER MODULE MAP (max(D + 0.75(0.6W) + 0.75S, D + 0.6W, D + S)) - Roof Area 1 - Array 1**



Units: lbs  
 Downward Force = MAX(DL + SL, DL + 0.6WL, DL + 0.45WL + 0.75SL)

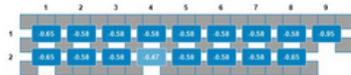
Where:  
 DL = Dead Load  
 SL = Snow Load  
 WL = Wind Load(Downward)

**LEGEND**

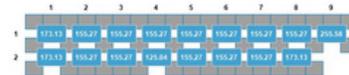
Module

**UPLIFT CALCULATIONS**

**Modified Gcp factor per module (uplift) map - Roof Area 1 - Array 1**



**Factored total wind uplift map - Roof Area 1 - Array 1**

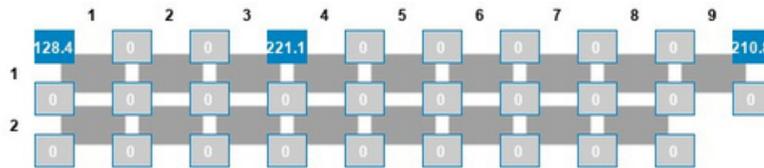


Units: lbs  
 Total Uplift with Factor = 0.6 \* Gcp \* gcp \* uplift area

**LEGEND**

Module

**Uplift load on attachments - Roof Area 1 - Array 1**



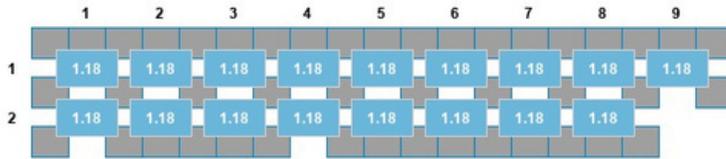
**LEGEND**

Module

Utilised attachment capacity on uplift

## DRAG CALCULATIONS

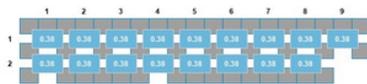
### Drag Gcp factor per module - Roof Area 1 - Array 1



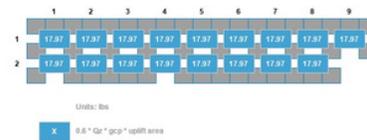
#### LEGEND

 Module

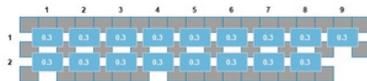
### Modified Gcp factor per module (drag effect) - Roof Area 1 - Array 1



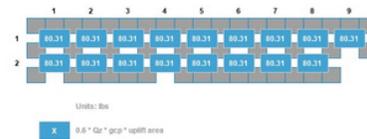
### Drag load- Roof Area 1 - Array 1



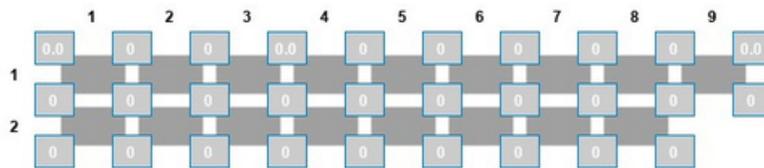
### Modified Gcp factor per module (uplift effect) - Roof Area 1 - Array 1



### Uplift for drag load- Roof Area 1 - Array 1



### Shear load on attachments (Sliding) - Roof Area 1 - Array 1

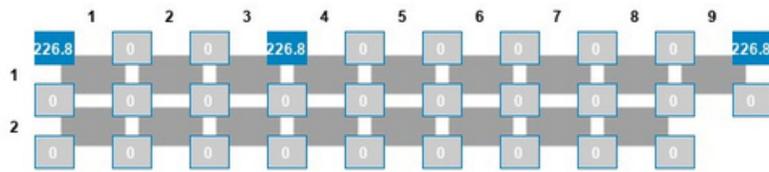


#### LEGEND

 Module

 Utilised attachment capacity on shear

### Shear load on attachments (Seismic) - Roof Area 1 - Array 1



#### LEGEND



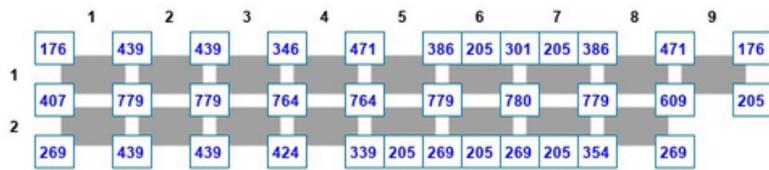
Module



Utilised attachment capacity on shear

### TOTAL DOWNLOAD CALCULATIONS

#### Total downpoint load per bay - Roof Area 1 - Array 1



Units: lbs



Down Point Load = Down point load on module contribution+ bay weight with ballast

#### LEGEND



Module



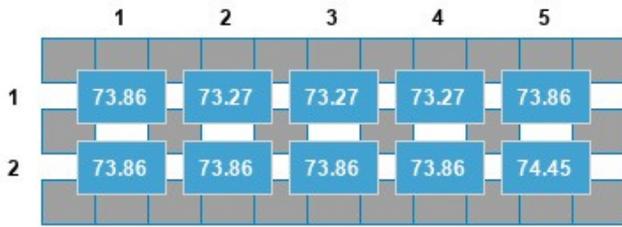
Bay - Downpoint load

#### NOTE

Forexact values please check DXF file.

**DEAD LOAD PER MODULE(D) - Roof Area 1 - Array 2**

---



Units: lbs

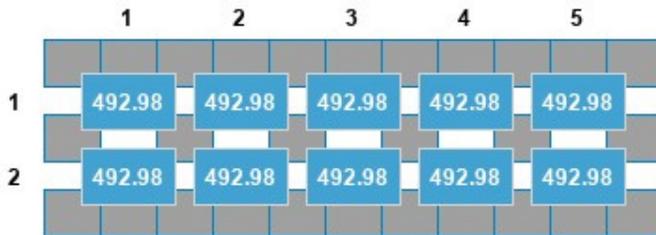
**X** Dead Load = Module Wt. + Clamp & Bolt Wt.

**LEGEND**

 Module

**SNOW LOAD PER MODULE(S) - Roof Area 1 - Array 2**

---



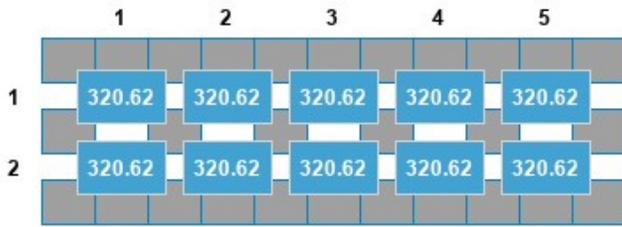
Units: lbs

**X** Total Snow Load per Module = Module Area \* Flat Roof Snow Load

**LEGEND**

 Module

**WIND LOAD (UPWARD) PER MODULE - Roof Area 1 - Array 2**



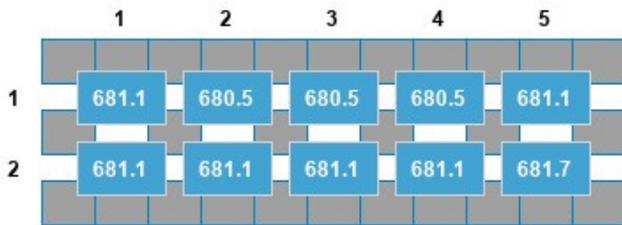
Units: lbs

**X** Total uplift =  $Q_z * g_{cp} * \text{uplift area}$

**LEGEND**

 Module

**FINAL DOWNLOAD PER MODULE MAP (max(D + 0.75(0.6W) + 0.75S, D + 0.6W, D + S)) - Roof Area 1 - Array 2**



Units: lbs

Downward Force =  $\text{MAX}(\text{DL} + \text{SL}, \text{DL} + 0.6\text{WL}, \text{DL} + 0.45\text{WL} + 0.75\text{SL})$

**X** Where:

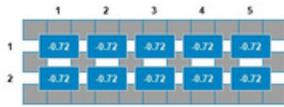
DL = Dead Load  
 SL = Snow Load  
 WL = Wind Load(Downward)

**LEGEND**

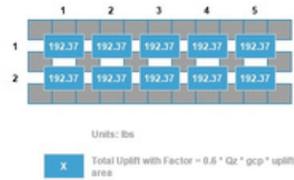
 Module

## UPLIFT CALCULATIONS

### Modified Gcp factor per module (uplift) map - Roof Area 1 - Array 2



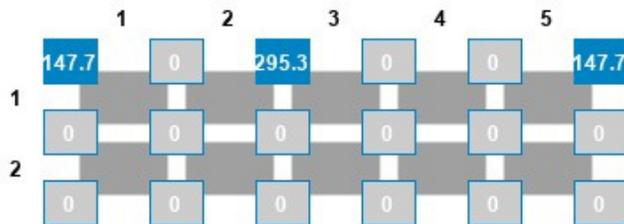
### Factored total wind uplift map - Roof Area 1 - Array 2



#### LEGEND

 Module

### Uplift load on attachments - Roof Area 1 - Array 2



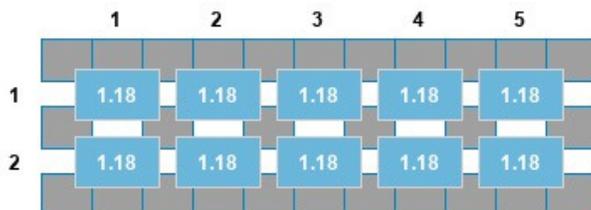
#### LEGEND

 Module

 Utilised attachment capacity on uplift

## DRAG CALCULATIONS

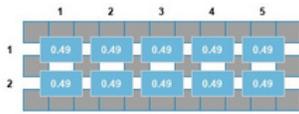
### Drag Gcp factor per module - Roof Area 1 - Array 2



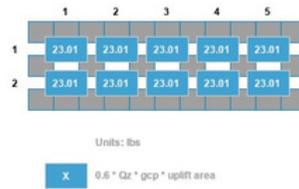
#### LEGEND

 Module

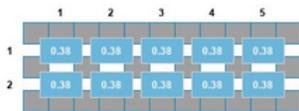
### Modified Gcp factor per module (drag effect) - Roof Area 1 - Array 2



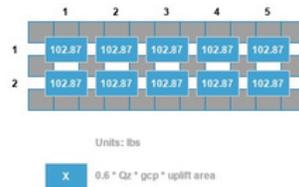
### Drag load- Roof Area 1 - Array 2



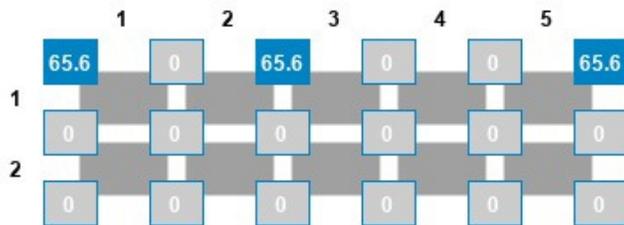
### Modified Gcp factor per module (uplift effect) - Roof Area 1 - Array 2



### Uplift for drag load- Roof Area 1 - Array 2



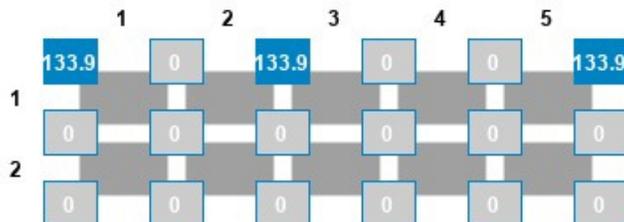
### Shear load on attachments (Sliding) - Roof Area 1 - Array 2



#### LEGEND

-  Module
-  Utilised attachment capacity on shear

### Shear load on attachments (Seismic) - Roof Area 1 - Array 2



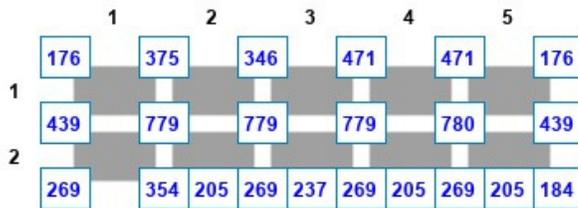
**LEGEND**

 Module

 Utilised attachment capacity on shear

**TOTAL DOWNLOAD CALCULATIONS**

**Total downpoint load per bay - Roof Area 1 - Array 2**



Units: lbs

 Down Point Load = Down point load on module contribution+ bay weight with ballast

**LEGEND**

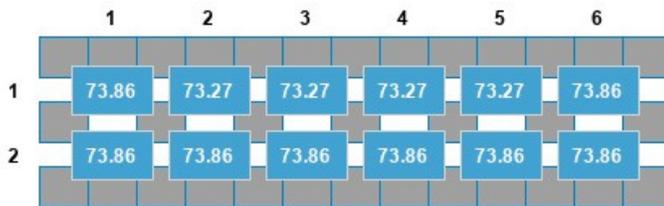
 Module

 Bay - Downpoint load

**NOTE**

Forexact values please check DXF file.

**DEAD LOAD PER MODULE(D) - Roof Area 1 - Array 3**



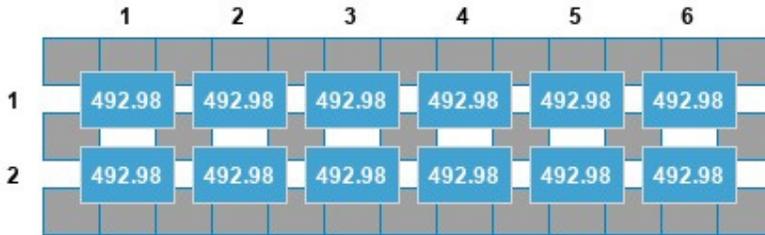
Units: lbs

 Dead Load = Module Wt. + Clamp & Bolt Wt.

LEGEND

Module

SNOW LOAD PER MODULE(S) - Roof Area 1 - Array 3



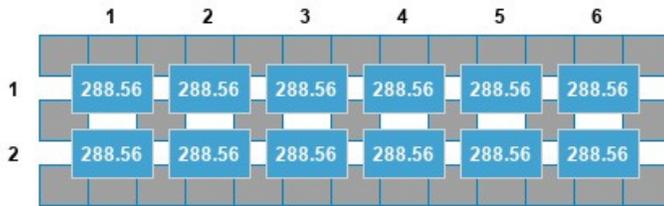
Units: lbs

$\times$  Total Snow Load per Module = Module Area \* Flat Roof Snow Load

LEGEND

Module

WIND LOAD (UPWARD) PER MODULE - Roof Area 1 - Array 3



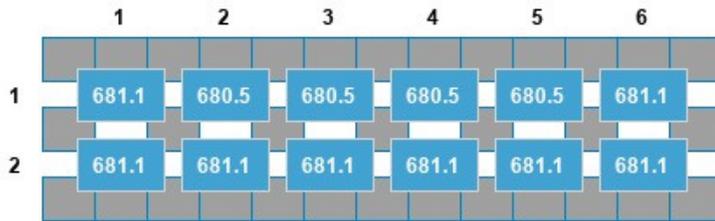
Units: lbs

$\times$  Total uplift =  $Q_z * g_{cp} * \text{uplift area}$

LEGEND

Module

**FINAL DOWNLOAD PER MODULE MAP (max(D + 0.75(0.6W) + 0.75S, D + 0.6W, D + S)) - Roof Area 1 - Array 3**



Units: lbs

Downward Force = MAX(DL + SL, DL + 0.6WL, DL + 0.45WL + 0.75SL)

X

Where:

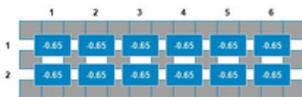
- DL = Dead Load
- SL = Snow Load
- WL = Wind Load(Downward)

**LEGEND**

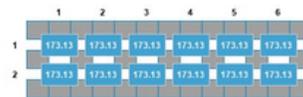
Module

**UPLIFT CALCULATIONS**

**Modified Gcp factor per module (uplift) map - Roof Area 1 - Array 3**



**Factored total wind uplift map - Roof Area 1 - Array 3**



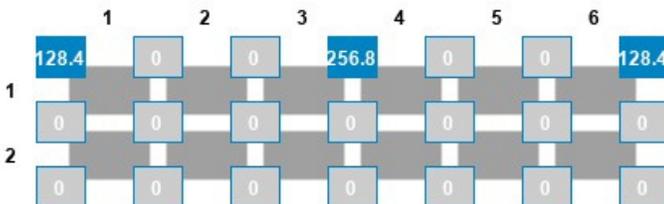
Units: lbs

X Total Uplift with Factor = 0.6 \* Qz \* gcp \* uplift area

**LEGEND**

Module

**Uplift load on attachments - Roof Area 1 - Array 3**



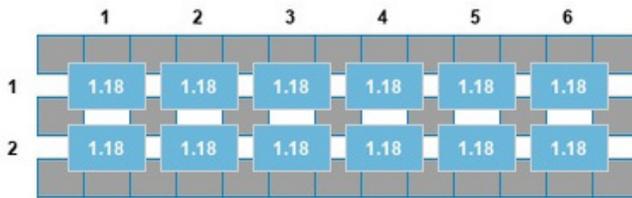
**LEGEND**

 Module

 Utilised attachment capacity on uplift

**DRAG CALCULATIONS**

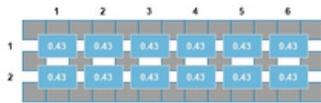
**Drag Gcp factor per module - Roof Area 1 - Array 3**



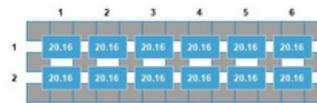
**LEGEND**

 Module

**Modified Gcp factor per module (drag effect) - Roof Area 1 - Array 3**



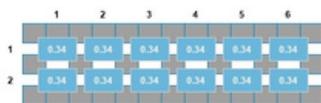
**Drag load- Roof Area 1 - Array 3**



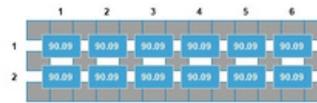
Units: lbs

  $0.6 * Q_z * gcp * \text{uplift area}$

**Modified Gcp factor per module (uplift effect) - Roof Area 1 - Array 3**



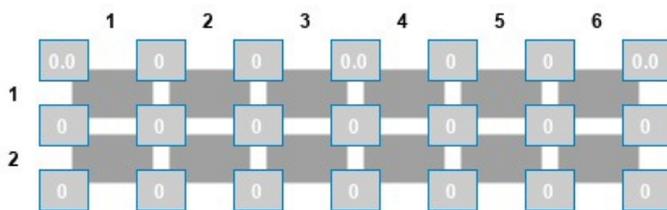
**Uplift for drag load- Roof Area 1 - Array 3**



Units: lbs

  $0.6 * Q_z * gcp * \text{uplift area}$

**Shear load on attachments (Sliding) - Roof Area 1 - Array 3**

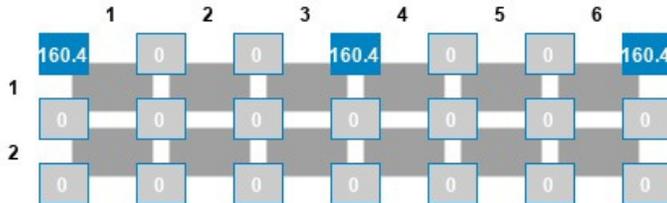


**LEGEND**

 Module

 Utilised attachment capacity on shear

**Shear load on attachments (Seismic) - Roof Area 1 - Array 3**



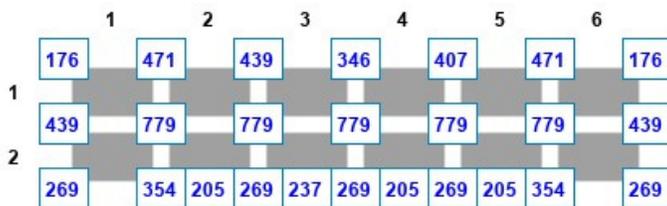
**LEGEND**

 Module

 Utilised attachment capacity on shear

**TOTAL DOWNLOAD CALCULATIONS**

**Total downpoint load per bay - Roof Area 1 - Array 3**



Units: lbs

 Down Point Load = Down point load on module contribution+ bay weight with ballast

**LEGEND**

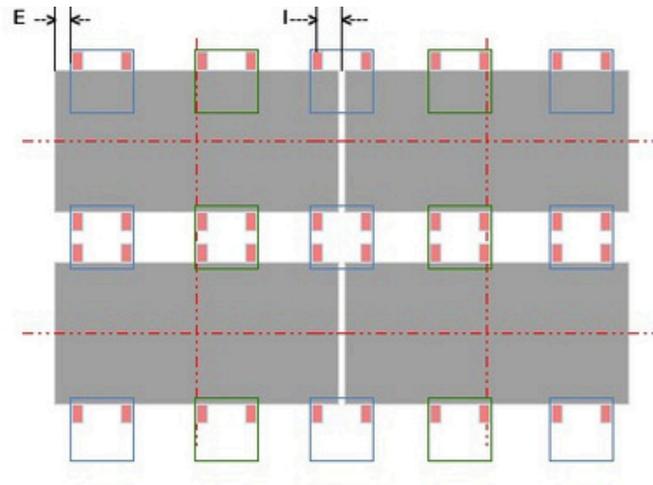
 Module

 Bay - Downpoint load

**NOTE**

Forexact values please check DXF file.

## CLAMPS LOCATIONS AND MAX MODULE PRESSURES



### NOTE :

1. Supplemental bays are placed symmetric to the module.
2. Edge cantilever distance to clamp(E) = 1.60" approx.
3. Edge of module to clamp center(I): 8.69".
4. supplemental bay add four clamps per module.
5. mid support will add two clamps per module for down force only.

### LEGEND

	Module
	Primary bay
	Supplemental bay
	Clamp

FACTORED MAX UPWARD PRESSURE ON MODULE :	9.33psf
FACTORED MAX DOWNWARD PRESSURE ON MODULE :	24.89psf

### NOTE

1. Terrapin testing report roof mount ballast support coefficient of friction testing RM 2.0 family (July 13, 2016) (Static, Kinetic, Wet and Dry testing performed)

## RM10 EVO U-BUILDER® PRODUCT ASSUMPTIONS

### RM10 EVO – Ballasted Flat Roof Systems

*Limitations of Responsibility: It is the user's responsibility to ensure that inputs are correct for your specific project.*

*Unirac is not the solar, electrical, or building engineer of record and is not responsible for the solar, electrical, or building design for this project.*

## Building Assumptions

1. Minimum allowed setback distance is 1.00ft
2. Building Height  $\leq$  150.00ft
3. Building Height > 50.00ft: only where  $(\text{longest length of building} \times \text{building height})^{0.5} \leq 100.00\text{ft}$
4. Roof Slope  $\geq 0^\circ$  (0:12) and  $\leq 3^\circ$  (5/8:12) for Seismic Design Category C, D, E and F. For low seismic regions Seismic Design Category A and B (provided Array Importance factor = 1.0), Roof Slope  $\geq 0^\circ$  (0:12) and  $\leq 7^\circ$  (1 1/2:12).
5. Roofing Material Types: EDPM, PVC, TPO, or Mineral Cap
6. Surrounding Building Grade: Level

**Ballast Blocks** The installer is responsible for procuring the ballast blocks (Concrete Masonry Units – CMU) and verifying the required minimum weight needed for this

design. CMU should comply with ASM standard specification for concrete roof pavers designation (C1491 or C90 with an integral water repellent suitable for the climate it is placed. It is recommended that the blocks are inspected periodically for any signs of degradation. If degradation of the block is observed, the block should immediately be replaced.

The CMU ballast block should have nominal dimensions of 4.00" x 8.00" x 16.00". The actual block dimensions are 0.37" less than the nominal dimensions. Ballast blocks should have a weight as specified for the project in the "Inspection" section of this report.

## Design Parameters

1. Risk Category I to IV
2. Wind Design
  - a. Basic Wind Speed: 110.00mph - 150.00mph (ASCE 7-10)/90.00mph - 180.00mph (ASCE 7-16)
  - b. Exposure: B, C or D (ASCE 7-10/ASCE 7-16)
  - c. 25 year or 50 year Design Life for ASCE 7-10 /50 year Design Life for ASCE 7-16
  - d. Elevation: Insertion of the project at - grade elevation can result in a reduction of wind pressure. If your project is in a special case study region or in an area where wind studies have been performed, please verify with your jurisdiction to ensure that elevation effects have not already been factored into the wind speed. If elevation effects have been included in your wind speed, please select 0.00ft as the project site elevation.
  - e. Wind Tunnel Testing: Wind tunnel testing coefficients have been utilized for design of the system.
3. Snow Design
  - a. Ground Snow Load: 0 - 100.00psf (ASCE 7-10/ASCE 7-16)
  - b. Roof Snow Load: Calculation per Section 7.3 (ASCE 7-10/ASCE 7-16)
  - c. Unbalanced/Drifting/Sliding: Results are based on the uniform snow loading and do not consider unbalanced, drifting, and sliding conditions
4. Seismic Design
  - a. Report *SEAOC PV1-2012/ASCE 7-16 SECTION 13.6.12 – Structural Seismic Requirements and Commentary for Rooftop Solar Photovoltaic Arrays*

## Properties

1. Bay Weight: 2.45 lbs
2. Module Gaps (E/W) = 0.25"
3. Module Gaps (N/S) = 13.50"

## Testing

1. Coefficient of Friction
2. Wind Tunnel
3. UL 2703
4. Component Testing (Bay and Clamp)

## Setbacks

For the wind tunnel recommendations in U-BUILDER® to apply, the following setbacks should be observed/followed for U-BUILDER® wind design:

1. Modules should be placed a minimum of 3.00 ft from the edge of the building in any direction.
2. If the array is located near an obstruction that is 3.50 ft wide and 3.50 ft high or larger, the nearest module of the array must be located a distance from the obstruction that is greater than or equal to the height of the obstruction. Exception: When using ASCE 7-16 Building Code and using the obstruction feature in the module editor to accurately model the size and location of obstruction.
3. Installations within the setbacks listed above require site specific engineering.
4. The setbacks above are for wind and seismic. Fire access isles, mechanical equipment etc., may require larger setbacks than listed above.

## Site Specific Engineering

Conditions listed below are beyond the capabilities of U-BUILDER®. Site specific engineering is required.

1. Building assumptions and design parameters outside of U-BUILDER® assumptions
2. Wind tunnel testing reduction factors are not permitted by the Authority Having Jurisdiction (AHJ)
3. Seismic designs that fall outside SEAOC PV1-2012/ASCE 7-16 SECTION 13.6.12 recommendations (>3% roof slope, or AHJ's that require shake table testing or non-linear site-specific response history analysis)
4. Signed and sealed site-specific calculations, layouts, and drawings
5. Building that is not enclosed and categorized as open structures, carport or others

## Notes:

- Please contact [Engineering.Services@unirac.com](mailto:Engineering.Services@unirac.com) for more information.



SOLAR ENERGY SOLUTIONS  
 1038 BRENTWOOD CT. STE B  
 LEXINGTON, KY 40511  
 TEL: (877) 312-7456

REVISIONS			
DESCRIPTION	DATE	REV	
For Bid	03/06/2023		

Signature with Seal

PROJECT NAME & ADDRESS

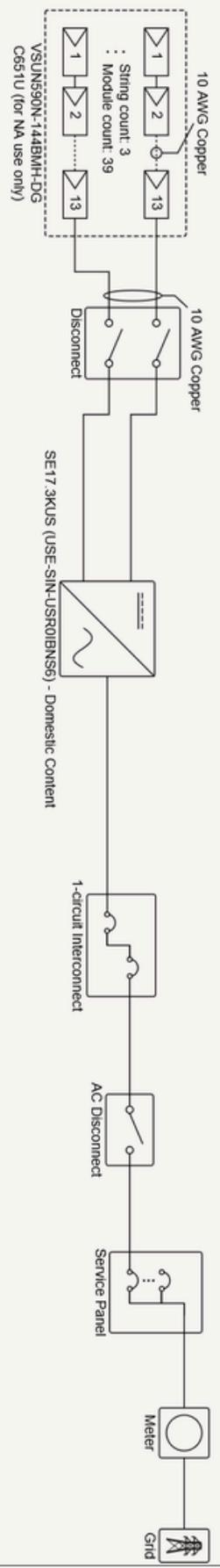
Police Sector West  
 1795 Old Frankfort Pike,  
 Lexington, KY

JOB NUMBER

SHEET NAME  
 ELECTRICAL LINE  
 DIAGRAM

SHEET SIZE  
 ANSI B  
 11" X 17"

SHEET NUMBER  
 PV-2



Module Specifications	
39X VSUN VSUN590N-144BMH-DG	
STC Rating	390 W
Vmp	43.11 V
Imp	13.69 A
Voc	51.79 V
ISC	14.49 A

Inverter Specifications	
1X Softedge SE17 3KUS (USE-SIN-USR0IBNS5) - Domestic Content	
Max AC Power Rating	17.3 kW
Max Input Voltage	600 V
Min AC Power Rating	0 W
Min Input Voltage	370 V

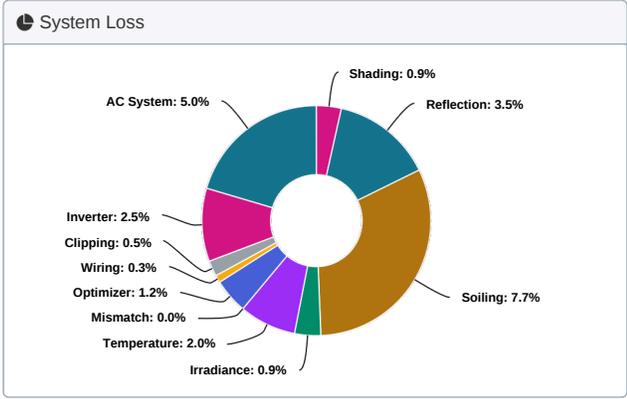
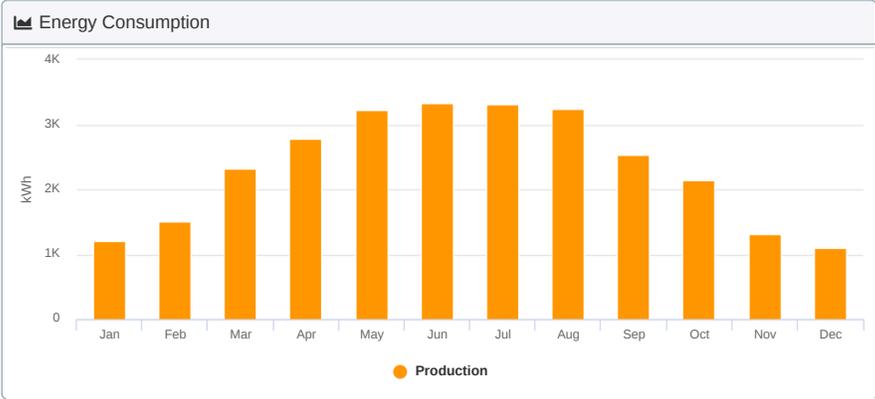
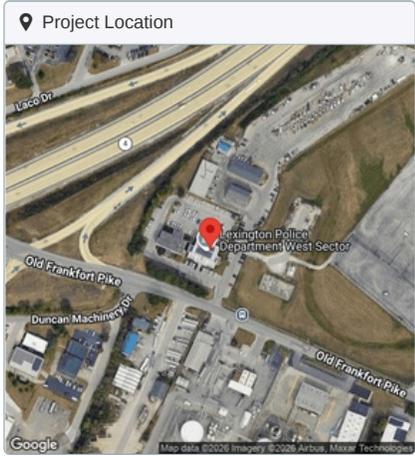
Wire Schedule		
Tier	Wire	Length
String	3x 10 AWG	264ft

1 ELECTRICAL LINE DIAGRAM  
 PV-2  
 SCALE: NTS

# 23.01 kW VSUN 590 Lexington Police Sector West 1795 Old Frankfort Pike Lexington, Ky 40504

Project Details	
Address	1795 Old Frankfort Pike Lexington, Ky 40504
Owner	Solar Energy Solutions
Last Modified	Solar Energy Solutions 4 minutes ago (38.06168220000001, -84.54027769999999) (GMT -5)
Location	Default Commercial
Profile	

System Metrics	
Design	23.01 kW VSUN 590
Module DC Nameplate	23.01 kW
Inverter AC Nameplate	17.30 kW
Annual Production	Load Ratio: 1.33 28.0 MWh
Performance Ratio	77.9%
kWh/kWp	1,216.4
Weather Dataset	TMY, LEXINGTON BLUEGRASS AP, NSRDB (tmy3) e904549051-5abf85779f-481db701bd-6227c96bf6
Simulator Version	



Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m2)	Annual Global Horizontal Irradiance	1,473.9	-
	POA Irradiance	1,561.3	5.9%
	Shaded Irradiance	1,547.9	-0.9%
	Irradiance After Reflection	1,494.0	-3.5%
	Irradiance After Soiling	1,378.5	-7.7%
	<b>Total Collector Irradiance</b>	<b>1,378.6</b>	<b>0.0%</b>
Energy (kWh)	Nameplate	31,738.3	-
	Output at Irradiance Levels	31,452.1	-0.9%
	Output at Cell Temperature Derate	30,832.9	-2.0%
	Output after Electrical Mismatch	30,832.8	-0.0%
	Optimizer Output	30,462.7	-1.2%
	Optimal DC Output	30,385.9	-0.3%
	Constrained DC Output	30,220.7	-0.5%
	Inverter Output	29,461.5	-2.5%
	AC System Output	27,988.4	-5.0%
	<b>Energy to Grid</b>	<b>27,988.4</b>	<b>0.0%</b>
	<b>Temperature Metrics</b>		
	Avg. Operating Ambient Temp		15.3°C
	Avg. Operating Cell Temp		22.4°C
<b>Simulation Metrics</b>			
	Operating Hours		4,602

Condition Set																		
Description		Condition Set 1																
Weather Dataset		TMY, LEXINGTON BLUEGRASS AP, NSRDB(tmy3) ( <a href="#">download</a> )																
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	-0.08	3.0°C 0.0°C 3.0°C														
	Flush Mount	-2.81	-0.05	3.0°C														
	East-West	-3.56	-0.08															
	Carport	-3.56	-0.08															
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D						
	1	3	1	2	1	0	8	5	5	5	5	8	1	0	1	2	1	3
Albedo	J	F	M	A	M	J	J	A	S	O	N	D						
	0	.	20	.	20	.	20	.	20	.	20	.	20	.	20	.	20	.
Rear Mismatch Loss	10%		Rear Shading Factor					5 %										
Module Transparency	0%		2		2													
Irradiation Variance	5.0%																	
Cell Temperature Spread	4.0°C																	
Module Binning Range	-2.5% to 2.5%																	
AC System Derate	5.00%																	
Component Characterizations	Type	Component					Characterization			Bifacial								
	Module	VSUN690N-144BMH-DG (VSUN)					Spec Sheet Characterization, PAN			False								
	Buck Boost Optimizer	C651U (for NA use only) (SolarEdge)					Mfg Spec Sheet			N/A								
	Inverter	SE17.3KUS (USE-SIN-USR0IBNS6) - Domestic Content (SolarEdge)								N/A								

Design BOM		
Component	Type	Quantity
SE17.3KUS (USE-SIN-USR0IBNS6) - Domestic Content (SolarEdge)	Inverters	1 (17.30 kW)
VSUN, VSUN590N-144BMH-DG, (590W)	Modules	39 (23.01 kW) 39 (25.35 kW)
C651U (for NA use only) (SolarEdge)	Optimizers	3 (263.8 ft)
10 AWG (Copper)	Strings	

Monthly Shading											
Month	GHI (kWh/m2)		POA (kWh/m2)		Shaded (kWh/m2)			Nameplate (kWh)		Grid (kWh)	
January	59.6	75.5	68.6	84.2	128.4	66.7	82.9	127.5	1,272.8	1,611.5	1,198.1
February	119.2	148.2	155.4	176.5		154.8	175.8	183.1	2,548.7	3,176.0	1,513.1
March	174.4	182.9	183.8	183.5		182.7	177.6	141.2	3,722.0	3,878.3	2,315.4
April	181.9	172.3	178.3	142.0		119.6	74.6	61.6	3,866.8	3,767.9	2,780.3
May	132.9	107.7	120.8	76.3	63.5				2,888.8	2,387.1	3,225.4
June	65.4	54.1							1,444.2	1,174.1	3,325.7
July											3,310.8
August											3,231.8
September											2,530.2
October											2,142.9
November											1,318.1
December											1,096.5

Design Wiring Zone			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	11 - 19	Along Racking

Design Render



Field Segments

Description	Racking	Orientation Landscape	Tilt Module:	Azimuth Module:	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Fixed Tilt	(Horizontal) Landscape	10° Module:	203.309° Module:	1.1 ft 1.1 ft 1.1 ft	1x1 1x1 1x1	17 10	17 10 12	10.03 kW
Field Segment 2	Fixed Tilt	(Horizontal) Landscape	10° Module:	203.309° Module:			12		5.90 kW
Field Segment 3	Fixed Tilt	(Horizontal)	10°	203.309°					7.08 kW

## 2.1 CLARIFICATIONS AND DESIGN CONSIDERATIONS

### Please note the following:

- SES Understand that the owner allowance is exclusively for owner-directed work beyond the proposal and that reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the Contractor.
- SES fully expects to achieve substantial completion within 75 days of award, but “beneficial use of the photovoltaic system” will be dependent on prompt action by the utility.
- SES plans to provide an exterior disconnect based on prior experience with LG&E-KU.
- SES expects to use either a spare breaker on the existing distribution panel (if determined to truly be a spare) or provide a new breaker in the spaces available.
- SES is capable of achieving domestic content upon request by blending in domestically manufactured modules. Inverters and racking are already sourced domestically.
- SES is proposing an array that conforms to the indicated areas in the RFP package. A more optimal design that creates one contiguous section of modules would likely reduce the number of attachments need to ensure a 6.5 PSF limit.
- SES understands the importance of aesthetics on and around the roof area, and strives to ensure every array is pleasing to the eye.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2025

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> <b>AssuredPartners NL</b> <b>435 North Whittington Parkway, Suite 300</b> <b>Louisville, KY 40222</b>	<b>CONTACT Jackson Marion</b> <b>NAME</b> <b>PHONE (A/C, No, Ext): (502) 259-93041304</b>		<b>FAX (A/C, No): (502) 259-9304</b>
	<b>E-MAIL jackson.marion@assuredpartners.com</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b>  <b>Solar Energy Solutions LLC</b> <b>1038 Brentwood Ct, Ste. B</b> <b>Lexington, KY 40511</b>	<b>INSURER A : West Bend Insurance Company</b>		<b>15350</b>
	<b>INSURER B : Kentucky Associated General Contractors</b>		
	<b>INSURER C : Houston Casualty Company</b>		<b>42374</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR I LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			B216504	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B216504	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							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			B216504	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
							DED <input checked="" type="checkbox"/> RETENTIONS \$ 0	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	022592-23	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER <input type="checkbox"/> OTH-	
							E.L. EACH ACCIDENT	\$ 4,500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 4,500,000
							E.L. DISEASE - POLICY LIMIT	\$ 4,500,000
C	Professional Lia			HCC2571547	4/1/2025	4/1/2026	1,000,000	2,000,000
C	Pollution Lia			HCC2571547	4/1/2025	4/1/2026	1,000,000	2,000,000

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

**CERTIFICATE HOLDER**

**CANCELLATION**

For Information Only

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

## Solar Energy Solutions Affirmative Action Policy

### **Policy Statement**

SolarEnergy Solutions (SES) is committed to maintaining a workplace that is free from harassment of anykind. All employees are expected to conduct themselves in a professional manner and to treattheir colleagues with respect and dignity.

### **II. Definition of Harassment**

Harassment is defined asunwelcome conduct that is based on race, color, religion, sex, national origin, age, disability, geneticinformation, or any other protected status. Harassment becomes unlawful when:

- Enduring the offensive conduct becomes a condition of continued employment; or
- The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Examples of harassment include, but are not limited to, offensive jokes, slurs, epithets, name-calling, physical assaults orthreats, intimidation, ridicule, insults, offensive objects or pictures, and interference with workperformance.

### **III. Reporting Procedure**

Anyemployee whobelievesthey have been subjected to harassment or have witnessed harassment in the workplaceshould promptly report the incident to the **Human Resources Manager**. The Human Resources Manager is designated to receive and investigate harassment complaints in a prompt, impartial, and confidential manner.

### **IV. Investigation Process**

Uponreceivinga harassmentcomplaint, the Human Resources Manager will initiate a thorough investigation. This processmay include interviews with the complainant, the alleged offender, and any witnesses. The investigation will be conducted as discreetly and confidentially as possible to protect the rightsof all parties involved.

### **V. Non-Retaliation Policy**

SESstrictly prohibitsretaliation against any employee for filing a harassment complaint, participating in aninvestigation, or opposing discriminatory practices. Any act of retaliation should be reportedimmediately to the Human Resources Manager and will be subject to disciplinary action,up to and including termination of employment.

### **VI. Enforcement**

Violations of thispolicy may result in disciplinary action, up to and including termination of employment. SESEncourages all employees to contribute to a positive work environment by reporting any behavior that violates this policy.

Solar Energy Solutions affirms its full compliance with all relevant laws and regulations pertaining to equal employment opportunity and non-discrimination, including but not limited to:

**The Civil Rights Act of 1964:** Solar Energy Solutions upholds the principles outlined in Title VII of the Civil Rights Act, which prohibits discrimination in employment based on race, color, religion, sex, or national origin.

**Executive Order 11246:** Solar Energy Solutions acknowledges its obligations under Executive Order 11246, which mandates affirmative action to ensure equal employment opportunities for all individuals, regardless of race, color, religion, sex, or national origin, in companies that contract with the federal government.

**The Rehabilitation Act of 1973:** Solar Energy Solutions complies with Section 503 of the Rehabilitation Act, which prohibits discrimination against individuals with disabilities and requires affirmative action to ensure their full participation in the workforce.

**The Americans with Disabilities Act (ADA):** Solar Energy Solutions adheres to the provisions of the ADA, which prohibits discrimination against qualified individuals with disabilities in all aspects of employment, including recruitment, hiring, promotion, and accommodation.

**The Age Discrimination in Employment Act (ADEA):** Solar Energy Solutions respects the rights of individuals aged 40 and older and complies with the ADEA, which prohibits age discrimination in employment practices.

**Other Applicable Laws and Regulations:** Solar Energy Solutions pledges to comply with all other federal, state, and local laws and regulations governing equal employment opportunity, non-discrimination, and affirmative action, including those related to sexual orientation, gender identity, veteran status, and other protected characteristics.

### **Responsibilities:**

**Implementation:** The Human Resources (HR) department is primarily responsible for implementing the Affirmative Action Plan (AAP) throughout Solar Energy Solutions. This includes overseeing the execution of recruitment strategies, training programs, and diversity initiatives outlined in the AAP.

**Monitoring:** HR personnel are tasked with monitoring the organization's compliance with the AAP, tracking progress towards diversity goals, and collecting data on workforce demographics and employment practices.

**Evaluation:** HR conducts regular evaluations of the AAP to assess its effectiveness, identify areas for improvement, and make necessary adjustments to promote diversity and equal employment opportunities within the organization.

### **Roles and Responsibilities:**

## Managers and Supervisors:

**Recruitment:** Managers and supervisors play a crucial role in the recruitment process by actively participating in the selection of diverse candidates, ensuring job postings reach a wide audience, and eliminating biases in the hiring process.

**Leadership:** Managers and supervisors are expected to lead by example, promoting a culture of diversity and inclusion within their teams and departments. They should foster an environment where all employees feel valued, respected, and empowered to contribute their unique perspectives.

**Performance Evaluation:** Managers and supervisors are responsible for evaluating employees based on job performance and merit, without regard to characteristics such as race, gender, or ethnicity. They should provide equal opportunities for advancement and career development to all employees.

## HR Personnel:

**Training and Development:** HR personnel are responsible for designing and delivering diversity training programs for employees, managers, and recruiters. These programs aim to raise awareness, enhance cultural competence, and foster inclusive behaviors in the workplace.

**Compliance:** HR ensures that Solar Energy Solutions complies with all relevant laws and regulations governing equal employment opportunity and affirmative action. They provide guidance to managers and supervisors on legal requirements and best practices for promoting diversity and preventing discrimination.

**Reporting:** HR collects and analyzes data on workforce demographics, recruitment efforts, and diversity initiatives, preparing reports for senior management and regulatory agencies to demonstrate compliance with the AAP.

## Other Stakeholders:

**Employees:** All employees are encouraged to actively participate in promoting diversity and inclusion within Solar Energy Solutions. They should demonstrate respect for their colleagues, support diversity initiatives, and speak out against discrimination or harassment in the workplace.

**External Partners:** Solar Energy Solutions collaborates with external partners, such as diversity organizations, educational institutions, and community groups, to enhance diversity recruitment efforts and access diverse talent pools.

By assigning clear responsibilities to HR personnel, managers, supervisors, and other stakeholders, Solar Energy Solutions can effectively implement, monitor, and evaluate the AAP to promote diversity, prevent discrimination, and create a more inclusive workplace environment.

## **Workforce Analysis:**

### Collection and Analysis of Workforce Demographics:

Human Resources (HR) personnel at Solar Energy Solutions are responsible for collecting and analyzing workforce demographics to identify areas of underrepresentation or potential disparities among protected groups.

Data collected may include information on race, ethnicity, gender, age, disability status, veteran status, and other relevant characteristics.

HR conducts regular assessments of the workforce composition to determine whether it reflects the diversity of the available labor pool and the communities served by Solar Energy Solutions. Analysis of workforce demographics helps identify areas where certain groups may be underrepresented or where disparities exist in terms of representation and opportunities for advancement.

#### Examination of Hiring, Promotion, and Retention Trends:

HR conducts an in-depth examination of hiring, promotion, and retention trends to assess diversity efforts and identify areas for improvement.

**Hiring Trends:** HR analyzes recruitment and selection processes to evaluate the diversity of candidate pools, hiring rates for different demographic groups, and the effectiveness of outreach efforts to attract diverse talent.

**Promotion Trends:** HR evaluates promotion rates by demographic group to identify any disparities in advancement opportunities and assess whether promotion decisions are based on merit and performance.

**Retention Trends:** HR tracks retention rates and turnover rates among different demographic groups to assess whether certain groups are disproportionately leaving the organization and to identify potential retention challenges.

**Intersectional Analysis:** HR conducts intersectional analysis to examine how various factors, such as race, gender, and disability status, intersect to affect employees' experiences and opportunities within the organization.

#### Identification of Areas for Improvement:

Based on the findings of the workforce analysis, HR identifies areas where Solar Energy Solutions can improve diversity and inclusion efforts.

This may include developing targeted recruitment strategies to attract more diverse candidates, implementing mentoring and development programs to support underrepresented employees, and addressing any systemic barriers that may hinder equal opportunities for all employees.

HR collaborates with senior management, department heads, and other stakeholders to develop action plans aimed at addressing identified disparities and promoting a more inclusive and equitable workplace culture.

By conducting thorough workforce analysis and examining hiring, promotion, and retention trends, Solar Energy Solutions can gain valuable insights into its diversity efforts, identify areas

for improvement, and implement targeted strategies to promote equal employment opportunities for all employees. This proactive approach helps ensure that the organization's affirmative action initiatives are effective in advancing diversity, inclusion, and equity within the workforce.

### **Goals and Objectives:**

Establishment of SMART Goals for Increasing Diversity and Representation:

**Specific:** Solar Energy Solutions aims to increase diversity and representation across all levels and departments of the organization.

**Measurable:** Goals will be quantifiable, such as increasing the percentage of underrepresented groups in the workforce by a specified percentage within a given timeframe.

**Achievable:** Goals will be realistic and attainable based on available resources and current workforce demographics.

**Relevant:** Goals align with Solar Energy Solutions' commitment to diversity, equity, and inclusion and support the organization's overall mission and objectives.

**Time-bound:** Goals will have specific deadlines or milestones for achievement, allowing for progress tracking and accountability.

Setting Targets for Recruitment, Hiring, Retention, and Advancement:

**Recruitment:** Solar Energy Solutions aims to set targets for recruiting diverse candidates for open positions, with a focus on increasing representation of underrepresented groups in the applicant pool.

**Hiring:** Targets will be established for hiring diverse candidates at all levels of the organization, ensuring that recruitment efforts result in a more inclusive workforce.

**Retention:** Goals will be set to improve retention rates among underrepresented employees, addressing any barriers or challenges that may contribute to turnover.

**Advancement:** Targets will be set for the advancement of individuals from underrepresented groups into leadership and decision-making roles within Solar Energy Solutions, fostering career growth and upward mobility.

### **Recruitment Strategies:**

Identification of Targeted Recruitment Sources:

HR will identify targeted recruitment sources and outreach efforts to attract diverse candidates for open positions, including partnerships with diversity organizations, minority-serving institutions, and community-based programs.

Efforts will be made to leverage professional networks, online job boards, and social media platforms to reach a wide audience of potential candidates from underrepresented groups.

### Implementation of Strategies to Remove Barriers to Employment:

Solar Energy Solutions will implement strategies to remove barriers to employment and ensure fair and inclusive hiring practices, such as reviewing job descriptions for bias, conducting inclusive hiring training for recruiters and hiring managers, and implementing structured interview processes.

Efforts will be made to ensure that recruitment and selection processes are transparent, equitable, and free from discrimination, allowing all candidates to compete on a level playing field.

By establishing SMART goals for increasing diversity and representation, setting targets for recruitment, hiring, retention, and advancement, and implementing targeted recruitment strategies, Solar Energy Solutions can advance its affirmative action objectives and create a more inclusive and equitable workplace environment. These efforts will not only support the organization's commitment to diversity and inclusion but also contribute to its overall success and sustainability.

### **Training and Development:**

#### Provision of Diversity and Inclusion Training Programs:

Solar Energy Solutions recognizes the importance of fostering awareness, sensitivity, and cultural competence among employees, managers, and recruiters. To achieve this, the organization will provide comprehensive diversity and inclusion training programs.

Training sessions will cover topics such as unconscious bias, microaggressions, inclusive leadership, cultural competency, and understanding privilege.

Training programs will be designed to engage participants in interactive discussions, case studies, and real-world scenarios to deepen their understanding of diversity and inclusion issues.

Specialized training will be provided to recruiters and hiring managers to ensure that they are equipped with the knowledge and skills necessary to conduct fair and inclusive recruitment and selection processes.

#### Development of Mentoring Programs:

Solar Energy Solutions will establish mentoring programs to support the professional growth and advancement of underrepresented employees.

Mentoring relationships will pair experienced employees (mentors) with less experienced employees (mentees) from underrepresented groups.

Mentors will provide guidance, support, and career advice to mentees, helping them navigate their career paths, develop new skills, and overcome obstacles.

Mentoring programs will be structured to provide opportunities for mentees to build their networks, gain exposure to new opportunities, and develop leadership competencies.

#### Career Development Initiatives:

Solar Energy Solutions will implement career development initiatives aimed at enhancing the skills, knowledge, and competencies of underrepresented employees.

Development opportunities may include access to training programs, workshops, seminars, conferences, and educational resources.

Employees from underrepresented groups will be encouraged to participate in leadership development programs, succession planning initiatives, and stretch assignments to prepare them for future advancement opportunities.

Career development plans will be tailored to the individual needs and aspirations of employees, providing them with the support and resources they need to achieve their professional goals.

#### Evaluation and Continuous Improvement:

Solar Energy Solutions will regularly evaluate the effectiveness of its diversity and inclusion training programs, mentoring initiatives, and career development efforts.

Feedback from participants will be collected through surveys, focus groups, and one-on-one discussions to assess the impact of training and development initiatives.

Based on evaluation findings, adjustments will be made to training content, program structure, and delivery methods to ensure that they remain relevant, engaging, and impactful.

By providing comprehensive diversity and inclusion training programs, establishing mentoring programs, and implementing career development initiatives, Solar Energy Solutions can support the professional growth and advancement of underrepresented employees, foster an inclusive workplace culture, and create opportunities for all employees to succeed and thrive. These efforts will not only benefit individual employees but also contribute to the overall success and sustainability of the organization.

#### **Monitoring and Reporting:**

Solar Energy Solutions will establish procedures for regularly monitoring and evaluating the effectiveness of the Affirmative Action Plan (AAP).

HR personnel will conduct ongoing assessments to track progress toward achieving diversity goals outlined in the AAP.

Evaluation criteria may include workforce demographics, hiring and promotion rates for underrepresented groups, retention rates, and participation in training and development programs.

Regular reviews will be conducted to assess the impact of diversity initiatives, identify areas for improvement, and make necessary adjustments to the AAP.

#### **Documentation of Data Collection Methods and Metrics:**

Solar Energy Solutions will document data collection methods, metrics, and reporting requirements to track progress toward achieving diversity goals.

HR will establish standardized procedures for collecting and analyzing workforce data, ensuring consistency and accuracy in reporting.

Metrics may include workforce demographics, applicant flow data, hiring and promotion rates, turnover rates, participation in training programs, and employee satisfaction surveys.

Data collection methods may include employee self-identification surveys, applicant tracking systems, HRIS reports, and other relevant sources of information.

**Preparation of Annual or Periodic Reports:**

HR will be responsible for preparing annual or periodic reports to senior management and regulatory agencies to demonstrate compliance with the AAP and progress toward diversity goals.

Reports will include comprehensive data analysis, trend analysis, and narrative summaries of key findings.

Reports will highlight achievements, challenges, and areas for improvement, along with action plans for addressing identified disparities.

Reports will be submitted to senior management for review and approval before being shared with regulatory agencies or other stakeholders as required.

**Continuous Improvement:**

Solar Energy Solutions is committed to continuous improvement in its diversity and inclusion efforts. Feedback from monitoring and reporting activities will be used to inform future decision-making and strategic planning.

HR will regularly review and update the AAP based on evaluation findings, emerging best practices, and changes in regulatory requirements.

Collaboration with internal stakeholders, employee resource groups, and external partners will be encouraged to gather input and perspectives on diversity initiatives and AAP implementation.

By establishing procedures for monitoring and reporting on the effectiveness of the AAP, documenting data collection methods and metrics, and preparing annual or periodic reports to senior management and regulatory agencies, Solar Energy Solutions can demonstrate its commitment to diversity, track progress toward achieving diversity goals, and continuously improve its efforts to foster an inclusive workplace culture. These monitoring and reporting activities are essential for ensuring transparency, accountability, and compliance with legal and regulatory requirements.

**Recordkeeping and Documentation:**

Establishment of Recordkeeping Procedures:

Solar Energy Solutions will establish robust recordkeeping procedures to maintain documentation related to recruitment, hiring, promotions, terminations, and other employment actions.

HR personnel will ensure that accurate and comprehensive records are maintained for each stage of the employment lifecycle, including job postings, applicant resumes, interview notes, employment offers, promotion decisions, performance evaluations, and termination documentation.

Records will be organized and stored in a secure and accessible manner to facilitate compliance with legal and regulatory requirements and facilitate auditing or reporting processes.

Retention of Records for Compliance:

Solar Energy Solutions will retain records required for compliance with legal and regulatory requirements related to affirmative action, equal employment opportunity, and non-discrimination.

HR will adhere to applicable laws and regulations governing record retention periods, ensuring that records are retained for the required duration and disposed of appropriately once no longer needed. Records will be retained in accordance with federal, state, and local laws, as well as any industry-specific regulations that may apply to Solar Energy Solutions' operations.

Review and Evaluation:

Schedule Regular Reviews and Evaluations of the AAP:

Solar Energy Solutions will schedule regular reviews and evaluations of the Affirmative Action Plan (AAP) to assess its effectiveness, identify areas for improvement, and make necessary adjustments. Reviews may be conducted on an annual basis or more frequently as needed, depending on changes in the organization's workforce, diversity initiatives, or regulatory requirements.

HR personnel, senior management, and other stakeholders will collaborate to conduct thorough assessments of the AAP's implementation, outcomes, and impact on diversity and inclusion efforts. Incorporation of Feedback from Employees, Stakeholders, and External Partners: Solar

Energy Solutions will incorporate feedback from employees, stakeholders, and external partners in the review process to gain diverse perspectives and insights.

Feedback may be gathered through surveys, focus groups, one-on-one interviews, or other forms of communication to solicit input on the effectiveness of diversity initiatives, barriers to inclusion, and opportunities for improvement.

HR will analyze feedback data, identify common themes or patterns, and use this information to inform decision-making and strategic planning related to AAP review and evaluation.

By establishing recordkeeping procedures to maintain documentation related to employment actions and retention of records for compliance, and scheduling regular reviews and evaluations of the AAP while incorporating feedback from employees, stakeholders, and external partners, Solar Energy Solutions can ensure transparency, accountability, and continuous improvement in its efforts to promote diversity, equity, and inclusion within the organization. These practices are essential for maintaining compliance with legal and regulatory requirements and fostering a workplace culture that values diversity and supports the success of all employees.

**Conclusion:**

Solar Energy Solutions reaffirms its unwavering commitment to diversity, equal opportunity, and continuous improvement. Throughout our organization, we recognize the inherent value of fostering a workplace culture that celebrates diversity and promotes inclusion at every level. Our dedication to these principles is not only a moral imperative but also a strategic imperative that drives innovation, enhances employee engagement, and strengthens our ability to serve our customers and communities effectively.

The Affirmative Action Plan (AAP) serves as a foundational framework for our diversity and inclusion efforts, guiding our actions and strategies to ensure that all individuals have equal access to opportunities for employment, advancement, and professional development. We are firmly committed to upholding the principles outlined in the AAP, including proactive measures to address disparities, eliminate barriers, and promote fairness and equity in our workforce practices.

At Solar Energy Solutions, we recognize that our diversity is our strength, and we embrace the richness of perspectives, experiences, and talents that each individual brings to our organization. We are dedicated to creating an environment where all employees feel valued, respected, and empowered to contribute their unique skills and perspectives. By fostering an inclusive workplace culture, we not only attract and retain top talent but also cultivate an environment where innovation flourishes and our business thrives.

As we move forward, Solar Energy Solutions remains steadfast in our commitment to diversity, equal opportunity, and continuous improvement. We will continue to evaluate our practices, measure our progress, and adapt our strategies to meet the evolving needs of our workforce and society. By working together, we can build a brighter future where diversity is celebrated, inclusion is the norm, and all individuals have the opportunity to reach their full potential.



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2026 Solar PV Installation at Police Sector West** 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 **March 10, 2026**. 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.

A pre-proposal conference has been scheduled for February 24, 2026, 2:00 pm, at 1795 Old Frankfort Pike, Lexington, KY.

***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.***

## **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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing shall in writing, affirm or withdraw the recommendation.

**SELECTION CRITERIA:**

The LFUCG’s Selection Committee shall consider the following factors when it evaluates the proposals received:

Company Profile / Experience	15 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	40 points
TOTAL	100 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 regarding this RFP shall be addressed through:**  
<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, Nick Bowman, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Nick Bowman and he/she is the individual submitting the proposal or is the authorized representative of Solar Energy Solutions, 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 Central Purchasing 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."

**Continued on next page**

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.

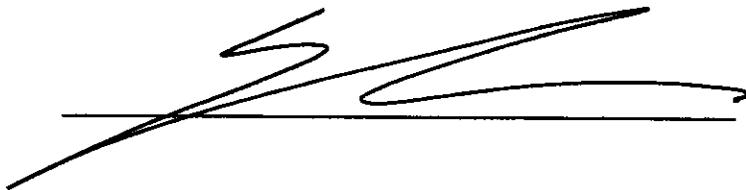
8. Proposer will comply with all registration requirements as a contractor where required by Section 5-85 of the Code of Ordinances of the Lexington-Fayette Urban County Government. Proposer will utilize as subcontractors on the contract only contractors who are registered as required by Section 5-85 of the Code of Ordinances. Proposer will maintain a "current" status with regard to all contractor registration requirements during the life of the contract and will ensure that all subcontractors maintain a "current" status with regard to all contractor registration requirements during the life of the contract. Proposer has authorized the Division of Procurement to verify the registration of Bidder and Bidder's subcontractors with the Division of Building Inspection.

Further, Affiant sayeth naught.

\_\_\_\_\_  
STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Nick Bowman on this the 9th day  
of March, 2016.

My Commission expires: 2/8/27

  
\_\_\_\_\_

**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.*



\_\_\_\_\_  
Signature

Solar Energy Solutions

\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Solar Energy Solutions

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	5	3	2													3	2
Professionals	8	7	1													7	1
Superintendents	11	10	1													10	1
Supervisors	0																
Foremen	0																
Technicians	3	2								1						3	
Protective Service	0																
Para-Professionals	0																
Office/Clerical	0																
Skilled Craft	29	23		3		2				1						29	
Service/Maintenance																	
<b>Total:</b>	<b>56</b>															<b>52</b>	<b>4</b>

Prepared by: Nick Bowman

Date: 03 / 08 / 2026

*(Name and Title)*

*Revised 2015-Dec-15*

**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**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: Solar Energy Solutions

Complete Address: 1038 Brentwood Ct. B, Lexington 40511  
Street City Zip

Contact Name: Nick Bowman Title: Estimating and Proposal Manager

Telephone Number: (859) 618-4849 Fax Number: \_\_\_\_\_

Email address: NickB@sesre.com



# LEXINGTON

## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD  
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 (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

***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. Black American, Asian American, Hispanic American, Native American)

***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 Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)

Kentucky Minority and Women Business Enterprise (MWBE)

Women’s Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

National Minority Supplier Development Council (NMSDC)

Tri-State Minority Supplier Development Council (TSMSSDC)

U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP-4-2026

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

Solar Energy Solutions

**Company**

03/08/2026

**Date**

Nick Bowman

**Company Representative**

Estimating and Proposal Manager

**Title**



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # RFP-4-2026

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 the Division of 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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. N/A					
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.

Solar Energy Solutions

**Company**

03/08/2026

**Date**

Nick Bowman

**Company Representative**

Estimating and Proposal Manager

**Title**



# LEXINGTON

## DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
  - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

# ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

<b>Proposer Name:</b>	<u>Solar Energy Solutions</u>	<b>Date:</b>	<u>03/08/2026</u>
<b>Project Name:</b>	<u>Police Sector West Solar PV</u>	<b>Project Number:</b>	<u>RFP-04-2026</u>
<b>Contact Name:</b>	<u>Nick Bowman</u>	<b>Telephone:</b>	<u>(859) 618-4849</u>
<b>Email:</b>	<u>NickB@sesre.com</u>		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

n/a

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes  No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  (Click or tap here to enter text.)

In the interest of ensuring a competitive quote and staying within timeline expectations, SES would typically avoid involving other firms. If MWDBE participating is desired for this project, SES can arrange a scope of work to be performed by others for an additional administrative fee

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

 (Click or tap here to enter text.)

n/a

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

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.

Solar Energy Solutions

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**Company**

03/08/2026

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**Date**

Nick Bowman

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**Company Representative**

Estimating and Proposal Manager

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**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

03/08/2026  
\_\_\_\_\_  
Date

**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.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

**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
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

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. 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.
- d. 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.

## SCOPE OF WORK

### **Location**

1795 Old Frankfort Pike, Police Sector West

### **Introduction**

LFUCG is soliciting proposals from qualified solar PV providers to design and install a ballasted solar photovoltaic system at Police Sector West. Respondents must demonstrate 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**

Total capacity of the system shall be no less than 23 kW-dc and not exceed 30 kW-dc. A nominal layout is shown in **Figure 01**.

Racking components shall not obstruct drainage to the roof drains. Roof drains shall be visible and accessible for maintenance.

The installed system shall not invalidate the existing JOHNS MANVILLE roof guarantee. Required modifications shall be performed by a JOHNS MANVILLE approved roofing contractor, including all documentation and any necessary inspections. Refer to attached files **Roof Overburden Form.pdf** and **Roof Guarantee Sample.pdf**

The distributed load imparted by the system under design conditions shall not exceed six and a half (6.5) pounds per square foot. A detailed load analysis is required as part of the Technical Approach.

Ballast block shall conform to ASTM C90 and ASTM C1884.

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

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.

Each module shall have a dedicated optimizer.

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). Lists 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, the interface must show the status of each module and inverter(s) and allow the download of aggregate power data in increments not greater than one hour. The interface shall be provided at no cost to LFUCG for a period of at least three (3) years.

No cables shall contact the roof surface. Racking solutions shall include raceways for DC wire management. All cable ties shall be made of polyvinylidene fluoride (PVDF) with a rated service life of at least 25 years.

Exterior conduit shall be liquid tight and any flexible lengths shall not exceed 24 inches.

### **Contractor Requirements**

#### *--- Prior to Construction*

The Contractor is responsible for all permitting related to the design and installation of the system, including interconnection agreements with the utility.

Contractor shall submit to Owner the roofing contractor's proposal for maintaining the roof warranty, including all forms required.

The Contractor shall provide dimensioned drawings and technical specifications of the proposed system. The information must establish the physical layout of the system components relative to the building and document electrical conductor sizing and module capacity.

The Contractor shall provide the load analysis for the ballasted system including specifications for related components, e.g. ballast material, slip sheets, etc.

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

#### *--- During Construction*

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

The Contractor shall utilize an approved JOHNS MANVILLE roofing contractor to perform all necessary modifications to the roof to preserve the existing roof guarantee.

The Contractor is responsible for establishing communication between the inverter and the internet using an Ethernet cable, at the direction of LFUCG Information Technology.

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.

The Contractor shall notify LFUCG of any changes relative to the bid proposal. Such “change order” requests must be accepted by LFUCG in writing prior to installation. Changes made by the Contractor without acceptance are at risk to the Contractor.

#### *--- After Construction*

As a condition of full payment, the Contractor shall provide to LFUCG the following deliverables in PDF format:

- List of warranty expiration dates of all components under warranty,
- Operations and maintenance manual,
- As-built electrical drawings, and
- As-built solar performance model, and
- Roof Warranty documentation.

After 30 days of operation, the Contractor shall review generation data and provide a report to LFUCG to affirm that system output is meeting expectations.

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

#### **Design Guidance**

The racking system will need to accommodate elevation differences due to the presence of roof crickets (for drainage). **Figure 01** provides a recommended layout relative to roof drains. Letter “e” is the location of an electrical conduit penetration reserved for solar.

The height of the parapet is 24 inches.

Three-phase electrical service is provided by Kentucky Utilities. 15-minute interval data is available in attached file **Usage\_15min.csv**

#### **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 2024,

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
- Optimizer specifications
- Racking specifications
- For ballasted systems, load analysis documenting the geometry of the system relative to the roof and the weight of individual components. The analysis must specify the design criteria (e.g. snow, wind, seismic) used to determine the distributed load of the system
- Line diagram for dc/ac wiring showing component path from modules to point of interconnection
- 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>

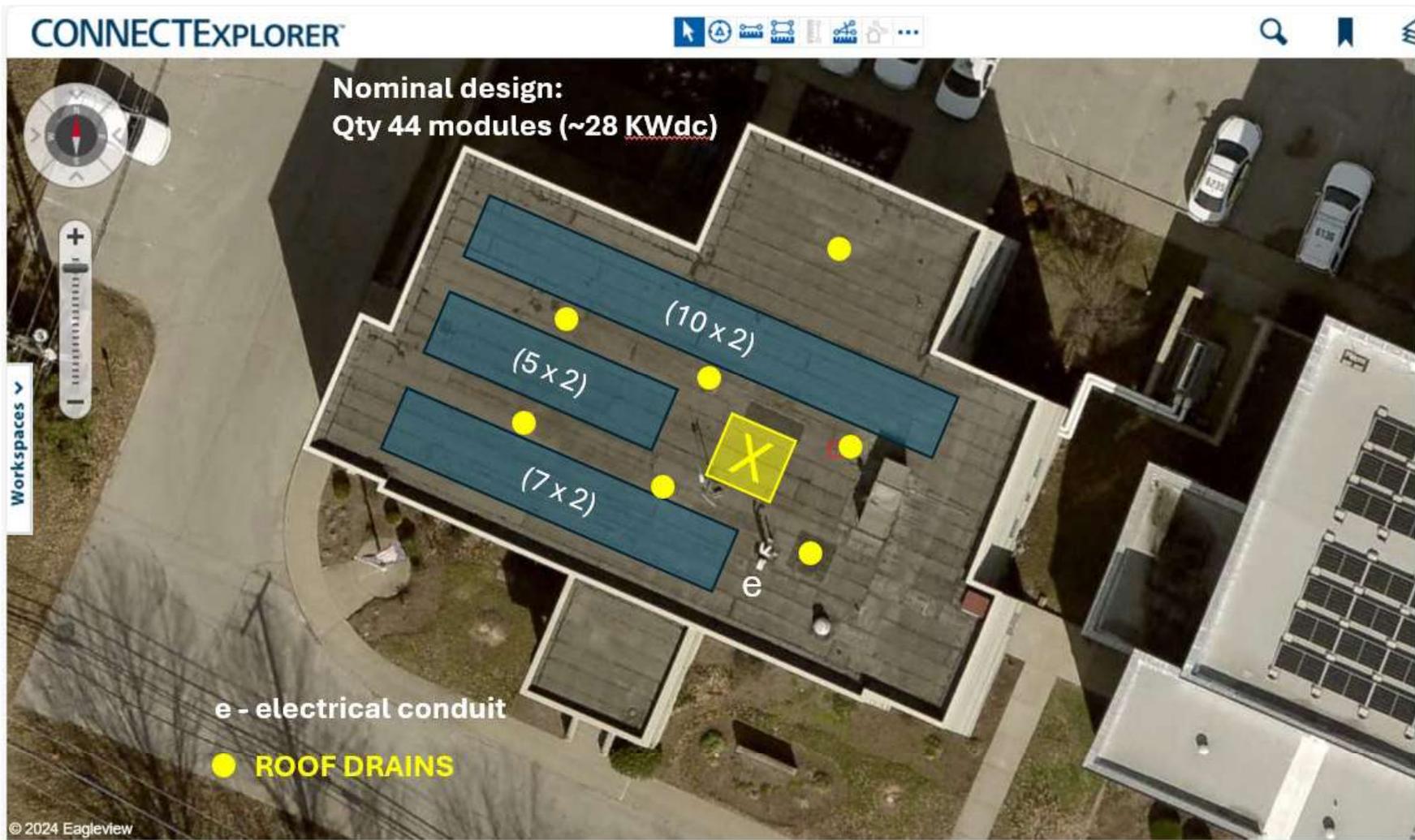


Figure 01

## RFP 4-2026 Price Proposal Form Solar PV Installation

<b>1795 Old Frankfort Pike, Police Sector West</b>	
Array Modules	\$ 6,557.85
Inverter(s) & Monitoring System	\$ 4,449.20
Electrical & Wiring Materials	\$ 1,483.30
Racking & Ballast Materials	\$ 8,047.69
Labor	\$26,902.66
Roof Warranty Requirements (foot pads, slip sheets, etc)	\$ (included in racking)
Other w/ Description Equipment rental, disposal costs, BOS	\$ 4,000.00
Owner Allowance (mandatory)	\$3,000
<b>TOTAL</b>	<b>\$ 54,440.70</b>

Nick Bowman

---

Printed Name of Authorized Representative

Estimating and Proposal Manager

---

Title of Authorized Representative

*Nick Bowman*

---

Signature of Authorized Representative

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
PROCUREMENT

**ADDENDUM #1**

RFP Number: #4-2026

Date: February 26, 2026

Subject: Solar PV Installation at Police Sector West

Address inquiries to:  
Sondra Stone  
(859) 258-3320  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

1. See attached pre-proposal sign-in sheet.
2. Supplemental information related to the JOHNS MANVILLE roof guarantee is provided in the attached file **Johns Manville Guarantee.pdf**.
3. The installed system shall not invalidate the existing KINGSPAN insulated panel warranty. Any modifications to the panels, if necessary, shall be performed by a KINGSPAN approved contractor, including all documentation and any necessary inspections. For questions, contact Andy McIntyre, Regional Sales Manager, Kingspan Insulated Panels, 614-444-0110 (office), 740-400-9365 (mobile), [andy.mcintyre@kingspan.com](mailto:andy.mcintyre@kingspan.com). Refer to the attached file **Kingspan Warranty.pdf**.



- 4. LFUCG will provide a penetration between the basement and Floor 1 and a penetration between Floor 1 and Floor 2 for electrical line runs. The penetrations will be three (3) inches in diameter, minimum.



Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Solar Energy Solutions

ADDRESS: 1038 Brentwood Ct B. Lexington, Ky 40511

SIGNATURE OF BIDDER: 



**SIGN-IN SHEET**

**Pre-Proposal Meeting #4-2026 Solar PV Installation at Police Sector West**  
**February 24, 2026 @ 2:00 pm**

Representative	Company Name	DBE/MBE/WBE/ Veteran	Phone#	Email Address
Sondra Stone	LFUCG		859-258-3320	<a href="mailto:stone@lexingtonky.gov">stone@lexingtonky.gov</a>
Sherita Miller	LFUCG		859-258-3320	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>
James Bush	LFUCG, Env Services		859-425-2879	<a href="mailto:jbush@lexingtonky.gov">jbush@lexingtonky.gov</a>
Adeel Azeem	LFUCG, Env Services		859-425-2806	<a href="mailto:aazeem@lexingtonky.gov">aazeem@lexingtonky.gov</a> ✓
Tyson S. e. Arce	LFUCG CPD		855 472 7266	TEARORR@LEXINGTON POLICE.KY.GOV
DAVE MADDA	LFUCG FAC.			DMADDA@LEXINGTONKY.GOV
Nathan Mann	Mann Solar		859-428-7292	nathandmannsolar.com
LOLY WOOD	LFUCG General services		859-285-7740	wood@lexingtonky.gov
JASON JOHNSON	Calhoun Construction		850 450 7650	jason.johnson@calhounconstruction.com
MIKE BOWMAN	Solar Energy Solutions		859-618-4844	MIKEB@SESRE.COM
KYLE M SCAZZY	'' '' ''		859 338-3857	KYLEM@SESRE.COM
Josh Frederick	Southern Solar & Electrical Contracting		502-387-2630	josh.fredrick@sselky.com
MIKE SASSER	Southern Select Electrical Contracting		502-936 8341	MIKE.SASSER@SSSELKY.COM

construct.com



## LIMITED PAINT FINISH WARRANTY

1. Kingspan Insulated Panels Inc., or Kingspan Insulated Panels Ltd. for projects located in Canada (hereinafter referred to as “Kingspan”) severally warrant to the Owner whose name appears on Exhibit A (the “Owner”) that, subject to the terms, conditions and limitations set forth herein, for the time periods indicated below (see checkmark denoting applicable paint finish) from: **(a) the Substantial Completion Date identified on Exhibit A** (the “Warranty Period”), that the paint finish on the exterior of the insulated panels supplied by Kingspan (collectively, the “Product”) will be free from defects in material and workmanship under normal use and service.

Applicable paint finish covered under this warranty:

✓	Fluropon® / Illumipon™ - <b>Arabian Blue 436B2550</b>
✓	Fluropon® Classic II / Fluropon® Classic - <b>Silver Grey 439Z11278MD, Medium Grey 439Z11077MD</b>
	Flurothane®
	Flurothane® Coastal
	WeatherXL™

a. Film Integrity:

- i. Fluropon®, Illumipon™, Fluropon® Classic II, Fluropon® Classic, Flurothane®, Flurothane® Coastal, WeatherXL™: Will not exhibit cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation for a period of 20 Years.

b. Chalking:

- i. Fluropon®, Illumipon™, Fluropon® Classic II, Fluropon® Classic, Flurothane®, Flurothane® Coastal: Will not chalk in excess of ASTM D-4214 method A number 8 rating when properly maintained for a period of 20 Years.
- ii. WeatherXL™: Will not chalk in excess of ASTM D-4214 method A number 6 rating on roof panels and a number 8 rating on wall panels, when properly maintained for a period of 20 Years.

c. Color Fade:

- i. Fluropon®, Illumipon™, Fluropon® Classic II, Fluropon® Classic, Flurothane®, Flurothane® Coastal: Will not exhibit color change more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244 for a period of 20 Years.
- ii. WeatherXL™ : Will not exhibit color change more than seven (7.0) Hunter delta-E units on roof panels and five (5.0) Hunter delta-E units on wall panels as determined by ASTM method D-2244 for a period of 20 Years.



- A. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface.
  - B. Minute fracturing which may occur in proper fabrication of panels and panel components is not a warranted condition. Failure due to substrate corrosion is not a covered Warranty Condition. It is acknowledged and accepted by Owner that color changes may not be uniform on surfaces that are not equally exposed to the sun and elements, and Kingspan does not warrant that color changes will be uniform.
2. The Customer whose name appears on Exhibit A, as applicable, shall be solely responsible for notifying Kingspan of the Substantial Completion Date within 30 days of substantial completion of the Project identified on Exhibit A.
3. As used herein, “Warrantor” shall refer to the party responsible for warranty work under the terms of this Limited Warranty. This warranty applies only to buildings whereas the panel face is installed on the outside of the building and is exposed to the exterior environment. Panel faces exposed to the interior of the building are not warranted under this agreement. Gutter assemblies and gutter components of any kind are excluded from this Limited Warranty.
4. Oral statements made by Warrantor or its representatives and written descriptions of the Product other than as set forth in this Limited Warranty do not constitute a warranty on behalf of Warrantor.
5. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, WARRANTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE HEREBY WAIVED.
6. The limited warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of a failure to meet any of the following conditions:
  - a. The Product must:
    - i. have been paid for in full, including without limitation payment of the full contract price for all work performed and materials furnished;
    - ii. have been stored, handled and installed in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation all Kingspan technical documents in all respects, but particularly in relation to design loads, supporting spans, fastener spacing and type, detail installation design and fixing, and generally accepted industry standards, including without limitation SMACNA principles for sheet metal practices;



- iii. have been used, and maintained both inside and outside, including without limitation periodically cleaning the Product to remove debris, silt and other contaminants and obstructions to flow of runoff, in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation maintenance guidelines, and generally accepted industry standards;
- iv. Fluorothane® Coastal Paint Finish “Product”, Owner shall perform a “sweet water” / fresh tap water rinse twice a year, or more frequent, to avoid salt residue accumulation in accordance with AAMA 610.1.1979. The product must not be cleaned with abrasive or chemical cleaners. Owner shall maintain records of the maintenance.
- v. not have been altered or repaired, including without limitation changing the factory finished color by any means, such as adhering a membrane to the facing, performing any touch-up paint or overpaint on the Product before, during or after installation, installing the Product with any accessories or by any means not approved in writing by Kingspan, placing or attaching structures, fixtures or utilities upon or to Product, installing vents or manual perforations or penetrations such as skylights or solar panels or adding or relocating curb units, smoke hatches, HVAC units, electrical or pipe penetrations or ventilators;
- vi. not have been damaged:
  - A. due to accident, neglect, negligence, misuse, aggressive cleaning products, or improper installation, and specifically including without limitation, vandalism, foot traffic and falling objects;
  - B. by natural disaster or casualty, including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, flood, other act of God, or by fire;
  - C. due to any atmospheric conditions not in compliance with the established air quality standards set forth in the U.S. Clean Air Act, or any and all other applicable laws of any federal, provincial, state, municipal or local governmental body;
  - D. by chemical conditions, animals, animal waste, insects, or other conditions, including without limitation, exposure to continuous temperatures howsoever caused greater than 180°F / 82°C and exposure to materials with advance corrosion;



- E. as a result of (y) structural failures, including without limitation, settling or shifting of the building, or (z) loss of integrity of the building envelope or structure, including without limitation, losses of integrity due to windows, doors, ventilators, HVAC units, louvers, electrical, pipe, fasteners or any other penetrations;
  - F. due to standing water (ponding or pooling) with particular reference to protective finish of roof panels or inadequately sealed overlaps allowing retention of water or other contaminants;
  - G. due to corrosion of any sort, including without limitation, corrosion resulting from drainage, roof top equipment, leaky gutters, exposure to marine (salt water) atmosphere (i., listed below, denotes a finish exception to this clause), atmospheric contaminants or contaminants generated inside the building, including moisture build-up due to inadequate or poor ventilation of interior;
    - i. Flurothane® Coastal Paint Finish “Product” is warranted for installation on property located within 1,500 or fewer feet from a marine (salt water) atmospheric environment. Flurothane® Coastal is the only approved paint finish for Product installed in a Saline water (salt water), Marine water (seawater), including Coastal, Brackish, and Brine water environments.
  - H. due to movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Product unless such components are an integral part of the Product and designated by Kingspan as a part of the Product purchased by Owner, or deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials;
  - I. Staining caused by water damage and/or condensation; or
  - J. Due to areas sheltered from periodic washing by natural rainfall or man-made fresh water rinse.
- b. Warrantor does not warrant the compatibility of the Product with any product manufactured by any third party.
  - c. Owner must have ensured that the design of the building structure, materials, and controls supporting the Product are adequate for their purpose and properly constructed. Owner acknowledges that any shop drawings prepared by Kingspan may not represent as built conditions. Site conditions not in accordance with Kingspan shop drawings and written installation instructions are expressly excluded from this Limited Warranty.



- d. Owner must have notified (i) the Plant Manager at the Kingspan Plant Location identified on Exhibit A of any claim under this Limited Warranty in writing within 30 days of the date Owner discovers, or should have discovered, the issue giving rise to the claim. To be valid, all claims must identify (A) the Kingspan Order Number identified on Exhibit A, (B) the applicable Last Delivery Date identified on Exhibit A, and (C) date of installation of the Product and components, and be made within the Warranty Period. If Warrantor determines that an investigation of the claim is necessary, the claimant must allow free and full access to the building and property during regular business hours, including the right to take photographs and samples as determined by Warrantor. Owner agrees to reimburse Kingspan for all investigation costs incurred by Kingspan for claims made by Owner which are determined not to be valid hereunder.
7. If the Product is the subject of a valid warranty claim in accordance with this Limited Warranty, Warrantor will, at its sole option: (i) refinishing the defective panels; or (ii) reimbursement for the cost of refinishing the panels exhibiting defective paint finish, provided however, that such repair obligation be limited to the actual cost of the warranty repair work, and in no event shall be more than the original cost of the material supplied by Kingspan. Refinishing must be performed by Kingspan or a Kingspan approved contractor, using standard finishing practices and materials approved by Kingspan. Kingspan reserves the right to approve any contract for such refinishing. The Warranty Period for any refinished panels shall be limited to the unexpired warranty period for the originally supplied panels. Should the Product covered under this Limited Warranty be discontinued, Kingspan reserves the right to substitute a finish of equal quality and price at its sole discretion. Owner hereby acknowledges and agrees that normal exposure to the elements may preclude a perfect color match between the original and replacement finish. The remedy set forth in this Section 7 is the sole and exclusive remedy for any claim based on the Product's failure to meet this Limited Warranty.
8. IN NO EVENT WILL WARRANTOR'S LIABILITY EXCEED THE ORIGINAL COST OF THE MATERIAL SUPPLIED BY KINGSPAN FOR THE DEFECTIVE PRODUCT. WARRANTOR WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTOR WILL NOT BE LIABLE FOR DAMAGES TO THE STRUCTURE OF THE BUILDING, DAMAGES TO THE CONTENTS IN THE BUILDING, INCREMENTAL HEATING OR COOLING COSTS, OR DAMAGES TO ANY OTHER PROPERTY OR PERSONS.
9. This Limited Warranty applies only to Projects in any state within the United States (including Washington D.C., but excluding Hawaii), and Projects in Canada.
10. This Limited Warranty is issued to the owner of the Project on which the Product is installed at the time of installation. This Limited Warranty is non-transferable and non-assignable. No rights against the Warrantor shall be created by any transfer or assignment. Owner or its agents or representatives shall not claim, represent, or imply nor permit its customers, distributors, applications, or contractors to claim, represent or imply that this warranty extends or is available to



- parties other than Owner. Owner shall cause any party to cease and desist of any such misrepresentations. This condition shall constitute a material term of this Limited Warranty and its violation by Owner shall excuse the Warrantor from its obligations hereunder.
11. Any failure of Warrantor to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.
  12. The parties acknowledge that they have requested that this Limited Warranty and all documents relating hereto be drawn up in the English language, and the English language shall prevail. Les parties reconnaissent qu'elles ont exigés que les présentes conditions de ventes et tous documents qui y sont afférents soient rédigés en langue anglaise et le langue anglaise prédominera.
  13. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.
  14. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Florida, except for projects located in Canada which shall be governed by the laws of the Province of Ontario, in each case without regard to the laws of such jurisdiction relating to conflicts of laws.
  15. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted.
  16. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
  17. This Limited Warranty is effective only once this document has been signed and dated by a Kingspan representative.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Warranty as of the date listed below.

KINGSPAN:

Kingspan Insulated Panels Inc.

By: *Nikol Davis*

Name: Nikol Davis

Title: Technical Services Project Manager

Date: February 5, 2026



EXHIBIT A

<b>Document Date:</b> February 5, 2026	<b>Project:</b> Police Roll Call
<b>Substantial Completion Date:</b> January 23, 2026	<b>Address:</b> 1795 Old Frankfort Pike <b>City/Region:</b> Lexington, KY 40504
<b>Owner:</b> Lexington-Fayette Urban County Government <b>Address:</b> 200 E Main St. <b>City/Region:</b> Lexington, KY 40507	<b>Customer:</b> Norrenbrock Co (KY)  <b>Address:</b> 18010 Meeting House Rd. <b>City/Region:</b> Fisherville, KY 40023-8710

This Limited Paint Finish Warranty (“Limited Warranty”) shall apply to:

Item	Kingspan Order Number	Product	Kingspan Plant Location	Last Delivery Date
1.	1000106891	Vale™ Wall Panel - Exterior Finish Silver Grey 439Z11278MD	Columbus	7/2/2025
2.	1000106917	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	6/2/2025
3.	1000106917	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	6/23/2025
4.	1000106917	BENCHMARK Designwall 2000 - Exterior Finish Arabian Blue 436B2550	Columbus	6/2/2025
5.	1000111789	BENCHMARK Designwall 2000 - Exterior Finish Arabian Blue 436B2550	Columbus	8/18/2025
6.	1000114014	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	11/3/2025
7.	1000114953	BENCHMARK Designwall 2000 - Exterior Finish Medium Grey 439Z11077MD	Columbus	12/3/2025

**Deland Plant** | 726 Summerhill Drive | Deland | FL 32724 | US 386-626-6789  
**Modesto Plant** | 2000 Morgan Road | Modesto | CA 95358 | US 209-531-9091  
**Columbus Plant** | 720 Marion Road | Columbus | OH 43207 | US 614-444-0110  
**Langley Plant** | 5202-272<sup>nd</sup> Street | Langley | BC V4W 1S3 | CA 604-607-1101  
**Caledon Plant** | 12557 Coleraine Drive | ON L7E 3B5 | CA 905-951-5600  
[www.kingspanpanels.us](http://www.kingspanpanels.us)  
[www.kingspanpanels.ca](http://www.kingspanpanels.ca)



### **LIMITED PANEL WARRANTY**

1. Kingspan Insulated Panels Inc., or Kingspan Insulated Panels Ltd. for projects located in Canada (hereinafter referred to as “Kingspan”) severally warrant to the Owner whose name appears on Exhibit A (the “Owner”) that, subject to the terms, conditions and limitations set forth herein, for a period of [ 2 ] years from: **(a) the Substantial Completion Date identified on Exhibit A** (the “Warranty Period”), the insulated panels supplied by Kingspan (collectively, the “Product”) will be free from defects in material and workmanship under normal use and service. The Product, if properly installed, will not show evidence of excessive deflection or delamination under conditions within panel design limits determined by Kingspan. The Customer whose name appears on Exhibit A, as applicable, shall be solely responsible for notifying Kingspan of the Substantial Completion Date within 30 days of substantial completion of the Project identified on Exhibit A.
2. As used herein, “Warrantor” shall refer to the party responsible for warranty work under the terms of this Limited Warranty. Gutter assemblies and gutter components of any kind are excluded from this Limited Warranty.
3. Oral statements made by Warrantor or its representatives and written descriptions of the Product other than as set forth in this Limited Warranty do not constitute a warranty on behalf of Warrantor.
4. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, WARRANTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE HEREBY WAIVED.



5. The limited warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of a failure to meet any of the following conditions:
- a. The Product must:
    - i. have been paid for in full, including without limitation payment of the full contract price for all work performed and materials furnished;
    - ii. have been stored, handled and installed in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation all Kingspan technical documents in all respects, but particularly in relation to design loads, supporting spans, fastener spacing and type, detail installation design and fixing, and generally accepted industry standards, including without limitation SMACNA principles for sheet metal practices;
    - iii. have been used and maintained, including without limitation periodically cleaning the Product to remove debris, silt and other contaminants and obstructions to flow of runoff, and maintaining and replacing caulking and sealing materials, in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation maintenance guidelines, and generally accepted industry standards;
    - iv. not have been altered or repaired, including without limitation changing the factory finished color by any means, such as adhering a membrane to the facing, performing any touch-up paint or overpaint on the Product before, during or after installation, installing the Product with any accessories or by any means not approved in writing by Kingspan, placing or attaching structures, fixtures or utilities upon or to Product, installing vents or manual perforations or penetrations such as skylights or solar panels or adding or relocating curb units, smoke hatches, HVAC units, electrical or pipe penetrations or ventilators;



- v. not have been damaged:
- A. due to accident, neglect, negligence, misuse or improper installation, and specifically including without limitation, vandalism, foot traffic and falling objects;
  - B. by natural disaster or casualty, including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, flood, other act of God, or by fire;
  - C. due to any atmospheric conditions not in compliance with the established air quality standards set forth in the U.S. Clean Air Act, or any and all other applicable laws of any federal, provincial, state, municipal or local governmental body;
  - D. by chemical conditions, animals, insects, or other conditions, including without limitation, exposure to continuous temperatures howsoever caused greater than 180°F / 82°C and exposure to materials with advance corrosion;
  - E. as a result of (y) structural failures, including without limitation, settling or shifting of the building, or (z) loss of integrity of the building envelope or structure, including without limitation, losses of integrity due to windows, doors, ventilators, HVAC units, louvers, electrical, pipe, fasteners or any other penetrations;
  - F. due to standing water (ponding or pooling) with particular reference to protective finish of roof panels or inadequately sealed overlaps allowing retention of water or other contaminants;
  - G. due to corrosion of any sort, including without limitation, corrosion resulting from drainage, roof top equipment, leaky gutters, exposure to marine (salt water) atmosphere, atmospheric contaminants or contaminants generated inside the building, including moisture build-up due to inadequate or poor ventilation of interior; or
  - H. due to movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Product unless such components are an integral part of the Product and designated by Kingspan as a part of the Product purchased by Owner, or deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials.



- b. Warrantor does not warrant the compatibility of the Product with any product manufactured by any third party.
  - c. Owner must have ensured that the design of the building structure, materials, and controls supporting the Product are adequate for their purpose and properly constructed. Owner acknowledges that any shop drawings prepared by Kingspan may not represent as built conditions. Site conditions not in accordance with Kingspan shop drawings and written installation instructions are expressly excluded from this Limited Warranty.
  - d. Owner must have notified (i) the Plant Manager at the Kingspan Plant Location identified on Exhibit A of any claim under this Limited Warranty in writing within 30 days of the date Owner discovers, or should have discovered, the issue giving rise to the claim. To be valid, all claims must identify (A) the Kingspan Order Number identified on Exhibit A, (B) the applicable Last Delivery Date identified on Exhibit A, and (C) date of installation of the Product and components, and be made within the Warranty Period. If Warrantor determines that an investigation of the claim is necessary, the claimant must allow free and full access to the building and property during regular business hours, including the right to take photographs and samples as determined by Warrantor. Owner agrees to reimburse Kingspan for all investigation costs incurred by Kingspan for claims made by Owner which are determined not to be valid hereunder.
6. If the Product is the subject of a valid warranty claim in accordance with this Limited Warranty, Warrantor will, at its sole option: (i) replace the defective panels or refund the purchase price paid to Kingspan for the defective panels; or (ii) repair the defective panels, provided however, that such repair obligation be limited to the cost of material and labor only. The Warranty Period for any repaired or replaced panels shall be limited to the unexpired warranty period for the originally supplied panels. Should the Product covered under this Limited Warranty be discontinued, Kingspan reserves the right to substitute a product of equal quality or price at its sole discretion. Owner hereby acknowledges and agrees that normal exposure to the elements may preclude a perfect color match between the original and replacement material. The remedy set forth in this Section 6 is the sole and exclusive remedy for any claim based on the Product's failure to meet this Limited Warranty.



7. IN NO EVENT WILL WARRANTOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID TO KINGSPAN FOR THE DEFECTIVE PRODUCT. WARRANTOR WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTOR WILL NOT BE LIABLE FOR DAMAGES TO THE STRUCTURE OF THE BUILDING, DAMAGES TO THE CONTENTS IN THE BUILDING, INCREMENTAL HEATING OR COOLING COSTS, OR DAMAGES TO ANY OTHER PROPERTY OR PERSONS.
8. This Limited Warranty applies only to Projects in any state within the United States (including Washington D.C., but excluding Hawaii), and Projects in Canada.
9. This Limited Warranty is issued to the owner of the Project on which the Product is installed at the time of installation. This Limited Warranty is non-transferable and non-assignable. No rights against the Warrantor shall be created by any transfer or assignment. Owner or its agents or representatives shall not claim, represent, or imply nor permit its customers, distributors, applications, or contractors to claim, represent or imply that this warranty extends or is available to parties other than Owner. Owner shall cause any party to cease and desist of any such misrepresentations. This condition shall constitute a material term of this Limited Warranty and its violation by Owner shall excuse the Warrantor from its obligations hereunder.
10. Any failure of Warrantor to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.
11. The parties acknowledge that they have requested that this Limited Warranty and all documents relating hereto be drawn up in the English language, and the English language shall prevail. Les parties reconnaissent qu'elles ont exigés que les présentes conditions de ventes et tous documents qui y sont afférents soient rédigés en langue anglaise et le langue anglaise prédominera.
12. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.



13. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Florida, except for projects located in Canada which shall be governed by the laws of the Province of Ontario, in each case without regard to the laws of such jurisdiction relating to conflicts of laws.
14. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted.
15. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
16. This Limited Warranty is effective only once this document has been signed and dated by a Kingspan representative.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Warranty as of the date listed below.

KINGSPAN:

Kingspan Insulated Panels Inc.

By: *Nikol Davis*

Name: Nikol Davis

Title: Technical Services Project Manager

Date: February 5, 2026



EXHIBIT A

<b>Document Date:</b> February 5, 2026	<b>Project:</b> Police Roll Call
<b>Substantial Completion Date:</b> January 23, 2026	<b>Address:</b> 1795 Old Frankfort Pike <b>City/Region:</b> Lexington, KY 40504
<b>Owner:</b> Lexington-Fayette Urban County Government <b>Address:</b> 200 E Main St. <b>City/Region:</b> Lexington, KY 40507	<b>Customer:</b> Norrenbrock Co (KY) <b>Address:</b> 18010 Meeting House Rd. <b>City/Region:</b> Fishersville, KY 40023-8710

This Limited Panel Warranty (“Limited Warranty”) shall apply to:

Item	Kingspan Order Number	Product	Kingspan Plant Location	Last Delivery Date
1.	1000106891	Vale™ Wall Panel	Columbus	7/2/2025
2.	1000106917	BENCHMARK Designwall 2000	Columbus	6/2/2025
3.	1000106917	BENCHMARK Designwall 2000	Columbus	6/23/2025
4.	1000111789	BENCHMARK Designwall 2000	Columbus	8/18/2025
5.	1000114014	BENCHMARK Designwall 2000	Columbus	11/3/2025
6.	1000114953	BENCHMARK Designwall 2000	Columbus	12/3/2025

**Deland Plant** | 726 Summerhill Drive | Deland | FL 32724 | US 386-626-6789  
**Modesto Plant** | 2000 Morgan Road | Modesto | CA 95358 | US 209-531-9091  
**Columbus Plant** | 720 Marion Road | Columbus | OH 43207 | US 614-444-0110  
**Langley Plant** | 5202-272<sup>nd</sup> Street | Langley | BC V4W 1S3 | CA 604-607-1101  
**Caledon Plant** | 12557 Coleraine Drive | ON L7E 3B5 | CA 905-951-5600  
[www.kingspanpanels.us](http://www.kingspanpanels.us)  
[www.kingspanpanels.ca](http://www.kingspanpanels.ca)



### LIMITED WEATHERTIGHTNESS WARRANTY

1. Kingspan Insulated Panels Inc., or Kingspan Insulated Panels Ltd. for projects located in Canada (hereinafter referred to as “Kingspan”), and the Installer whose name appears on Exhibit A attached hereto (the “Installer”) severally warrant to the Owner whose name appears on Exhibit A (the “Owner”) that, subject to the terms, conditions and limitations set forth herein, for a period of [ 20 ] years from: **(a) the Substantial Completion Date identified on Exhibit A** (the “Warranty Period”), the Kingspan panel system and all ancillaries applicable only to weathertight installation supplied by Kingspan as part of the panel system (collectively, the “Product”) shall remain weathertight. The Installer or the Customer whose name appears on Exhibit A, as applicable, shall be solely responsible for notifying Kingspan of the Substantial Completion Date within 30 days of substantial completion of the Project identified on Exhibit A.
2. The Installer is solely responsible for: (a) all claims resulting from improper installation of the Product; (b) all claims relating to leaks, regardless of when such leaks first appear, caused by improper installation; and (c) all claims relating to leaks, regardless of cause, that manifest during the initial 24 months of the Warranty Period (the “24-Month Installer Warranty Period”). Owner shall be solely responsible for notifying Installer of all leaks discovered during the 24-Month Installer Warranty Period within 15 days of such discovery. The 24-Month Installer Warranty Period shall restart upon Installers receipt of proper written notice from Owner. Kingspan’s responsibility under this Limited Warranty shall take effect only at the conclusion of the Installer’s 24 month leak-free warranty responsibility period and shall apply only for leaks that first manifest after such period that do not result from improper installation or usage. As used herein, “Warrantor” shall refer to the party responsible for warranty work under the terms of this Limited Warranty. If the Installer’s business is no longer in existence, defaults or ceases to perform its duties under this Limited Warranty, then the Installer’s period of responsibility becomes the Owner’s. This warranty applies only to buildings whereas the panel is installed on the outside of the building and is exposed to the exterior environment. Panels, Panel faces exposed to the interior of the building are not warranted under this agreement. Gutter assemblies and gutter components of any kind are excluded from this Limited Warranty.
3. Oral statements made by Warrantor or its representatives and written descriptions of the Product other than as set forth in this Limited Warranty do not constitute a warranty on behalf of Warrantor.



4. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1, WARRANTOR MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE HEREBY WAIVED.
  
5. The limited warranty set forth in Section 1 is subject to the following limitations and conditions, and will be rendered null and void in the event of a failure to meet any of the following conditions:
  - a. The Product must:
    - i. have been paid for in full, including without limitation payment of the full contract price for all work performed and materials furnished;
    - ii. have been stored, handled and installed in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation all Kingspan technical documents in all respects, but particularly in relation to design loads, supporting spans, fastener spacing and type, detail installation design and fixing, and generally accepted industry standards, including without limitation SMACNA principles for sheet metal practices;
    - iii. have been used and maintained, including without limitation periodically cleaning the Product to remove debris, silt and other contaminants and obstructions to flow of runoff, and maintaining and replacing caulking and sealing materials, in strict accordance with applicable laws, instructions provided by Warrantor, including without limitation maintenance guidelines, and generally accepted industry standards;
    - iv. not have been altered or repaired, including without limitation changing the factory finished color by any means, such as adhering a membrane to the facing, performing any touch-up paint or overpaint on the Product before, during or after installation, installing the Product with any accessories or by any means not approved in writing by Kingspan, placing or attaching structures, fixtures or utilities upon or to Product, installing vents or manual perforations or penetrations such as skylights or solar panels or adding or relocating curb units, smoke hatches, HVAC units, electrical or pipe penetrations or ventilators;



- v. not have been damaged:
  - A. due to accident, neglect, negligence, misuse or improper installation, and specifically including without limitation, vandalism, foot traffic and falling objects;
  - B. by natural disaster or casualty, including without limitation, earthquake, lightning, hail, windstorm, hurricane, tornado, flood, other act of God, or by fire;
  - C. due to any atmospheric conditions not in compliance with the established air quality standards set forth in the U.S. Clean Air Act, or any and all other applicable laws of any federal, provincial, state, municipal or local governmental body;
  - D. by chemical conditions, animals, insects, or other conditions, including without limitation, exposure to continuous temperatures howsoever caused greater than 180°F / 82°C and exposure to materials with advance corrosion;
  - E. as a result of (y) structural failures, including without limitation, settling or shifting of the building, or (z) loss of integrity of the building envelope or structure, including without limitation, losses of integrity due to windows, doors, ventilators, HVAC units, louvers, electrical, pipe, fasteners or any other penetrations;
  - F. due to standing water (ponding or pooling) with particular reference to protective finish of roof panels or inadequately sealed overlaps allowing retention of water or other contaminants;
  - G. due to corrosion of any sort, including without limitation, corrosion resulting from drainage, roof top equipment, leaky gutters, exposure to marine (salt water) atmosphere, atmospheric contaminants or contaminants generated inside the building, including moisture build-up due to inadequate or poor ventilation of interior; or
  - H. due to movement or deterioration of metal components and/or dissimilar metals in direct contact with or adjacent to the Product unless such components are an integral part of the Product and designated by Kingspan as a part of the Product purchased by Owner, or deterioration caused by contact with wet, green or treated timber or due to direct or indirect contact with corrosive materials.



- b. Warrantor does not warrant the compatibility of the Product with any product manufactured by any third party.
  - c. Owner must have ensured that the design of the building structure, materials, and controls supporting the Product are adequate for their purpose and properly constructed. Owner acknowledges that any shop drawings prepared by Kingspan may not represent as built conditions. Site conditions not in accordance with Kingspan shop drawings and written installation instructions are expressly excluded from this Limited Warranty.
  - d. Owner must have notified (i) the Plant Manager at the Kingspan Plant Location identified on Exhibit A and (ii) the Installer identified on Exhibit A of any claim under this Limited Warranty in writing within 30 days of the date Owner discovers, or should have discovered, the issue giving rise to the claim. To be valid, all claims must identify (A) the Kingspan Order Number identified on Exhibit A, (B) the applicable Last Delivery Date identified on Exhibit A, and (C) date of installation of the Product and components, and be made within the Warranty Period. If Warrantor determines that an investigation of the claim is necessary, the claimant must allow free and full access to the building and property during regular business hours, including the right to take photographs and samples as determined by Warrantor. Owner agrees to reimburse Kingspan and Installer for all investigation costs incurred by Kingspan and Installer for claims made by Owner which are determined not to be valid hereunder.
6. If the Product is the subject of a valid warranty claim in accordance with this Limited Warranty, Warrantor will, at its sole option: (i) replace the defective panels or refund the purchase price paid to Kingspan for the defective panels; or (ii) repair the defective panels, provided however, that such repair obligation be limited to the cost of material and labor only. The Warranty Period for any repaired or replaced panels shall be limited to the unexpired warranty period for the originally supplied panels. Should the Product covered under this Limited Warranty be discontinued, Kingspan reserves the right to substitute a product of equal quality or price at its sole discretion. Owner hereby acknowledges and agrees that normal exposure to the elements may preclude a perfect color match between the original and replacement material. The remedy set forth in this Section 6 is the sole and exclusive remedy for any claim based on the Product's failure to meet this Limited Warranty.



7. IN NO EVENT WILL WARRANTOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID TO KINGSPAN FOR THE DEFECTIVE PRODUCT. WARRANTOR WILL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE PRODUCT OR ITS USE, WHETHER OR NOT FORSEEABLE AND WHETHER OR NOT WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WARRANTOR WILL NOT BE LIABLE FOR DAMAGES TO THE STRUCTURE OF THE BUILDING, DAMAGES TO THE CONTENTS IN THE BUILDING, INCREMENTAL HEATING OR COOLING COSTS, OR DAMAGES TO ANY OTHER PROPERTY OR PERSONS.
8. The Weathertightness Eligibility Requirements attached hereto as Exhibit B are herein incorporated and made a part of this Limited Warranty, subject to execution by both Owner and Installer.
9. This Limited Warranty applies only to Projects in any state within the United States (including Washington D.C., but excluding Hawaii), and Projects in Canada.
10. This Limited Warranty is issued to the owner of the Project on which the Product is installed at the time of installation. This Limited Warranty may only be transferred to a subsequent owner of the Project, within original Warranty Period, upon prior written approval and acceptance by the Installer and Kingspan. All costs to process a request to transfer this Limited Warranty will be paid for by the party requesting the transfer. No such transfer will be deemed or construed to extend the Warranty Period.
11. Any failure of Warrantor to enforce any terms and conditions set forth in this Limited Warranty shall not be deemed a waiver of such provision.
12. The parties acknowledge that they have requested that this Limited Warranty and all documents relating hereto be drawn up in the English language, and the English language shall prevail. Les parties reconnaissent qu'elles ont exigés que les présentes conditions de ventes et tous documents qui y sont afférents soient rédigés en langue anglaise et le langue anglaise prédominera.
13. This writing constitutes the final, complete, and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of the parties hereto.
14. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Florida, except for projects located in Canada which shall be governed by the laws of the Province of Ontario, in each case without regard to the laws of such jurisdiction relating to conflicts of laws.



15. In the event that any provision contained herein shall be deemed invalid, illegal or unenforceable in any respect in any jurisdiction, all remaining provisions shall remain in effect and such invalid, illegal or unenforceable provision shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted.
16. This Agreement may be executed by the manual or electronic signature of a party. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
17. This Limited Warranty is effective only once this document has been signed and dated by all parties listed below.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned have duly executed this Limited Warranty as of the dates listed below.

INSTALLER:  
Archway Roofing

By: \_\_\_\_\_  
Name:  
Title:  
Date:

OWNER:  
Lexington-Fayette Urban County Government

By: \_\_\_\_\_  
Name:  
Title:  
Date:

If signature is by Owner's agent say, "By duly Authorized Owner's Agent", under title above.

KINGSPAN:  
Kingspan Insulated Panels Inc.

By: \_\_\_\_\_  
Name:  
Title:  
Date:



EXHIBIT A

<b>Document Date:</b> February 5, 2026	<b>Project:</b> Police Roll Call
<b>Substantial Completion Date:</b> January 23, 2026	
<b>Owner:</b> Lexington-Fayette Urban County Government Address: 200 E Main St. City/Region: Lexington, KY 40507	Address: 1795 Old Frankfort Pike  City/Region: Lexington, KY 40504
<b>Installer:</b> Archway Roofing Address: 4809 Jennings Ln. City/Region: Louisville, KY 40218	<b>Customer:</b> Norrenbrock Co (KY) Address: 18010 Meeting House Rd. City/Region: Fisherville, KY 40023-8710

This Limited Weathertightness Warranty (“Limited Warranty”) shall apply to:

Item	Kingspan Order Number	Product	Vertical Walls* or Roofs**	Kingspan Plant Location	Last Delivery Date
1.	1000106891	Vale™ Wall Panel	Walls	Columbus	7/2/2025
2.	1000106917	BENCHMARK Designwall 2000	Walls	Columbus	6/2/2025
3.	1000106917	BENCHMARK Designwall 2000	Walls	Columbus	6/23/2025
4.	1000111789	BENCHMARK Designwall 2000	Walls	Columbus	8/18/2025
5.	1000114014	BENCHMARK Designwall 2000	Walls	Columbus	11/3/2025
6.	1000114953	BENCHMARK Designwall 2000	Walls	Columbus	12/3/2025

\* Panel systems applied as sloped walls are expressly excluded from this Limited Warranty unless previously approved in writing by Kingspan.

\*\* Panel systems applied as roofs must have a minimum slope of .25:12 to be included in this Limited Warranty.

**Deland Plant** | 726 Summerhill Drive | Deland | FL 32724 | US 386-626-6789  
**Modesto Plant** | 2000 Morgan Road | Modesto | CA 95358 | US 209-531-9091  
**Columbus Plant** | 720 Marion Road | Columbus | OH 43207 | US 614-444-0110  
**Langley Plant** | 5202-272<sup>nd</sup> Street | Langley | BC V4W 1S3 | CA 604-607-1101  
**Caledon Plant** | 12557 Coleraine Drive | ON L7E 3B5 | CA 905-951-5600  
[www.kingspanpanels.us](http://www.kingspanpanels.us)  
[www.kingspanpanels.ca](http://www.kingspanpanels.ca)



EXHIBIT B  
Weathertightness Eligibility Requirements

Weathertight warranties are provisionally offered (quoted) by Kingspan. Final offering is dependent on Kingspan approval of project specifications, Project drawings (specific to weathertightness), installer certification, and site inspection results.

Weathertightness Warranty, including duration, must be requested at time of initial quotation request by Kingspan customer. Weathertight warranty must be clearly defined in the project specifications, in order to be considered eligible for any Kingspan weathertight warranty. A copy of the project specifications must be submitted to Kingspan at time of quotation request. A valid order must be placed with Kingspan, order acknowledgement(s) to be signed and returned (as requested).

Kingspan Roof and Wall panel system, inclusive of all ancillaries supplied by Kingspan applicable to weathertight installation, are required to be installed by a Kingspan Trained and authorized Installer.

Project specific shop drawings, of the Kingspan Roof or Wall panel system applicable to the weathertightness warranty, are required to have been:

- contracted with/completed by Kingspan; or
- drawings by Kingspan's customer submitted to Kingspan and approved by Kingspan.

Customer produced shop drawings, for review:

- allow up to 2 weeks for review of each drawing submittal,
- the initial set (confirmation of scope) and final set (intended for production) of drawings are required to be submitted for Kingspan's review,
- it is the responsibility of the drawing's designer to incorporate all attributes of the Kingspan system despite any review process,
- submittal of a clean set is required (no redlines by others are to be visible),
- please refer to Kingspan standard details located on our website, for questions regarding our details please contact: KNA-KIP-Technical Services [technical.na@kingspanpanels.com](mailto:technical.na@kingspanpanels.com)
- must include and indicate fastener requirements with calculations and span by product and zone.
- redlines by Kingspan are to be implemented with drawings returned to Kingspan for final approval,
- drawing approval by Kingspan is required before customer cut-list submittal/product manufacture.

Shop Drawings by Kingspan, must be approved by Kingspan customer prior to panel manufacture.



**Installer Training/ Authorization:**

- training authorization of installing contractor is required prior to installation,
- installation must be supervised by an individual that has been authorized in writing (documented) by Kingspan,
- once Kingspan has approved the project drawings, allow 3+ weeks for training to be scheduled/to take place and start of installation date should be set at this time as well.

**Installation of Kingspan product:**

- is required to be in strict accordance with Kingspan technical documents in all respects.
- The final approved shop drawing set by Kingspan is required to be available on site and utilized.

**Inspections:**

- site “spot” inspections are required, and corrective measures must be made by the installer to Kingspan’s satisfaction, any condition not per plan would be an exclusion to Kingspan’s warranty and would be the installer’s responsibility to ensure for the duration of the warranty.
- Kingspan will conduct site “spot” inspections of the Roof/Wall system(s) either: prior, during, and after installation.

**Additional Requisites:**

Weathertight warranties are not available for: thru-fastened panel applications (including KingRib, K-Roc, Karrier-Brick, and KS Interior) Cold Storage, or interior applications.

Weathertight warranties apply only to exterior roofs/walls which are constructed solely with Kingspan manufactured or supplied products. Products supplied by others which interface with Kingspan products are excluded from the Kingspan weathertight warranty.

Customer shop drawing submittal for Kingspan review; applicable to Roof Panels, must clearly indicate:

- Roof Slopes
- Panel Lengths
- Elevations of high point and low point of roof above ground level
- Gutter/downspout locations and details
- Ridge cap, valley, and flashing lap details
- Purlin, clips, or Z spacing
- Fixing lines & point detail
- Detail cuts at roof transitions: eave, ridge, valley, hip, gable, etc.
- Details inclusive of all fasteners, sealants, and flashings are called out and identified, inclusive of fastener calculations and those requirements by product and zone. The designer of drawings is fully responsible for incorporating all attributes of the Kingspan system into their drawings despite any review.
- Ice/water shield layout (if required)



Customer shop drawing submittal for Kingspan review; applicable to Wall Panels, must clearly indicate:

- Plans, Elevations (including dimensions), Section Views
- Panel Types, Widths, and Lengths
- Connection detail to the primary building structure
- Girt spacing and/or vertical support spacing, inclusive of fastener calculations and those requirements by product and zone. The designer of drawings is fully responsible for incorporating all attributes of the Kingspan system into their drawings despite any review.
- Sizes/locations of penetrations
- Details inclusive of all fasteners, sealants, and flashings are called out and identified, terminations, corners, transitions, windows, etc.
- Deflection joint(s) located and identified if applicable.

Customer shop drawing submittal is to also include current copies of the project specifications, Architectural and Structural drawings.

Karrier Panel/Rail Systems;

- Are subject to all pre-conditions applicable for standard Walls,
- Installation inspections and approvals by Kingspan must be completed prior to the start of the facade system installation.

Panel systems slope requirements:

- Sloped wall application must be > (greater than) 60 degrees
- Single-run Roof, (continuous) slope, KingSeam must be  $\geq \frac{1}{4}":12$
- Roof slopes having lap joints, KingSeam must be  $\geq \frac{1}{2}":12$

Standing Seam Roof panels must be seamed with Kingspan approved Seamer (link below):

- [D.I. Roof Seamers Order Form \(seamerrental.com\)](https://www.seamerrental.com)

Customer shop drawings: if redlines required by Kingspan cannot be implemented, Kingspan reserves the right to withdraw the Weathertightness warranty offer.

Any shop drawing revisions, after receipt of the approved by Kingspan set, require resubmission and approval before continuing.



Weathertight Warranty document:

- The Building Legal Owner or Authorized Representative and the Installing Contractor are required to sign the Kingspan warranty document,
- Installing Contractor is solely responsible for: (a) all claims resulting from improper installation of the Product; (b) all claims relating to leaks, regardless of when such leaks first appear, caused by improper installation; and (c) all claims relating to leaks, regardless of cause, that manifest during the initial 24 months of the Warranty Period.
- The 24-Month Installer Warranty Period shall restart upon Installers receipt of proper written notice from Owner.
- Any condition left not per plan remains the installer's responsibility to assure for the duration of the warranty period.

Warranty documents are not issued until; all inspections are complete, corrective measures for a per plan condition have been implemented by the installer, and payment received (including without limitation payment of the full contract price for all work performed and materials furnished).



Dear Building Owner:

Attached to this letter is the Peak Advantage® Roofing Systems Guarantee for the new roof recently installed on your building. We believe your building is now protected by one of the finest commercial roofing systems available on the market today. We appreciate the opportunity to provide you with a level of protection unmatched in the industry.

There are some things you should be aware of before you file this document away in a safe place:

1. This is NOT a maintenance agreement or an insurance policy. Johns Manville liability is strictly governed by the terms of the guarantee. If you have any questions about this Guarantee, contact Johns Manville Owner Services at the appropriate number given below.
2. Johns Manville recommends you perform routine maintenance on the roofing system to keep the coverage of the guarantee intact. For your convenience, a list of maintenance items is printed on the back of the guarantee.

We hope that you never experience any difficulty with your roofing system. If you do have a problem, you should contact Johns Manville Owner Services at the appropriate numbers provided. Please have the guarantee on hand so that we may more efficiently handle your inquiry.

Sincerely,

Mandy Schweitzer  
Director, Owner Services and Marketing  
Johns Manville Roofing Systems  
(800) 922-5922, opt. 1  
[OwnerServices@jm.com](mailto:OwnerServices@jm.com)  
[www.jm.com](http://www.jm.com)



# Peak Advantage Guarantee

**Building Owner:**

Lexington Fayette Urban County Government  
200 East Main Sreet  
Lexington, KY 40507

**Guarantee Number:** ANM128146267**Expiration Date:** January 23, 2046**Job Name:** police roll call**Date of Completion:** January 23, 2026**Building Name:**

Lexington Police Department West Sector  
1795 Old Frankfort Pike  
Lexington, KY 40504

**Approved Roofing Contractor:**

ARCHWAY ROOFING & S/M SYSTEMS INC  
4809 JENNINGS LANE  
LOUISVILLE, KY 40218-3003

**Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.****Years:** 20 Year**\$** No Dollar Limit**Coverage:**

The components of the Roofing System covered by this Guarantee are:

**Total Squares:** 61

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
1	61	SBS	2FID-CA	ENRGY 3	ENRGY 3		Wood Fiber

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		lin. ft.
	Expand-O-Flash (2) Style:		lin. ft.
	Expand-O-Flash (3) Style:		lin. ft.
	Fascia Style:		lin. ft.
	Copings Style:		lin. ft.
	Drains (1) Style:		ea.
	Vents Style:		ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER NON-JM COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville\* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

## WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to the Maintenance Program page within this document.

## LIMITATIONS AND EXCLUSIONS

**This Guarantee is not a maintenance agreement or an insurance policy;** therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see Maintenance Program page of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) Failure by the Building Owner to use reasonable care in maintaining the roofing system, said maintenance which is recommended to include those items listed on the Maintenance Program page of this Guarantee; (d) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (e) any and all (l) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ll) changes to the Building's usage that are not pre-approved in writing by JM; (f) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (g) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (h) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (i) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials – which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, including but not limited to pavers, solar additions, vegetative assemblies, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection, repair and/or replacement. Furthermore, the JM Guarantee does not cover any leaks, changes in appearance, damage, or loss of performance in the roofing system resulting from the operation, presence or installation/removal of any overburden. With reasonable advance notice, Building Owner must allow free access to Roofing System for repair and/or inspection during regular business hours. Failure to provide timely access may result in Owner being held responsible for reasonable reimbursement of costs associated with delays or damages and may result in the Guarantee being rendered null and void.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect – and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

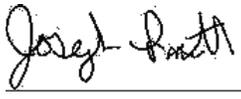
No one is authorized to change, alter, or modify the provision of this Guarantee other than the Regional Service Manager, or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM will transfer this Guarantee, in its sole and absolute discretion only after completing JM's transfer requirements including JM receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

\*JOHNS MANVILLE ("JM") is a Delaware corporation.



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By: Joseph Smith  
Title: President Roofing Systems

## Addendum(s)

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~ None ~

## Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM's Owner Services Group (see below) immediately upon discovery of the leak and in no event later than thirty (30) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Owner Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
  - (i) If, in JM's opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
  - (ii) If, in JM's opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain these items on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

### When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged materials due to foot traffic or service work, loose clamps at penetrations, or poorly sealed materials at drains or penetrations pockets must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

### Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. It is recommended to keep a log of all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

**Owner Services Team**  
(800) 922-5922  
E-mail: [OwnerServices@jm.com](mailto:OwnerServices@jm.com)  
[www.jm.com/roofing](http://www.jm.com/roofing)



**ADDENDUM #2**

RFP Number: #4-2026

Date: March 2, 2026

Subject: Solar PV Installation at Police Sector West

Address inquiries to:  
Sondra Stone  
(859) 258-3320  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

See attached electrical drawing E-7. LFUCG will make its record drawings available for viewing, in person, on or after 3/4/2026 at 200 E Main St. Visitors should ask the security desk to contact General Services, Capital Project Management Group for assistance.

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Solar Energy Solutions

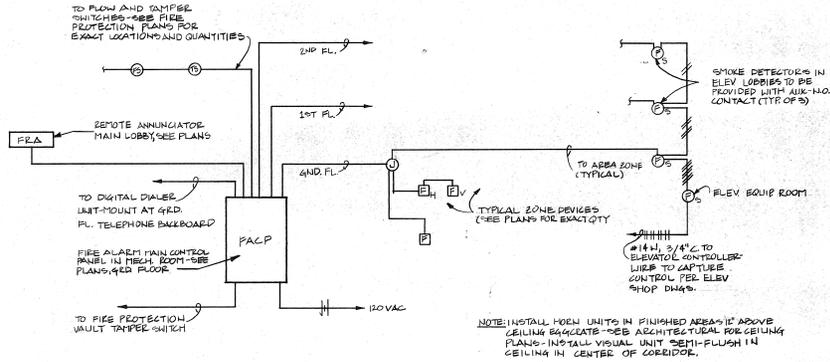
ADDRESS: 1038 Brentwood Ct B, Lexington, KY 40511

SIGNATURE OF BIDDER: *Nick Bowman*



**FIRE ALARM ZONING SCHEDULES:**

GROUND FLOOR - AREA DEVICES - ZONE 1  
 FIRST FLOOR - AREA DEVICES - ZONE 2  
 SECOND FLOOR - AREA DEVICES - ZONE 3  
 FIRE FLOT FLOW SWITCHES - ZONE INDIVIDUALLY  
 FIRE PACT TAMPER SWITCHES - ZONE INDIVIDUALLY



**FIRE ALARM SYSTEM RISER DIAGRAM**  
 NO SCALE

**FIRE ALARM SYSTEM RISER DIAGRAM GENERAL NOTES:**

USE NO. 12 WIRES IN ALL CIRCUITS TO FIRE HORNS AND #14 WIRES IN ALL CIRCUITS TO ALARM STATIONS, UNLESS OTHERWISE LARGER SIZES ARE SPECIFIED FOR TOLERANCE DROP OF LESS THAN 3%.

RISER DIAGRAM FOR FIRE ALARM SYSTEM IS FOR BID PURPOSES ONLY. SYSTEM SHALL BE INSTALLED AND CONNECTED IN ACCORDANCE WITH WIRING DIAGRAMS OBTAINED FROM MANUFACTURER, THAT HAVE BEEN APPROVED BY THE STATE FIRE MARSHAL'S OFFICE.

AUTOMATIC FIRE ALARM DETECTORS SHALL BE LOCATED SO AS TO PREVENT SHIELDING BY DUCTWORK, EQUIPMENT AND PIPING OR CEILING SPACING BETWEEN DETECTORS SHALL BE IN ACCORD WITH MANUFACTURERS' RECOMMENDATIONS, IN ANY CASE.

END-OF-LINE-RESISTOR (IF REQUIRED BY MANUFACTURER) BOXES SHALL BE 4" SQUARE AND SHALL BE FLUSH-MOUNTED IN ALL FINISHED AREAS, WITH 302 STAINLESS STEEL LABELED PLATE.

ALL CONDUIT IN FIRE ALARM SYSTEM SHALL BE 3/4" SIZE EXCEPT AS OTHERWISE NOTED, OR REQUIRED TO SUIT CONDUCTORS.

FIRE ALARM STATIONS SHALL BE DOUBLE-ACTION TYPE, POSITIVE ACTING.

FIRE ALARM SIGNALING DEVICES SHALL BE SEMI-FLUSH TYPE AUDIBLES, MOUNTED ABOVE FIN. CEILING AT ESCAPE GRILLE, WITH FLASHING LAMP MOUNTED SEMI-FLUSH IN CENTER OF CORRIDOR CEILING. SURFACE-MOUNTED UNITS MAY BE USED IN UNFINISHED AREAS.

SUPERVISED VALVES SHALL BE CONNECTED TO TROUBLE CIRCUIT. WHEN VALVE IS CLOSED, TROUBLE SIGNAL SHALL SOUND AND ANNUNCIATOR SHALL LIGHT. CLOSED VALVE SHALL NOT SOUND THE FIRE HORNS.

TAMPER SWITCHES AND FLOW SWITCHES SHALL BE INSTALLED BY THE MECHANICAL CONTRACTOR AND CONNECTED TO FIRE ALARM SYSTEM BY ELECTRICAL CONTRACTOR.

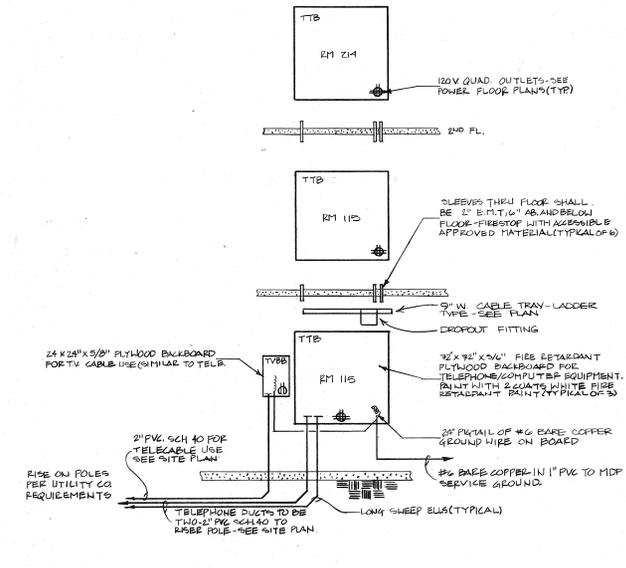
NO SMOKE DETECTORS SHALL BE LOCATED CLOSER THAN 36" TO SUPPLY, RETURN, OR EXHAUST AIR OPENINGS, NOR CLOSER THAN 12" TO WALL/CEILING INTERSECTIONS.

AVOID PLACEMENT OF HEAT DETECTORS CLOSE TO HEAT-PRODUCING EQUIPMENT WHERE WAKE-UP-ALERT WILL DEGRADE DETECTOR PERFORMANCE.

THE SENSITIVITY OF SMOKE DETECTORS SHALL BE ADJUSTED FOR THE SERVICE DIRT IN THE AREA INDICATED, TO SUIT BUILDING OPERATIONAL CONDITIONS.

**DISCONNECT SCHEDULE:**

HP-007	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-009	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-012	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-015	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-019	30A-2P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-024	30A-3P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-030	30A-3P, NEMA 1, 250V, FUSED AT 15 AMPS
HP-036	30A-3P, NEMA 1, 250V, FUSED AT 20 AMPS
HP-042	30A-3P, NEMA 1, 250V, FUSED AT 25 AMPS
HP-048	30A-3P, NEMA 1, 250V, FUSED AT 30 AMPS
HP-060	60A-3P, NEMA 1, 250V, FUSED AT 40 AMPS



**TELEPHONE / TELEVISION SYSTEM RISER DIAGRAM**  
 NO SCALE

