CliftonLarsonAllen LLP
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February 6, 2023

Dr. Daniel Castagna
Woodland Hills School District
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Re: Woodland Hills School District – Forensic Accounting Services

Dr. Castagna:

As per the engagement letter dated September 21, 2022, Clifton Larson Allen ("CLA") was engaged by the Woodland Hills School District ("District") to provide forensic accounting services as per the scope of work discussed below. We performed our engagement in accordance with the *Statement on Standards for Forensic Services No. 1 (SSFS No. 1)* of the American Institute of Certified Public Accountants ("AICPA") and the Code of Professional Standards of the Association of Certified Fraud Examiners ("ACFE"). While our work may involve analysis of accounting records, our engagement does not include an audit in accordance with generally accepted auditing standards or any other attest function. It is our understanding that the primary intent of engaging our services is for the benefit of management of the District. Our services are not intended to benefit or influence any other person or entity. Fraud and irregularities by their very nature are most often hidden, and no absolute assurance can be given that all such matters will be detected. Our engagement cannot be relied on to disclose all irregularities or illegal acts, including fraud that may exist. However, we would have informed you had any such matters come to our attention. This report contains a summary of the forensic accounting work performed and the results of this work.

Based on the scope of work outlined below, the project progressed through December 20, 2022 and was paused at this time as the District Board of Education ("Board") considered whether to increase funding to continue with the forensic accounting. On January 10, 2023, the Board requested CLA provide preliminary results of the work completed to date and expressed the desire to stop further work. This report provides the results of the work completed and provides only preliminary information and observations. If additional procedures had been performed and documents reviewed, the information and preliminary results communicated in this report might change.

A. Scope of Work

During an initial meeting with the District and Board, CLA was asked to prioritize assessment of all contracts, bids, and expenditures for the last four years (fiscal year end 2019 to 2022) relating to

transportation contracts, print service contracts, security contracts, and construction project contracts. Therefore, CLA prioritized the evaluation of these contracts.

CLA was asked to place a lower priority on three areas included in the initial scope of work. At the time the forensic accounting work was paused, CLA had not started the evaluation of these other areas. Therefore, this report does not include any information or observations on the following areas:

a. Analysis of budget to actual expenditure and bank account reconciliations for the past four years.

b. Review of data evidence that would indicate racial discrimination or disparity in the procurement or selection of employees, contractors, or companies retained by the District for the past four years.

c. Determination of whether the District is in compliance with guidelines and requirements pertaining to aspects of the financial management of those transactions as set forth by applicable federal program requirements, the State of Pennsylvania, and the District policies.

B. Work Performed

1. CLA conducted email review for 20 individuals that included former District Board members as well as former and current District employees. By December 20, 2022, when CLA stopped work, CLA had completed email review regarding transportation contracts, print service contracts, and security contracts. The email review relevant to the construction contracts was in progress and was not completed.[1]

2. CLA reviewed Board meeting minutes for discussions, motions, and actions relevant to the related contracts and time period.

3. CLA worked with the District to obtain the accounting general ledger and performed preliminary analysis of expenditures for the relevant contracts.

4. CLA received copies of payments and supporting documentation related to the relevant contracts. CLA did not complete an examination of the documents received due to the engagement being stopped.

5. CLA conducted virtual interviews as listed in Table 1.

[1] CLA applies keyword searches to identify potentially relevant emails. The keyword searches relevant to the construction contract analysis resulted in over 17,000 potentially relevant emails. Because of the large number of potentially relevant emails to be reviewed, CLA planned to refine the keyword searches with information learned through the interview of Reynolds Construction (also known as SitelogIQ). However, the engagement was stopped shortly after this interview.

Table 1: Interviews Conducted

Interview Date	Name	Entity	Title/Vendor	Relevant Area
9/30/2022	Dr. Castagna	District	Current Superintendent	All[2]
10/6/2022	Eugene Stahl	Vendor	PalAmerican Security	Security Contracts
10/7/2022	Pedro Valles	District	Current Safety and Security Coordinator	Security Contracts
10/26/2022	Valerie Shaver	District	Former Business Manager	All[2]
11/22/2022	Darnika Reed	District	Current Board Member	All[2]
11/30/2022	Stephanie Garrity	District	Current Transportation Services Supervisor	Transportation Contracts
12/6/2022	Robert Finney	District	Current Director of Facilities	Construction Contracts
12/16/2022	Mike Arnold Rick Evans Garrett Lewis Deb Amberg	Vendor	Reynolds Construction (SitelogIQ)	Construction Contracts

6. CLA received from Reynolds Construction copies of construction related contracts between the District and Reynolds Construction. These contracts were not reviewed by CLA as they were received on January 9, 2023, the day before CLA was informed of the Board's desire to stop further work. Exhibits 01 and 02 include these contracts.

7. CLA provided verbal and written status updates to the District's administration and/or Board as follows:

    a. November 16, 2022: Verbal status update to the District's administration and discussion of preliminary results for the work completed through November 16, 2022.

    b. December 1, 2022: Written status update to the Board dated December 1, 2022.

    c. January 10, 2023: Verbal status update to the Board and discussion of preliminary results for the work completed through December 16, 2022.

C. Preliminary Information/Results of Work Performed

This section communicates preliminary information and results based on the work completed through December 20, 2022 for transportation contracts, print services contracts, security contracts, and construction projects contracts. To the extent that relevant information was identified through the email review and the interviews conducted, this information is included.

[2] The contracts included in the scope of work included transportation contracts, print service contracts, security contracts, and construction project contracts.

1. Transportation

Background

The District desired to understand the circumstances that led to a seven-year contract with First Student Transportation ("First Student") as the sole provider of transportation services, while in the past the District had more than one transportation services provider and the length of contracts was no longer than five years. For the time period analyzed (fiscal years 2018-19 through 2021-22), the District paid First Student a total of $15,581,082.

Results of Work Performed

1) A five-year contract with First Student was signed in June 2016 after the District published a Request for Proposals ("RFP") in January 2016. The contract ending date was June 30, 2021. Although First Student was the main service provider, two other vendors provided transportation services, AJ Meyers, and Allegheny Transportation Services.

2) Email communications from August 2019 show that Transportation Director, Siobhan Nicklow, expressed dissatisfactions with the First Student invoices and delayed approving them for payment in order to review them due to her concerns that they were not accurate (Exhibit 03 includes one of these emails). Because of chronic delays in receiving payment, First Student began involving Mike Gigliotti, Business Manager, to prompt Nicklow to review invoices for approval in a timelier fashion.

3) In November 2019, after an incident in which a bus was over twenty minutes late, a parent communicated the issue to Nicklow and the Board as the parents had not been informed of the delay. The bus was transporting young children who were upset after witnessing a medical emergency with police involvement due to a road closure that delayed their bus. After the incident, Board member Jamie Glasser initiated discussions with Nicklow regarding the need to have a process in place to notify parents when buses are late. Nicklow advised that GPS technology existed and that the Board could decide to make the GPS technology a requirement for the next transportation contract RFP. Exhibit 04 includes these email communications.

4) In June 2020, Gigliotti mentioned in an email that one single transportation company was desired. Although an RFP had been advertised in 2016 for the prior transportation contracts, no RFP was published for the 2021 contract. Gigliotti sought advice regarding the need for an RFP and was told by the District Solicitor, John Voguel, that legally, transportation contracts do not have to be bid (Exhibit 05). Gigliotti appears to have been part of the discussions with First Student during June and July 2020. For example, a meeting with First Student to discuss a contract appears to have taken place on July 8, 2020 that included both Gigliotti and Nicklow (Exhibit 06 includes email communication subsequent to the meeting). In the emails reviewed, it does not appear that Nicklow favored First Student. She habitually took a long

time to review and approve their invoices and was at times harsh with them in her email communications (Exhibit 07 and refer to Exhibit 03). However, she appears to be the primary District representative who communicated directly with First Student via email as they negotiated the 2021 contract. In her emails, Nicklow mentioned one of the positive factors of contracting with First Student is that they have the GPS technology desired by the District.

5) In May 2021, First Student proposed both a five-year and seven-year contract. Both contracts would include the GPS application, First View, at no additional charge. However, the seven-year contract included greater savings to the District than the five-year contract (Exhibit 08). Stephanie Garrity, Transportation Services Supervisor, stated during her interview that she overheard one of Nicklow's conversations where she mentioned the need for the application, First View, and that it would be cheaper to have the seven-year contract.

6) On May 13, 2021, Superintendent James Harris communicated with the Athletics Director, Ron Coursey, that the Superintendent did not want to sign a contract without having First Student agree to pay for a "state of the art" video board for the Wolvarena. This was something First Student had done for another District (Exhibit 09). However, this did not appear to gain traction as there was no additional communications and CLA was informed that the old Wolvarena scoreboard has not been replaced.

7) On May 17, 2021, after First Student had communicated that they would have the needed fleet available, Nicklow engaged in a conversation with First Student regarding their staffing shortages and how they would need to be creative with hiring in order to staff all District routes per the contract (Exhibit 10). On May 18, 2021, Nicklow updated Gigliotti and Harris on the contract terms by forwarding the email chain from May 17, 2021, where First Student confirmed they would have the fleet available. However, she did not forward the three following emails where she expressed her concerns to First Student about staffing (Exhibit 11). The emails between Nicklow and First Student occurred prior to the Board voting on the First Student contract. CLA did not identify any email communication where Nicklow communicated the staffing concerns to anyone at the District.

8) During her interview, Stephanie Garrity communicated that a First Student representative, Mike Bacco, expressed to her and Rebecca Ross, another Transportation Department employee, that Bacco believed First Student would be unable to sustain the contract as the only transportation service provider. Garrity mentioned that even before the conversation with Bacco, both she and Ross had concerns that Fist Student would not be able to fulfill all routes. Garrity stated that she had discussed her concerns with Nicklow, but felt her concerns were ignored by Nicklow. Garrity stated that she was not involved in the discussions regarding the contract with First Student. She also mentioned that First Student, as well as the other transportation service providers, have historically had difficulties being able to fill all routes, and these difficulties were exacerbated with COVID-19. Garrity communicated her recollection that both Nicklow and Gigliotti desired to have First Student as the only transportation service provider. Regarding the GPS technology application, she stated that

First Student was the only transportation service provider that would have this technology; however, she stated that as of the time of the interview, this had not yet been fully implemented.

9) Valerie Shaver, Business Manager, mentioned to CLA that the Board voted to approve the new seven-year contract; however, the Board meeting minutes did not record a motion to approve the contract. Additionally, the video for the May 19, 2021 meeting, when CLA was told the Board approved the contract, was not available on YouTube.

10) By the beginning of the school year 2021-2022, First Student struggled to staff all 101 routes needed by the District. In an email dated April 6, 2022, First Student indicated they were asked to take on more routes than they were previously serving, approximately 21 additional routes (Exhibit 12). This was after the new seven-year contract was executed and First Student knew that the 21 additional routes were included.

11) By September 2021, as First Student struggled to fill the routes, Nicklow was actively attempting to assist them in finding subcontractors and new employees. Nicklow sent out flyers on behalf of First Student advertising their $5,000 hiring bonus (Exhibit 13) and suggested they contract with another carrier (Exhibit 14). She also recommended specific job fairs (Exhibit 15).

12) Nicklow took a medical leave in late September 2021. According to CLA's interview with Garrity, it was a surprise to her and the team when Nicklow took unannounced time off on a Monday and Tuesday in late September 2021 and then she never returned to the District.

13) According to the interview with Valerie Shaver, Shaver had to assist the Transportation Department when Nicklow started her medical leave. At this time, Shaver was unable to locate a signed contract and reached out to First Student. First Student informed her that that they did not have a signed contract as they had sent it to Nicklow for review and had not received it back. An email dated October 7, 2021 corroborates Shaver's recollection (Exhibits 16 and 17). Shaver stated to CLA that she had conversations with Nicklow regarding bringing back previous transportation services providers as it became evident during the beginning of the 2021-22 school year that First Student was not able to fully provide for the District's transportation needs. In these conversations, Nicklow was insistent that they do not reach out to previous transportation providers as there had been speculations that one of these other transportation providers was inappropriately using the District's fuel. Shaver stated that it was not long before Nicklow became ill and started her medical leave.

14) CLA spoke with Nicklow to schedule an interview for November 2, 2022. Although Nicklow agreed to the interview during the call, she did not appear for the virtual interview and did not answer CLA's subsequent calls or reply to any of CLA's emails.

Preliminary Results

Based on the email review and the interviews conducted, it appears that Nicklow was the primary District representative communicating details of the seven-year contract with First Student. Although Board member Glasser was involved in the discussions regarding the need for GPS technology on the buses, and Business Manager Gigliotti mentioned in one of his emails that a sole provider for transportation services was desired and was involved in discussions in mid-2020, neither of them appeared to have been involved in the 2021 discussions with First Student regarding the seven-year contract.

Although the transportation contracts had previously been advertised with an RFP, the 2021 contract was not advertised with an RFP based on the guidance provided to Gigliotti by the District's Solicitor.

Nicklow appears to have been the only District representative discussing the details of the seven-year contract with First Student, and the GPS technology appears to have been a major factor in the desire to have First Student be the sole provider. Based on the procedures performed as of the date of this report, no other personal motive became apparent for awarding the contract exclusively to First Student. As of November 2022, the GPS technology had not been fully implemented, according to the current Transportation Services Supervisor, but it was expected to be implemented within the next month.

CLA did not complete the forensic accounting steps necessary to provide final results as it relates to the transportation contracts. Examples of the additional steps that could be performed include, but are not limited to, public records searches for relevant individuals, examination of vendor invoices paid by the District, and assessment of invoices against the related contract(s).

2. Print Services

Background

The District desired to understand the reason a print services contract was awarded to The Wilson Group in 2019 while the District already had an existing contract with another vendor. For the time period analyzed (fiscal years 2019-20 through 2021-20), the general ledger provided shows payments of only $1,323 to The Wilson Group.

Results of Work Performed

1) In 2015 the District published an RFP and received proposals from different providers, including ComDoc and The Wilson Group. According to an email from the Superintendent at the time, Alan Johnson, to Board member, Jamie Glasser, ComDoc's proposal was better based on technology quality and overall cost/value (Exhibit 18). Through the email review and interviews conducted, CLA did not identify evidence of any issues or complaints regarding the services provided by ComDoc.

2) In July 2018, Phillip Woods, who was the High school principal, sent a Wilson Group representative Vincent Deleonibus, an invitation to a meeting.[3] Deleonibus requested that the meeting be moved and proposed that Business Manager, Gigliotti, or the Technology Director participate in the meeting (Exhibit 19).

3) In October 2018, Deleonibus emailed Dr. Woods to follow up on a recent conversation and asked if a meeting could be scheduled to explore the possibility of the District working with The Wilson Group. The email subject line was "The Wilson Group – Diversity Spend Initiative." Dr. Woods responded to the email and introduced Deleonibus to Board Member David Graves under the premise that The Wilson Group was a minority-owned vendor (Exhibit 20). On November 6, 2018, Trustee Graves joined Dr. Woods and representatives from The Wilson group for dinner.

4) In January 2019, Deleonibus followed up to continue the conversation after the dinner meeting and told Trustee Graves that he assumed Trustee Graves had taken the "next step in the process" which was to meet with the Business Manager. The Wilson Group requested the assistance of Trustee Graves to have an audience with the Superintendent, the Business Manager, and the Technology Director (Exhibit 21).

5) In May 2019, there was a significant number of emails between The Wilson Group and Gigliotti and a meeting was scheduled for the purpose of discussing the contract for print and copy services (Exhibit 22).[4] Starting at this time, both The Wilson Group and ComDoc submitted a few proposals each in an effort to underbid each other. The first proposals submitted by The Wilson Group listed a cost of $18,620 a month, the second listed a monthly cost of $15,395, and the third listed a monthly cost of $11,859.

6) In an August 2019 email to the Board, ComDoc expressed confusion "as to the fiscal/strategic rationale behind the Board's apparent decision to unseat a locally-operated, significantly more affordable and proven" service provider. Trustee Glasser forwarded the email communication to James Harris and Trustee Belmonte. Trustee Glasser stated that she would need information and background on the "copier question," and asked when the Board agenda tab was added since it was completely removed the week before and she did not recall seeing it over the weekend. She questioned why the recommendation was made to go with the more expensive contract (Exhibit 23).

7) In the late morning of September 11, 2019, ComDoc emailed Gigliotti, Muiter, and Trustee Glasser to communicate that he noticed ComDoc was on the Board agenda for that night's meeting (Exhibit 24). That evening, The Wilson Group emailed an updated proposal to Harris, Gigliotti, and Muiter (Exhibit 25). The next day, ComDoc emailed to express disappointment that the agenda was changed late in the day to reflect the District going with The Wilson Group. The email stated that The Wilson Group went from being approved two weeks prior

[3] Dr. Phillip Woods was a high school principal at the District from July 2018 to July 2021.

[4] The meeting invitation listed the following District representatives: Harris, Gigliotti, and Muiter.

at $18,000 to $11,900 the night before (Exhibit 26). ComDoc sent another email asking Gigliotti if it could also provide another proposal as The Wilson Group was given a last chance. Gigliotti did not respond but forwarded that email to Superintendent Harris and Technology Director Muiter (Exhibit 27).

8) The ComDoc representative emailed the Board again on September 16, 2019 to summarize the chain of events, "Two weeks ago, based on the guidance of the Superintendent, the District planned to vote on the acceptance of a proposal from The Wilson Group with a monthly investment of $15,395/month (this plan was submitted by The Wilson Group after their initial recommendation of more than $18,000/month). Unless we intervened, this plan would have cost the District $262,020 more than our recommended solution at the time. The current Wilson Group recommendation has been reduced yet again to $11,859/month – coincidentally just $40/month less than the proposed monthly spend associated with our original recommended solution. Since it appears The Wilson Group has been provided repeated opportunity to reduce cost, we would expect the same final opportunity." (Exhibit 28). Based on the email review, it appears that The Wilson Group may have been provided with information on ComDoc's proposals. On August 20, 2019, The Wilson Group representative emailed Gigliotti, Muiter, and Harris the first update to the proposal listing a monthly cost of $15,395. In this email he thanks them for their time that afternoon and states, "From our discussion, here is the proposal as mutually agreed to be presented to the school board for approval tomorrow night." Exhibit 29 includes this email and attachment. Similarly, on September 11, 2019, the second proposal providing a monthly cost of $11,589 was emailed to Gigliotti, Muiter, and Harris with the note, "As per our phone conversation, our revised proposal is attached." Refer to Exhibit 25, which includes this email and attachment.

9) The September 18, 2019 Board minutes reflect a discussion regarding the contract with The Wilson Group. One of the questions was asked by a Board member related to why the District was starting a new contract while currently in a contract with ComDoc. The response from Superintendent Harris was that cost savings would be experienced. Another question was whether The Wilson Group would buy the District out of the current agreement with ComDoc. The Wilson Group representative stated that the money owed to ComDoc by the District would be satisfied by The Wilson Group. The contract was approved on this date subject to Solicitor review and approval. Two Board members voted against the District entering into a contract with The Wilson Group, Trustees Hunchett and Glasser (Exhibit 30 page 4).

10) In October 2019, a contract with The Wilson Group was signed. Page 9 of the contract stated the District would receive from The Wilson Group a check for $186,936 to satisfy the competitor (ComDoc) lease contract (Exhibit 31). By the time CLA was asked to stop work, CLA had not yet requested from the District evidence that the payment from The Wilson Group was received.

11) Formal bidding was performed for this contract. According to email communication between the District's Solicitor and the Business Manager, this qualified as a COSTARS purchase (Exhibit

32).[5] CLA did not identify any email communications where the District's Solicitor was provided the history of the contract. The Solicitor was provided with the agreement and related attachments.

12) During an interview with CLA, Valerie Shaver communicated that she believed the District had contracted with The Wilson Group because of the desire to award the contract to a minority owned business.

Preliminary Results

Based on the results of work performed, although it appears that no concerns were raised regarding ComDoc's service, the print and copy services vendor at the time, the Board voted to approve a contract with The Wilson Group prior to the expiration of the ComDoc contract.

From the initial discussions identified in July 2018, it appears that The Wilson Group suggested to the District that contracting with The Wilson Group would increase the District's spending with minority owned companies. Trustee Graves was involved in discussions with The Wilson Group after Dr. Woods introduced him to The Wilson Group via email and a subsequent dinner. Trustee Graves in turn was instrumental in having The Wilson Group introduced to the Superintendent, the Business Manager, and the Technology Director by early 2019.

Both The Wilson Group and ComDoc submitted proposals in what appeared to be an effort to underbid each other. Trustee Glasser expressed concerns over email regarding why the recommendation was made to select the more expensive contract. The Wilson Group then revised its proposal to ultimately reflect a cost lower than ComDoc, and the contract with The Wilson Group was approved by the Board on September 18, 2019, with Trustees Glasser and Hunchett voting against it.

Valerie Shaver communicated to CLA that she believed the contract with The Wilson Group was approved based on the desire to award the contract to a minority owned business. According to the results of the email review conducted, the actions taken by the District appear to reflect this scenario. Additionally, the Solicitor advised the District that the procurement directly with The Wilson Group was allowable under COSTARS, and it appears the District may have saved money through The Wilson Group's and ComDoc's efforts to underbid each other. However, the method by which District representatives communicated with the vendors, leading to multiple attempts by each vendor to revise their bids, could call into question the fairness and transparency of the process.

CLA did not complete the forensic accounting steps necessary to provide final results as it relates to the print services contracts. Examples of the additional steps that could be performed include,

[5] COSTARS is the Cooperative Purchasing Program, a service established by the Pennsylvania Department of General Services for use by Local Public Procurement Units within the Commonwealth.

but are not limited to, public records searches for relevant individuals, examination of vendor invoices paid by the District, and assessment of the invoices against the related contract.

3. Security

The District asked CLA to determine the circumstances for PalAmerican Security ("PalAmerican"), the previous security services vendor, to issue notice of termination of its contract with the District and for AM-GARD to be selected as the new vendor. There were also concerns regarding whether AM-GARD had attempted to recruit PalAmerican employees when AM-GARD took over as the security services provider for the District. For the time period analyzed (fiscal years 2020-21 through 2021-22), the general ledger reflects a total of $433,478 paid to AM-GARD.

Results of Work Performed

1) In May 2019, Michael (Mike) Pietragallo was hired as the District's Safety and Security Coordinator.[6] According to his resume, he was employed by PalAmerican since 2016 prior to being hired by the District (Exhibit 33).

2) In November 2019, an email communication from the Superintendent at the time, James Harris, described that the District had a "greater need for security and professionalism" than what the current vendor, Dynasty, could provide. In his email, he asked Pietragallo for his thoughts on placing the service out to bid. Pietragallo responded that Dynasty had provided security services for the District for approximately 18 years and that he would update an RFP to begin the bidding process (Exhibit 34).

3) In January 2020, a *Termination of Contract* memo was issued to Dynasty Security, and the services provided by Dynasty were terminated by the District effective at the end of February 2020. Dynasty issued a memo to their current employees stating, "if you would like to stay with Woodland Hills School District, contact PalAmerican Security." The memo also alleged that the newly selected vendor was willing to hire security officers who did not have the required training.[7] Exhibit 35 contains this memo.

4) The February 12, 2020 Board Agenda Details indicate that the Board was asked for permission to terminate the contract with Dynasty Security. The contract with PalAmerican was approved by the Board and executed effective February 19, 2020. A number of Dynasty employees were retained to work with the "interim" security provider, PalAmerican. The reason given

[6] Pennsylvania Statute Title 24 P.S. Education § 13-1309-B requires that effective August 31, 2019, the chief school administrator of a school entity appoint a school administrator as the school safety and security coordinator.

[7] The memo stated that the State of Pennsylvania passed a new law concerning security officers working in schools. All new hires must attend a five (5) day class prior to working at the schools. Current officers have until the next school year to take the training. The memo was also sent to the Board, and Trustee Glasser questioned Pietragallo regarding the training requirement. Pietragallo explained that the training requirement effective date had been moved to the beginning of the next school year.

for the termination per Pietragallo was that Dynasty "has been unable to maintain their staffing numbers" (Exhibit 36).

5) On April 15, 2020, the Board was asked to award PalAmerican the security services bid for school years 2020-2021 through 2022-2023. The financial sections of the bids from two vendors, PalAmerican and Security America, Inc., were attached to the agenda item details within the agenda packet. PalAmerican's proposal reflected a lower cost (Exhibit 37).

6) Pedro Valles, current Safety and Security Coordinator who worked under Pietragallo when Pietragallo was in his position, communicated to CLA that Pietragallo brought in PalAmerican because he knew PalAmerican's representative at the time, Roger Reese, as they had worked together prior to Pietragallo being hired as the District's Security Director.[8] Valles communicated to CLA that he was not familiar with the bidding process for the security contracts as it would have been outside of his responsibilities at the time.

7) According to email communications, by August 2021, PalAmerican was struggling to maintain staffing numbers. Tense emails were exchanged between Mike Pietragallo and PalAmerican, due to what PalAmerican believed to be unprofessional emails from Pietragallo stating that PalAmerican had failed to provide personnel for football games. PalAmerican in turn expressed discontent that Pietragallo was not willing to discuss a staff wage increase. PalAmerican stated they were giving a 30-day notice to cancel their contract (Exhibit 38). The conflict was smoothed over and the cancelation was rescinded by PalAmerican. However, during this time, according to email communications on December 15, 2021, discussed in the paragraph below, the District had been in communications with three other security services providers, including AM-GARD.

8) On December 15, 2021, Pietragallo emailed the Board to notify them that PalAmerican had terminated the agreement with the District effective that day at 2:00 p.m. He explained that PalAmerican had erroneously accused him of working with a vendor that placed an ad on LinkedIn to recruit security officers for the District. Pietragallo clarified that he had been working with three other local providers to replace PalAmerican over the holiday break; he stated, "neither I nor anyone else from the District has given notification to PalAmerican." Pietragallo also communicated that AM-GARD was willing to assimilate any PalAmerican personnel the District wished to retain at the existing bill rate until it was time for the next RFP. In further email communications, Pietragallo stated that AM-GARD was a reputable provider and was one of the vendors that the District was communicating with back in September 2021. Exhibit 39 includes this email.

9) Valles communicated to CLA that Rees left PalAmerican to work with AM-GARD and he believed Pietragallo had hired AM-GARD because he trusted Rees. Valles recalled he had been told by Pietragallo, "I did not hire a company I hired a man."

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[8] Roger Rees, according to his LinkedIn profile, was the regional vice president for PalAmerican from March 2017 to July 2020. In July 2020, Rees was hired by AM-GARD as the Director of Business and Administrative Operations.

10) CLA interviewed PalAmerican representative, Eugene Stahl. He communicated that PalAmerican started seeing a lot of violence at the schools and PalAmerican was not able to recruit the officer caliber needed to handle the increased violence. When PalAmerican heard that AM-GARD was recruiting officers of PalAmerican on site, they confronted Pietragallo and PalAmerican chose to give notice to the District. The PalAmerican representative communicated to CLA that PalAmerican would not have given notice to the District had they not believed the District was attempting to contract with another vendor. He stated that the recruiting of existing security guards by an incoming vendor is common practice for the industry, which Valles confirmed to CLA during his interview. Refer to Exhibit 35 for the memo where outgoing security services provider, Dynasty, communicates to its employees to contact PalAmerican if they desired to continue working for the District, which also confirms this practice.

11) On December 16, 2021, Valerie Shaver inquired with the Pennsylvania Department of Education whether, due to the emergency that PalAmerican had cancelled the contract with the District, the District's ESSER funding could be used for this contract even if not procured through a sealed bid proposal as required by ESSER funding.[9] The Pennsylvania Department of Education responded that the District should inquire with the Solicitor on the issue as it was an emergency. The Solicitor, John Vogel, communicated that per the "Public School Code" the security contract did not need to be bid because it is a service. (Exhibit 40).[10] AM-GARD contracted to take over the security contract in December 2021 to provide services for the remainder of the 2021-2022 school year (Exhibit 41 includes the contract).

12) By March 2022, it was discovered that the AM-GARD staff on site did not have the required clearances to work within a school. The Superintendent, Dr. Castagna, indicated that Pietragallo claimed this was due to staffing shortages and issues with the prior security contractor. The District considered terminating the contract due to the lack of required clearances but ultimately decided to keep the contract through the end of the school year as only a few weeks were left and it would be impractical to terminate the contract at that time (Exhibit 42). The Board agreed to issue an RFP for a new security provider after the end of the Am-Guard contract in June 2022.

13) Kellington Protection Services, LLC was hired as the new security services provider for the school years 2022-2023 through 2024-2025. Valles communicated to CLA that the current vendor, Kellington Protection Services, LLC, has some of the same struggles in keeping the number of security guards needed at the schools. However, Valles stated that currently there is more administrator involvement and presence at the school sites, which has improved the environment and reduced the strain caused by shortages in the number of security guards.

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[9] Elementary and Secondary School Emergency Relief Fund (ESSER) is a federally issued funding.

[10] The Solicitor provided guidance that the security contract did not need to be bid as per the "Public School Code;" however, Shaver's inquiry concerned the ability of the District to use federal funding to pay for the cost of security services which would have required bidding unless it would be considered an emergency.

Preliminary Results

Pietragallo had previous work history with PalAmerican and previously worked with the Regional Vice President at the time, Rees. Although this historical work relationship may have been a factor in awarding PalAmerican the Security Services contract after terminating the contract with Dynasty in February 2019, it appears that a significant contributing factor was that the security services provided by Dynasty were considered inadequate by former Superintendent Harris. Additionally, PalAmerican was awarded the contract for the school years 2020-2021 through 2022-2023 through a bidding process.

In December 2021, when AM-GARD was awarded the security services contract with the District due to the cancelation by PalAmerican, Rees was then employed by AM-GARD as the Director of Business and Administrative Operations. There is no evidence that a competitive bidding process was used as the termination of the contract by PalAmerican constituted an emergency to the District. Additionally, the Solicitor indicated that public bidding was not required as it was a services contract. Although public bidding may not have been required, due to the previous work relationship between Pietragallo and Rees, the selection of AM-GARD could suggest possible vendor favoritism.

The fact that AM-GARD attempted to recruit PalAmerican employees was initially communicated to CLA as a concern; however, based on statements from the PalAmerican representative and from the current Safety and Security Coordinator, it appears that this is common practice for the industry.

CLA did not complete the forensic accounting steps necessary to provide final results as it relates to the security contracts. Examples of the additional steps that could be performed include, but are not limited to, public records searches for relevant individuals, examination of vendor invoices paid by the District, and assessment of invoices against the related contract.

4. Construction

CLA was asked to perform an assessment of the construction contracts, bids, and expenditures for the last four years as the current management and Board had concerns regarding the structure of these contracts and whether they complied with procurement requirements. Specifically, the District was concerned over the contract(s) with Reynolds Construction, LLC (also known as SitelogIQ) as it was not able to locate all the relevant contracts, bids, and sufficient details of the related expenditures. Additionally, the District expressed concern that various construction projects were possibly being performed under a GESA contract when the construction projects may not qualify.[11] For the period of fiscal years 2018-2019 to 2021-2022, the general ledger does not reflect any payments to Reynolds Construction, LLC or SitelogIQ. However, the general ledger

[11] Energy Savings Performance Contracting was established in Pennsylvania in 2004, under the Guaranteed Energy Savings Act (GESA). Legislative updates were provided for program enhancements in 2010 and 2016 (Exhibit 43).

provided to CLA indicates Reynolds Energy Services Inc. was paid approximately $48.2 million, and Reynolds Consulting Engineers Inc. was paid approximately $15,948.

Results of Work Performed

1) Reynolds Construction, LLC; Reynolds Energy Services, Inc.; Reynolds Consulting Engineers, Inc.; and SitelogIQ Energy Services, Inc. are affiliated entities active in the state of Pennsylvania and each has its own federal tax ID number. Exhibit 44 includes results of the business searches for these entities.

2) CLA reviewed the general ledger for a sample of invoices the District received from Reynolds Construction, LLC; Reynolds Energy Services, Inc.; and Reynolds Consulting Engineers, Inc. The letterhead of the invoices reviewed show "Reynolds" and in a smaller font, "Powered by SitelogIQ." The bottom of the invoices includes the note, "Please Make Check Payable to:" followed by the name of the applicable entity. All of the invoices reviewed, regardless of which of the three entities was to be paid to, were recorded in the general ledger as payments to vendor number 13561 Reynolds Energy Services, Inc. Exhibit 45 includes a schedule of how these payments were recorded in the general ledger and the sample of invoices. For the remainder of this report, CLA will refer to these affiliated entities as "Reynolds/SitelogIQ."

3) The review of Board minutes did not identify complete Reynolds/SitelogIQ contract documentation, and the District was similarly unable to locate complete documentation such as contracts and amendments. Valerie Shaver communicated to CLA during her interview that Reynolds/SitelogIQ has provided construction management services for the District since approximately 2013 or 2014. She did not recall whether a formal bidding process was completed initially and explained that because construction management services are a professional service, a formal bidding would not have been required. However, for contractors working under the construction manager, a formal bidding process is required, and she recalled that the bidding process was done for all projects under the construction management contract.

4) The review of email communication shows that in January 2014, there was discussion regarding the District going through the process of reviewing construction management proposals and interviewing candidates. At this time, administration recommended the Board approve Reynolds Construction Management Inc. to act as the construction manager overseeing the Woodland Hills Academy renovations. The email contained an attachment with the results of the proposals received listing "Reynolds" as one of four respondents (Exhibit 46).[12]

5) Reynolds/SitelogIQ representatives confirmed to CLA that Reynolds/SitelogIQ has been working with the District for many years. For the time under review (Fiscal Years 2019 to

[12] Board Meeting Minutes for the fiscal years prior to 2016-2017 are not available at the District's website; therefore, the corresponding Board Minutes for January 2014 were not reviewed. CLA did not take the step of requesting that the District locate archived Board Minutes for January 2014.

2022), the District had two separate types of contracts with Reynolds/SitelogIQ. One for construction management through Reynolds Construction, LLC, and the other for GESA work through Reynolds Energy Services, Inc. Reynolds/SitelogIQ representatives explained the following in regard to these two types of contracts.

a. Construction Management (CM) Agreement with Reynolds Construction, LLC

For the period under review, Reynolds/SitelogIQ had two separate CM agreements, one for the construction work at Dickson School and one for the Jr./Sr. High School additions and renovations. Each of these agreements had corresponding amendments as summarized in Table 2.

Table 2: Listing of Construction Management Agreements between the District and Reynolds Construction, LLC

Name	Date	Scope
CM Agreement	Dec 4, 2017	Intermediate School and renovation at Dickson
1st Amendment	Aug 15, 2018	Modify duration of construction phase administration services
2nd Amendment	Jan 15, 2020	Modify duration of construction phase administration services
CM Agreement	Nov 15, 2017	Jr/Sr high school Additions and Renovations, preconstruction and bidding phase services
1st Amendment	June 20, 2018	Provide for additional services if job not completed per schedule (through no fault of CM)
2nd Amendment	April 17, 2019	Add construction phase services and close out phase services
3rd Amendment	Jan 15, 2020	Modify the duration of the construction phase administration services
4th Amendment	November, 2021 Undated and unsigned	Provide front end documents and advertisements necessary to bid additional paving work at the high school.

Reynolds/SitelogIQ representatives explained that for any projects completed under the CM agreement, there is a bidding process that is part of the responsibility of the CM. The Board is responsible for approving the vendors selected to perform the work under the direction of the CM.

The District itself holds the contract with the construction and architectural companies selected to perform the work/services under the CM supervision. If needed, the CM contract can be amended, for example, to extend the construction time period or include additional work. Refer to Exhibit 01, which includes the contracts and amendments with Reynolds Construction, LLC.

b. Guaranteed Energy Savings Act (GESA) Agreement with Reynolds Energy Services, Inc.[13]

The GESA contract was executed on March 15, 2017 and each new project was memorialized with a new amendment. There were ten amendments to the contract with the last executed on November 17, 2021. The work performed under the GESA contract was related to more than five facilities.

Table 3: Listing of GESA Agreements between the District and Reynolds Energy Services, Inc.

Name	Date	Scope
GESA Agreement	May 19, 2017	Several projects listed for each site Edgewood primary school; Wilkins Primary School; District office –
Amendment 1	June 14, 2017	Lighting work at District Administrative Office
Amendment 2	July 18, 2018	HVAC system at Dickson Intermediate School
Amendment 3	February 20, 2019	HVAC, electrical, plumbing, and architectural work at Woodland Hills Junior/Senior High School
Amendment 4	April 17, 2019	HVAC, electrical, plumbing, and architectural work at Woodland Hills Junior/Senior High School
Amendment 5	September 24, 2019	Contract sum amendment costs
Amendment 6	January 15, 2020	Additional work at Dickson Intermediate School
Amendment 7	February 19, 2020	HVAC, electrical, plumbing, and glass and glazing work at Woodland Hills High School
Amendment 8	July 15, 2020	Reroute electrical feeders that are currently underground electric duct bank under the new administration additions
Amendment 9	November 11, 2021	Additional electrical work for electrical receptables, data outlets, and cabling for security cameras at Woodland Hills High School
Amendment 10	November 11, 2021	Additional cooling and window glass for select classroom areas at Wilkins Primary School

According to Reynolds/SitelogIQ representatives interviewed, GESA law allows for nineteen categories of construction and also allows for up to 15% of the contract cost to be used for any construction work even if it does not pertain to the nineteen categories allowed by law. They explained that part of the 15% could be flooring, paint, new construction such as moving a wall, etc.

For the GESA work, Reynolds Energy Services, Inc. holds the contract with the construction subcontractors, and, therefore, bidding is not required by law. However, because projects are design-build construction and Reynolds Energy Services, Inc. takes the risk of delivering the projects based on the proposal approved by the District, they do

[13] The information provided in this section is based on the interview conducted with Reynolds/SitelogIQ representatives.

put projects out to bid in an attempt to prepare the most competitive proposal for a cost effective project. All contractors executing work under a GESA project are hired by Reynolds Energy Services, Inc.

With a few limited exceptions, the GESA contract does not allow for change orders to be requested by Reynolds Energy Services, Inc.; only the District can request a change order. The amendments executed for the GESA contract relate to additional project locations approved/requested by the District. Projects completed under GESA tend to be completed in a shorter period of time. Reynolds Energy Services, Inc. individuals involved in the project would be project manager, site superintendent, and regional manager.

The projects completed through GESA have a guarantee that the annual level of energy, operations, and avoided cost savings will be achieved within 20 years. The contracts have performance savings with stated temperatures that are monitored. Under the GESA contract, the District will continue to pay an annual fee to Reynolds/SitelogIQ for the monitoring and reports provided to the District that demonstrate the cost savings.[14] The District has the ability to terminate the contract at any time; however, if the contract is cancelled the energy savings guarantee is voided as Reynolds/SitelogIQ would not continue to monitor the energy usage. Refer to Exhibit 02, which includes the GESA contracts and amendments.

6) Robert Finney, Director of Facilities/Plant Manager since August 2017, communicated to CLA that Reynolds/SitelogIQ was already the construction manager for the District prior to his employment with the District. He was aware that the District had a construction management contract with Reynolds/SitelogIQ and also a GESA contract. However, he had not been involved in overseeing the contracts and it was only once Gigliotti retired, about a year prior, that Finney was more involved in reviewing the invoices from Reynolds/SitelogIQ. Finney confirmed that for the construction management projects, Reynolds/SitelogIQ did follow a bidding process and all construction contracts were Board approved. Finney stated that Reynolds/SitelogIQ provided updates during monthly facilities meeting and to the Board.

7) CLA identified evidence that Reynolds/SitelogIQ conducted a bidding process for the construction projects over which they were the CM. Exhibit 47 includes an email communication where the invitation to bid for the Dickson Intermediate School project was discussed.[15] Included in Exhibit 48 is an email with an attached spreadsheet that details the bids received and a summary of the results for the Dickson Intermediate School project.[16] The

[14] Reynolds/SitelogIQ representatives estimated the annual cost was approximately $10,000 and communicated that the last invoice sent to the District was for $16,165.

[15] Due to the District stopping this engagement prior to completing the forensic accounting, CLA was unable to conduct procedures to verify that the construction projects completed outside of the GESA contract were publicly bid. However, the Reynolds/SitelogIQ representatives indicated that they have records of all projects put out to bid.

[16] The spreadsheet attached had multiple tabs with details of the bids received by the different respondents for each. CLA included in the exhibit only the summary page of the Excel spreadsheet.

bid summary lists the low bidders to be selected for each contract (general construction, food service equipment, casework, plumbing, electrical, demolition) resulting from the bidding process and subtotals the expected associated cost. Following the subtotal of the contracts selected through the bidding process, the GESA construction total was included.

Preliminary Results

CLA did not complete the forensic accounting steps necessary to provide preliminary results as it relates to the construction contracts, bids, and expenditures for the last four years for construction contracts. The information included above is a summary of the information learned through the steps that were completed. Examples of the additional steps that could be performed include, but are not limited to, a comprehensive review of relevant email communications, confirmation that all projects handled by Reynolds/SitelogIQ as the construction manager followed the required procurement process, and an examination of the construction expenditures.

D. Closing Paragraph

Through the results of the work performed, CLA has provided preliminary results relating to transportation contracts, print service contracts, and security contracts, as outlined above. In order to provide preliminary results for the construction contracts, additional procedures would be required.

Please contact me with any questions or if we can be of further assistance.

Sincerely,

CliftonLarsonAllen LLP

Jenny Dominguez, CPA/CFF, CFE
Principal
626-387-8227
Jenny.Dominguez@CLAconnect.com

Exhibit 1

AIA® Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 15TH day of NOVEMBER in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
Phone: (412) 731-1300

and the Construction Manager:
(Name, legal status, address and other information)

Reynolds Construction, LLC
3300 North Third Street
Harrisburg, PA 17110
Phone: (717) 238-5737

for the following Project:
(Name, location and detailed description)

RC Project No. 17-1690
Woodland Hills SD – Jr/Sr High School Additions & Renovations
280,000 SF Reno/26,500 SF Additions; Sitework
$45.2M Project Costs; $37.6M Construction Costs
(Phase 1 Services include Pre-Construction & Bidding Phase Services Only)

The Architect:
(Name, legal status, address and other information)

JC Pierce, LLC
360 Lincoln Avenue
Pittsburgh, PA 15202
Phone: (412) 307-0100

The Owner and Construction Manager agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Jr/Sr High School Additions & Renovations
$37.6M Construction Costs

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Preconstruction Phase Services: November 2017 through October 2018
Bidding Phase Services: November and December 2018

.2 Commencement of construction:

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TBD

.3 Substantial Completion date or milestone dates:

TBD

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Multiple Prime Public Bidding

§ 1.1.6 The Owner' s requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Alan Johnson, Superintendent
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
Phone: (412) 731-1300

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

Ryan Pierce
JC Pierce, LLC
360 Lincoln Avenue
Pittsburgh, PA 15202
Phone: (412) 307-0100

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

N/A

.3 Civil Engineer:

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N/A

.4 Other:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

N/A

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Jeffrey Merritt, President
Reynolds Construction, LLC
3300 North Third Street
Harrisburg, PA 17110
Phone: (717) 238-5737

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

TBD

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:
(List name, legal status, address and other information.)

N/A – All services will be provided by in-house staff.

.2 Other consultants:

N/A

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

N/A

§ 1.1.15 Other Initial Information on which the Agreement is based:

N/A

(Paragraph deleted)

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as modified by the Owner. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. See Article 1.1.11, Jeffrey P. Merritt, President.

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§ 2.5 The Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than One Million Dollars ($1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than One Million Dollars ($1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars ($500,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager' s negligent acts, errors and omissions in its performance of services with policy limits of not less than Two Million Dollars ($2,000,000.00) per claim and Four Million Dollars ($4,000,000.00) in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Phase 1 Basic Services consist of those described in Sections 3.1 and 3.2. Services described in Article 3.3 can be provided at the Owners request and will be proposed based upon project details.

§ 3.1.1 A representative of the Construction Manager shall attend meetings of the Owner's Board of School Directors as requested by the Owner to provide recommendations relating to the Project, to provide informational briefings regarding the status of the Project and for such other reasons as determined by the Owner to be necessary for the timely and cost-efficient design and construction of the Project.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner' s program, schedule and construction budget requirements, each in terms of the other.

(Paragraph deleted)

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions in an effort to maintain the Owner's construction budget.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements (including logistical planning for hauling and deliveries, site access, mobilization, lay-down and staging areas for construction), selection of materials, and building

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systems and equipment. The Construction Manager shall also provide written recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. In no event shall the Construction Manager provide architectural or engineering services.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect in writing if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract in accordance with applicable law, regulations and codes, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction as to optimize the responsiveness and competitiveness of bids and to minimize the likelihood of delays and claims.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including, phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

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§ **3.2.16** The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ **3.2.17** Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

(Paragraph deleted)
§ **3.2.19** The Construction Manager shall develop bidders' interest in the Project, establish bidding schedules and, with the assistance of the Architect, conduct a pre-bid conference. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ **3.2.20** The Construction Manager, in conjunction with the Owner, Solicitor and Architect, shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ **3.2.21** The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ **3.2.22** The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract
The below listed Construction Phase Services (Article § 3.3) are not provided in Phase 1. They may be added upon the Owners direction when the project details are known.

§ **3.3.1** Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates 120 days following the date of substantial completion.

§ **3.3.1.1** The Construction Manager, in consultation with the Architect, will organize and conduct a preconstruction meeting with the Contractors and the Owner. The meeting shall include a review of Project management, scheduling, phasing plan, lines of authority and Project procedures.

§ **3.3.2** The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. Personnel assigned to the Project by the Construction Manager shall be subject to the approval of the Owner. Construction Manager shall not reassign personnel assigned to the Project or remove such personnel from the Project without the prior approval of the Owner. The members of the Construction Manager's Project team shall devote such time to the Project as may be necessary to fully and timely discharge the Construction Manager's responsibilities hereunder. Prior to their commencement of activities, Construction Manager shall submit to the Owner a Pennsylvania State Police and Federal Bureau of Investigation criminal history reports, child abuse clearance and employment history review for all of the Construction Manager's on-site employees. The Construction Manager shall immediately remove from the Project whenever requested to do so by the Owner, any individual provided by the Construction Manager reasonably considered by the Owner to be unsatisfactory or undesirable for the Project.

§ **3.3.3** The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended by the Owner in consultation with the Architect and Construction Manager. If the Owner modifies AIA Document A232–2009 and the Construction Manager notifies the Owner prior to receipt of bids that such modifications conflict with the terms of this Agreement,

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those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.3.1 The Construction Manager shall develop a protocol for contractors' submittal to Owner of verifications that all Contractors' and subcontractors' on-site employees have been screened for state and federal criminal records, child abuse clearances and employment history reviews as required by applicable Pennsylvania law, including, without limitation, the Child Protective Services Law and Sections 111 and 111.1 of the Pennsylvania Public School Code of 1949 as amended. The Construction Manager shall provide prompt notice to the contractor and the Owner of any workmen present on the site without compliance with such procedures. Nothing herein shall render the Construction Manager responsible for contractors' failure to comply, or the acts of any contractors' and subcontractors' employees.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect. In the event of disputes or disagreements among Contractors regarding the Project schedule, the Construction Manager shall have final authority to resolve such issues within the constraints of the project milestone dates established by the Contract Documents. In the event that any Contractor fails to abide by the resolution as determined by the Construction Manager, the Construction Manager shall promptly report the situation to the Owner and the Architect. The Construction Manager's responsibilities relating to the Project schedule shall not extend to direct control over or charge of the Prime Contractors or their employees, agents or subcontractors or any other persons performing portions of the Work who are not directly employed or retained by the Construction Manager.

§ 3.3.5.1 The Construction Manager shall make recommendations to the Owner and the Architect concerning whether requests for extensions of time should be granted and the effect such extensions would have on the Project costs.

§ 3.3.5.2 The Construction Manager shall advise the Owner and the Architect promptly after learning or discovering delays or potential delays in the Project construction schedule. The Construction Manager shall recommend to the Owner courses of action to endeavor to prevent, minimize or recover from delays.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager, in conjunction with the Architect, shall prepare and distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

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§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the

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Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's willful, intentional and/or negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The Contractors shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications. The Construction Manager will be copied on responses from the Architect, and will assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, the Architect will prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents. The Construction Manager will estimate the cost of all proposed Change Orders, advise the Owner upon the validity of proposed Change Orders and/or the appropriate amounts thereof. The Construction Manager has no authority to order any work whether represented in proposed Change Orders or not unless it first obtains written authorization from the Owner, and no alterations or changes in the plans or specifications shall be made without the written approval of the Owner, nor shall any estimate, opinion or certificate of the Construction Manager be binding on the Owner. If, however, during the course of the work, an emergency condition arises, endangering life or property, and it is not possible to obtain written authorization from the Owner in time to address the emergency, the Construction Manager shall have the authority to order such emergency work as may be necessary to alleviate the condition.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 The Architect and Construction Manager will develop and implement a system for the receipt, review and approval of submittals. Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall prepare and maintain logs depicting the submittal, action upon and/or response to Contractor submittals (shop drawings, product data, samples and other submittals), requests for interpretations, substitution requests, change order proposals or requests, project closeout requirements and warranty submissions. Copies of such logs shall periodically be provided to the Owner as information relative to the progress of the Project and Contractor compliance with the Contract Documents.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems and/or delays encountered, and other similar relevant data as the Owner may require. The Construction Manager will produce and maintain photographic records of construction activities and Project progress on a regular basis. Such photos shall be dated, labeled, bound and delivered to the Owner with the submission of the Construction Manager's monthly progress reports.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

.1 Work completed for the period;

.2 Project schedule status;

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.3 Submittal schedule and status report, including a summary of remaining and outstanding Submittals;
.4 Request for information, Change Order, and Construction Change Directive status reports;
.5 Status of third-party tests and inspections;
.6 Status report of nonconforming and rejected Work and corrective action;
.7 Daily logs;
.8 Summary of all Multiple Prime Contractors' Applications for Payment;
.9 Progress photographs;
.10

(Paragraphs deleted)

General Project information of significance.

(Paragraphs deleted)

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Contractor shall prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work including the development of a close-out schedule, inspections, testing, start-up procedures, training, warranty processing and occupancy. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks received from Prime Contractors to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 The Construction Manager will assist with a close-out schedule, inspections, testing, start-up procedures, warranty processing, and occupancy.

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§ 3.3.29 The Construction Manager will monitor and document the testing, calibration and start-up of all equipment and building systems.

§ 3.3.30 The Construction Manager will collect from the Contractors and catalog all operating and instruction manuals for equipment and building systems and all warranty documentation for the Architect's review.

§ 3.3.31 The Construction Manager, in consultation with the Owner, will coordinate and assist in the training by the Contractors of Owner's personnel on the operation and maintenance of equipment and building systems, including annual maintenance schedules and warranty dates.

§ 3.3.32 The Construction Manager will coordinate close-out activities including the completion of all deficiencies, submittal of all close-out documents, resolution of change orders, and recommendations for payment of retainage.

§ 3.3.33 The Construction Manager will submit all project documentation electronically including files, records, drawings, submittals, samples, RFI's, shop drawings, change orders, change order directives, meeting minutes, project correspondence and other information to the Owner in an organized and usable form.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	**Responsibility** *(Construction Manager, Owner or Not Provided)*	**Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Measured drawings	Not Provided	
§ 4.1.2 Architectural interior design (B252™–2007)	Not Provided	
§ 4.1.3 Tenant-related services	Not Provided	
§ 4.1.4 Commissioning (B211™–2007)	To Be Determined	
§ 4.1.5 LEED® certification (B214™–2007)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall prepare an estimate of additional services fees for the Owner's approval prior to commencing such services. No fees will be paid for services rendered prior to receipt of Owner's written approval. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

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.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;

.5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding (other than appearing and testifying as a fact witness), except where the Construction Manager is party thereto;

.6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work

.7 Assistance to the Initial Decision Maker, if other than the Architect; or

.8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner, in writing, with reasonable promptness, and explain the facts and circumstances giving rise to the need. The Construction Manager shall prepare an estimate of additional service fees for the Owner's approval prior to commencing such services. No fees will be paid for services rendered prior to receipt of Owner's written approval. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services after giving written notice:

.1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.

.2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services more than 120 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is later.

.3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B101-2007, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition, as amended. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project to the extent authorized by the Owner's Board of School Directors. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

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§ **5.6** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ **5.7** The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ **5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ **5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ **5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ **5.11** The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services, but the Owner's failure or omission to do so shall not relieve the Construction Manager of its responsibilities hereunder and the Owner shall have no duty of observations, inspection or investigation.

§ **5.12** The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ **5.13** Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ **5.14** Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ **5.15** The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Construction Manager or Construction Manager' s Consultants during the Construction. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager' s judgment as a person or entity familiar with the construction industry It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager' s cost estimates and the Architect' s cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another, with the approval of the Owner.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- **.3** authorize rebidding of the Project within a reasonable time; or
- **.4** implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

(Paragraph deleted)

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner' s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable

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attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the intentional or negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution proceedings.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by a third party mediator upon whom both parties can agree. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof, provided, however, that any agreement reached in mediation is subject to approval of the Board of School Directors by resolution adopted at a duly constituted public meeting.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in the court of common pleas of Allegheny County

[X] Other: *(Specify)* As set forth in Section 8.3 below

§ 8.3 Dispute Resolution

§ 8.3.1 Any controversy, cause of action or claim arising out of or related to the Contract, or the breach thereof, shall, at the Owner's sole and exclusive option, be decided by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Owner may initiate an action against the Construction Manager in arbitration, law, or equity, at its option, and the Construction Manager agrees that the Court of Common Pleas of Allegheny County shall have jurisdiction of both the person and subject matter alleged in any complaint, and any arbitration shall be within Allegheny County, unless the Owner agrees otherwise. As a precondition to any filing, the parties shall endeavor to resolve disputes through mediation.

§ 8.3.1.1 Nothing contained in this Article is intended or shall be construed to entitle the Construction Manager to demand arbitration, it being understood and agreed that such determination shall be at the sole discretion of the Owner. The Owner's election to proceed in arbitration shall be exercised within thirty (30) days following either a request by the Construction Manager for arbitration or service of original process upon Owner pursuant to a civil proceeding.

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

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

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§ **8.3.4** In the event Owner elects to have a claim litigated in a civil action, the parties mutually waive the right to a jury trial in any court proceeding arising from or involving this Agreement.

§ 8.3.4 Consolidation or Joinder

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

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

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments of amounts not in dispute when due to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and the Construction Manager may, upon ten (10) days written notice suspend performance of services under this Agreement. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred after the thirtieth day in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ten (10) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less thanten (10) days' written notice to the Construction Manager for the Owner' s convenience and without cause. In such event, the Construction Manager shall be compensated for services performed prior to termination together with reimbursable expenses then due and all Termination Expenses as defined in Paragraph 9.7.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are those costs, other than personnel costs, incurred by the Construction Manager in anticipation of performance of its duties for which the Construction Manager is not otherwise compensated, such as cancellation fees for equipment or service leases specifically entered into for the Project. Construction Manager shall not be entitled to profits or overhead for any services not performed by reason of termination.

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§ **9.7.1** In the event of termination for the Owner' s convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed.

§ **9.7.2** In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ **10.1** This Agreement shall be governed by the law of the Commonwealth of Pennsylvania.

§ **10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction, as amended except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ **10.3** The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ **10.4** If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ **10.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ **10.6** The Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ **10.7** The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials, with the Owner's approval. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ **10.8** If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ **10.9** No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Payment by, or tentative approval or preliminary acceptance by Owner or the failure of Owner to perform any inspection hereunder, shall not constitute a final acceptance of the Work or any part thereof and shall not release Construction Manager of any of its obligation hereunder.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction & Bidding Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

$134,000 over a twelve (12) month period at $11,167 per month for Pre-Construction Phase Services. Should the Pre-Construction Phase Services exceed twelve (12) months, the Construction Manager will be compensated per hourly rates defined in Article 11.5, but not to exceed the monthly rate of $11,167.

$17,000 over a two (2) month period at $8,500 per month for Bidding Phase Services. Should the Bidding Phase Services exceed two (2) months, the Construction Manager will be compensated per hourly rates defined in Article 11.5, but not to exceed the monthly rate of $8,500.

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)
To be mutually determined in the event Owner determines to engage Construction manager for Construction Phase Services.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be mutually determined in the event Owner determines to engage Construction manager for Construction Phase Services.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

Refer to Article 11.5

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus ( ), or as otherwise stated below:

N/A

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. Commencing January 1, 2020, the rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	2017 Rate	2018 Rate	2019 Rate
Sr. Pre-construction Manager	$126	$130	$133
Architectural Estimator	$105	$109	$112
MEP Estimators	$109	$112	$115
Project Manager	$113	$117	$120
On-Site Construction Manager	$122	$126	$130
Scheduler	$105	$109	$112
Project Coordinator	$54	$56	$58

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§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project,

(Paragraphs deleted)

, as enumerated in Article 12.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus one and one tenth (1.1) times the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of zero dollars ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of two percent (2%) per annum.
(Insert rate of monthly or annual interest agreed upon.)

(Paragraph deleted)

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

A. The following expenses are included in the Construction Manager's Basic Compensation:

* Home Office Expenses
  - Photocopies, Postage, Telephone and Faxes
* Jobsite Expense
  - Water, Coffee, and Office Supplies
  - Postage and UPS
* Travel and Lodging to and from the Jobsite

B. The following expense are **not** included in the Construction Manager' s Basic Compensation and are considered additional reimbursable expenses:

- ☐ Office Trailer, Furniture, and Equipment (by Owner or Contractor)
- ☐ Jobsite Telephone and Internet Charges (by Owner or Contractor)
- ☐ Drawings, Specifications & Submittal Reproductions (by Owner or Contractor)
- ☐ Postage, UPS, and Facsimiles during the Bidding Process (by Owner or Contractor)
- ☐ Permits (by Owner or Contractor)
- ☐ Testing (by Owner or Contractor)
- ☐ Utility Costs (by Owner or Contractor)
- ☐ Overtime costs for Field Personnel required due to Contractors working more than ten (10) hours per day or on weekends, holidays or second shift.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

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.1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

Woodland Hills School District
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Jeffrey P. Merritt, President
Reynolds Construction, LLC
(Printed name and title)

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Reynolds
Building Solutions

October 31, 2017

Mr. Alan Johnson
Superintendent
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104

Mr. Johnson,

Reynolds is pleased to present this proposal for mechanical, electrical and plumbing design engineering services as well as pre-construction phase construction management services for the proposed additions and renovation project at the Woodland Hills Junior/Senior High School. Below, we have provided a scope of services to be provided for this contract, as well as a brief summary of the project as we understand it at this time.

Project Understanding:

The Woodland Hills School District has considered several options to address the facility needs at the junior/senior high school level and has chosen to proceed with Option #1 as presented. Below, we have provided a brief description of the proposed project.

Woodland Hills Junior/Senior High School Option #1 – Current Educational Plan and Infrastructure Upgrades
The proposed project includes the renovation of the existing facility and the addition of 26,500 square feet (+/-) of classroom and cafeteria space. The estimated construction budget is $37 million (not inclusive of soft costs) and we are estimating the construction duration to be 24 months.

Engineering Design Scope of Work:

During the **Schematic Design and Design Development Phases**, Reynolds will provide the following:

- Perform detailed survey of building to determine existing conditions for HVAC, plumbing and electrical systems
- Perform load calculations for HVAC and electrical systems
- Complete HVAC design and associated drafting
- Complete plumbing design
- Electrical design including power, lighting, fire alarm, data, security, and access controls
- MEP Specifications
- Design review meetings

During the **Construction Documents Phase** we will provide:

- Complete construction drawings and specifications for HVAC, electrical and plumbing systems
- Prepare submissions for code review
- Design review meeting

During the **Bidding Phase** we will provide:

- Attend pre-bid meeting and respond to RFIs
- Review all HVAC, electrical and plumbing bids for compliance with bid documents

Reynolds will provide the following **Construction Administration Services**:

- Review of shop drawings
- Construction site visits
- Respond to RFI's
- Provide punch list

Construction Management Scope of Work:

During the **Preconstruction and Bidding Phases** Reynolds will provide the following services:

- Establish and monitor design schedule
- Establish phased bid and construction schedule
- Prepare final budget
- Identify value engineering and life-cycle cost study areas
- Estimate alternate building systems
- Provide detailed cost estimates at the schematic, design development and construction document completion levels
- Conduct constructability review
- Identify long-lead delivery items for early purchasing
- Attend regular design phase coordination meetings
- Review plans and specifications
- Establish bid packages
- Identify interested contractors and suppliers
- Establish final bid packages
- Establish bidding procedures
- Distribute bidding documents
- Conduct pre-bid conferences
- Receive and evaluate bids
- Prepare construction contracts

Proposed Fees:

- Mechanical, Electrical and Plumbing Engineering - Reynolds proposes to provide the engineering scope of services denoted above for the **Woodland Hills Junior/Senior School** additions and renovation project for the **sum of $1,072,000**.

Design Phases Services	8,592 hours	$906,354
Bidding and Construction Administration	1,152 hours	$159,476
Reimbursables		$6,170
TOTAL	**9,744 hours**	**$1,072,000**

- Construction Management - Reynolds proposes to provide the Pre-construction phase construction management scope of services denoted above for the **Woodland Hills Junior/Senior School** additions and renovation project for the **sum of $151.000**.

Design Phase Services	1,212 hours	$134,000
Bidding Phase Services	172 hours	$17,000
TOTAL	**1,384 hours**	**$151,000**

We thank you again for the opportunity to present you with these proposals for your consideration. If you have any questions or concerns please do not hesitate to contact me at your convenience to discuss any or all of the options further.

Sincerely,

REYNOLDS ENTERPRISES, INC.

David S. Angle
Chief Executive Officer

Amendment #1 to
Standard Form of Agreement Between Owner and Construction Manager
AIA C132 – 2009, dated November 15, 2017
Between Woodland Hills School District
and Reynolds Construction, LLC

This Amendment #1 is made this 20 day of June 2018, between Woodland Hills School District ("Owner") and Reynolds Construction, LLC ("Construction Manager").

WHEREAS, the parties executed an AIA C132 – 2009 Agreement ("Agreement") dated November 15, 2017 for the Construction Manager to provide Pre-construction and Bidding Phase Services for the Owner's Junior/Senior High School Addition and Renovation project;

WHEREAS, the Owner wishes to add Construction Phase Administration services as provided for and described in Article 3.3;

NOW WHEREFORE, in consideration of the changes herein and intending to be legally bound, the Owner and Construction Manager amend the Agreement as follows:

1. The preceding paragraphs are incorporated herein by reference as though set forth at length.

2. In accordance with Article 3.3, Construction Phase services will be provided for the period of 24 months and Close-out Phase services for a period of 2 months.

3. With respect to Additional Services, Article 4.3.3 shall be added as follows: "If the services covered by this Agreement have not been completed within forty-two (42) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services".

4. Article 11 Compensation, 11.1.2 for Construction Phase services in Section 3.3 shall be modified to add:

   $883,200 over a twenty-four (24) month period at $36,800 per month for Construction Phase Services. Should the Construction Phase services exceed twenty-four (24) months, the Construction Manager will be compensated at the monthly rate of $36,800, or per hourly rates defined in Article 11.5.

   $38,000 over a two (2) month period at $19,000 per month for Close-Out Phase Services. Should the Close-Out Phase services exceed two (2) months, the Construction Manager will be compensated at the monthly rate of $19,000, or per hourly rates defined in Article 11.5.

5. Article 11.2 Compensation for Additional Services, add "Refer to Article 11.5."

6. Article 11.3 Compensation for Additional Services, add "Refer to Article 11.5."

7. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement and Assignment are and shall remain in full force and effect.

The parties, through their authorized representatives enter into this Amendment the day and year first above written.

OWNER

Owner (Signature)

Name & Title Jamie Glasser
Board President

Woodland Hills School District

CONSTRUCTION MANAGER

Construction Manager (Signature)

Jeffrey P. Merritt, President

Reynolds Construction, LLC

June 13, 2019

Mr. Michael A. Gigliotti
Business Manager/Board Secretary
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104

RE: Woodland Hills School District
Jr/Sr High School Additions & Renovations
RC Project No. 17-1690
Amendment #2 to Owner-CM Agreement

Dear Mr. Gigliotti:

Enclosed please find one fully executed original Amendment #2 to the Owner-Construction Manager Agreement between Woodland Hills School District and Reynolds Construction LLC., for the above referenced project.

Should you have any questions, please contact me. Thank you.

Sincerely,

Sheri L. Fuller
Project Coordinator

Attachment (Amendment)

CC: Project File 101A
Corporate Contract File (Copy)
Rob Strickler, RC (E Copy)
Jeff Merritt, RC (E Copy)

3300 North Third Street, Harrisburg, PA 17110
Phone: 717-238-5737 Fax: 717-238-9410
www.reynoldssolutions.com

Amendment #2 to
Standard Form of Agreement Between Owner and Construction Manager
AIA C132 – 2009, dated November 15, 2017
Between Woodland Hills School District
and Reynolds Construction, LLC

This Amendment #2 is made this 17th day of April 2019, between Woodland Hills School District ("Owner") and Reynolds Construction, LLC ("Construction Manager").

WHEREAS, the parties executed an AIA C132 – 2009 Agreement ("Agreement") dated November 15, 2017 for the Construction Manager to provide Pre-construction and Bidding Phase Services for the Owner's Junior/Senior High School Addition and Renovation project;

WHEREAS, the Owner wishes to add Construction Phase Administration services as provided for and described in Article 3.3;

NOW WHEREFORE, in consideration of the changes herein and intending to be legally bound, the Owner and Construction Manager amend the Agreement as follows:

1. The preceding paragraphs are incorporated herein by reference as though set forth at length.

2. In accordance with Article 3.3, Construction Phase services will be provided for the period of 18 months and Close-out Phase services for a period of 2 months.

3. Article 11 Compensation, 11.1.1 Compensation for Pre-Construction & Bidding Phase services, listed in Section 3.2, shall be modified to add that compensation will be paid per the below defined Performance criteria:

   As of the date of this amendment, $55,866 has been paid of the $151,000 total Pre-con & Bidding phase fee. Payment of the balance of $95,134 will be based on a performance guarantee outlined below:

   - Performance guarantee #1 – Improvement in Communication. Board involvement in alternate selections, value engineering decisions, etc. Budget is clearly explained so that educated decisions can be made by the district. Should these parameters, to the reasonable judgment of the District, be met, **$35,134** of the preconstruction fee will be released prior to the receipt of bids.
   - Performance Guarantee #2 – bid results are not more than 5% over or 10% under the final estimate. Should the bids fall within this range **$30,000** of the preconstruction fee will be released within 30 days of the receipt of bids.
   - Performance guarantee #3 – the total of "design omission" related changes is not more than 1.5% of the construction costs for the public bid portion of the project

(unforeseen conditions – concealed or subsurface, owner requests, errors, code related, etc changes are not included in this definition). Adherence to this metric will result in the release of **$30,000** of the preconstruction fee. This payment will be made 30 days following the Substantial completion of the project.

4. Article 11 Compensation, 11.1.2 for Construction Phase services in Section 3.3 shall be modified to add:

   $572,000 over an eighteen (18) month period at $31,777 per month for Construction Phase Services. Should the Construction Phase services exceed eighteen (18) months, the Construction Manager will be compensated per hourly rates defined in Article 11.5, but not the exceed the monthly rate of $31,777.

   $26,000 over a two (2) month period at $13,000 per month for Close-Out Phase Services. Should the Close-Out Phase services exceed two (2) months, the Construction Manager will be compensated per hourly rates defined in Article 11.5, but not to exceed the monthly rate of $13,000.

5. Article 11.2 Compensation for Additional Services, add "Refer to Article 11.5."

6. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement and Assignment are and shall remain in full force and effect.

The parties, through their authorized representatives enter into this Amendment the day and year first above written.

OWNER	**CONSTRUCTION MANAGER**
Owner (Signature)	Construction Manager (Signature)
Jamie Glasser, Board President	Jeffrey P. Merritt, President
Woodland Hills School District	Reynolds Construction, LLC

Amendment #3 to
Standard Form of Agreement Between Owner and Construction Manager
AIA C132 – 2009, dated November 15, 2017
Between Woodland Hills School District
and Reynolds Construction, LLC

This Amendment #3 is made this 15 day of January 2020, between Woodland Hills School District ("Owner") and Reynolds Construction, LLC ("Construction Manager").

WHEREAS, the parties executed an AIA C132 – 2009 Agreement ("Agreement") dated November 15, 2017 for the Construction Manager to provide Pre-construction and Bidding Phase Services for the Owner's Junior/Senior High School Addition and Renovation project;

WHEREAS, the Owner wishes to add Construction Phase Administration services as provided for and described in Article 3.3;

WHEREAS, the Owner wishes to modify the duration of the Construction Phase Administration services as provided for and described in Article 3.3;

NOW WHEREFORE, in consideration of the changes herein and intending to be legally bound, the Owner and Construction Manager amend the Agreement as follows:

1. The preceding paragraphs are incorporated herein by reference as though set forth at length.

2. With respect to Article 3.3, Construction Phase services will be provided for the period of 22 months (in lieu of 18 months as noted in Amendment #2). Close-out Phase services will remain unchanged (2 months).

3. Article 11 Compensation, 11.1.2 for Construction Phase services in Section 3.3 shall be modified to add:

   $699,094 over a twenty-two (22) month period at $31,777 per month for Construction Phase Services. Should the Construction Phase services exceed twenty-two (22) months, the Construction Manager will be compensated at the monthly rate of $31,777, or per hourly rates defined in Article 11.5.

   $26,000 over a two (2) month period at $13,000 per month for Close-Out Phase Services. Should the Close-Out Phase services exceed two (2) months, the Construction Manager will be compensated at the monthly rate of $13,000, or per hourly rates defined in Article 11.5.

4. Article 11.2 Compensation for Additional Services, add "Refer to Article 11.5."

5. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement and Assignment are and shall remain in full force and effect.

The parties, through their authorized representatives enter into this Amendment the day and year first above written.

OWNER

Owner (Signature)

Jamie Glasser, President

Woodland Hills School District

CONSTRUCTION MANAGER

Construction Manager (Signature)

Jeffrey P. Merritt, President

Reynolds Construction, LLC

Amendment #4 to
Standard Form of Agreement Between Owner and Construction Manager
AIA C132 – 2009, dated November 15, 2017
Between Woodland Hills School District
and Reynolds Construction, LLC d/b/a SitelogIQ Construction Management

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This Amendment #4 is made this ____day of November, 2021, between Woodland Hills School District ("Owner") and Reynolds Construction, LLC d/b/a SitelogIQ Construction Management ("Construction Manager").

WHEREAS, the parties executed an AIA C132 – 2009 Agreement ("Agreement") dated November 15, 2017 for the Construction Manager to provide Pre-construction and Bidding Phase Services for the Owner's Junior/Senior High School Addition and Renovation project;

WHEREAS, the Owner wishes to add paving work at the High School which will be designed by the Owner's civil engineer. The Owner wants the Construction Manager to provide front end documents and advertisements necessary to bid such work. This additional work will be billed on a time and material basis.

NOW WHEREFORE, in consideration of the changes herein and intending to be legally bound, the Owner and Construction Manager amend the Agreement as follows:

1. The preceding paragraphs are incorporated herein by reference as though set forth at length.

2. Article 11.2 Compensation for Additional Services, add "Refer to Article 11.5." The current rates are as follows:

Employee	2021 Rate	2022 Rate	2023 Rate	2024 Rate
Project Executive	$162/Hour	$167/Hour	$172/Hour	$177/Hour
Sr. Pre-Construction Manager	$143/Hour	$147/Hour	$151/Hour	$156/Hour
Architectural Estimator	$122/Hour	$126/Hour	$130/Hour	$134/Hour
MEP Estimator	$136/Hour	$140/Hour	$144/Hour	$148/Hour
Project Manager	$133/Hour	$137/Hour	$141/Hour	$145/Hour
On-Site Construction Manager	$148/Hour	$152/Hour	$157/Hour	$162/Hour
Scheduler	$119/Hour	$123/Hour	$127/Hour	$131/Hour
Project Coordinator	$77/Hour	$79/Hour	$8l /Hour	$83/Hour

3. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement and Assignment are and shall remain in full force and effect.

The parties, through their authorized representatives enter into this Amendment the day and year first above written.

OWNER	**CONSTRUCTION MANAGER**
_____	_____
Owner (Signature)	Construction Manager (Signature)
Name & Title	Name & Title
Woodland Hills School District	Reynolds Construction, LLC d/b/a SitelogIQ Construction Management

AIA® Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 4 day of Dec. in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
Phone: (412) 731-1300

and the Construction Manager:
(Name, legal status, address and other information)

Reynolds Construction, LLC
3300 North Third Street
Harrisburg, PA 17110
Phone: (717) 238-5737

for the following Project:
(Name, location and detailed description)

RC Project No. 17-1680
Woodland Hills SD-Intermediate School Additions & Renovations at Dickson Site
61,000 SF Reno/37,000 SF Additions; Sitework
$26M Project Costs; $21M Construction Costs

The Architect:
(Name, legal status, address and other information)

JC Pierce, LLC
360 Lincoln Avenue
Pittsburgh, PA 15202
Phone: (412) 307-0100

The Owner and Construction Manager agree as follows.

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Intermediate School Additions & Renovations at Dickson Site
$21M Construction Costs

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Preconstruction Phase Services: July 2017 through February 2018
Bidding Phase Services: March 2018 through April 2018

.2 Commencement of construction:

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Construction Phase Services: May 2018 through August 2019

.3 Substantial Completion date or milestone dates:

Close-Out Phase Services: September 2019 through October 2019

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Multiple Prime Public Bidding

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

N/A

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Alan Johnson, Superintendent
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
Phone: (412) 731-1300

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

Ryan Pierce
JC Pierce, LLC
360 Lincoln Avenue
Pittsburgh, PA 15202
Phone: (412) 307-0100

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

N/A

.3 Civil Engineer:

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N/A

.4 Other:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

N/A

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Jeffrey Merritt, President
Reynolds Construction, LLC
3300 North Third Street
Harrisburg, PA 17110
Phone: (717) 238-5737

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

Full-time On-Site Construction Manager

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:
(List name, legal status, address and other information.)

N/A – All services will be provided by in-house staff.

.2 Other consultants:

N/A

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

N/A

§ 1.1.15 Other Initial Information on which the Agreement is based:

N/A

~~**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.~~

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2009, Standard Form of Agreement Between Owner and Architect,

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Construction Manager as Adviser ~~Edition.~~ Edition, as modified by the Owner. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. See Article 1.1.11, Jeffrey P. Merritt, President.

§ 2.5 ~~Except with the Owner's knowledge and consent, the~~ The Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than ~~($ – –)~~ One Million Dollars ($1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than ~~($ – –)~~ One Million Dollars ($1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than ~~($ –).~~ Five Hundred Thousand Dollars ($500,000.00).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than ~~($ –) per claim and~~ Two Million Dollars ($2,000,000.00) per claim and Four Million Dollars ($4,000,000.00) in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and ~~3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.~~ **3.3.**

§ 3.1.1 A representative of the Construction Manager shall attend meetings of the Owner's Board of School Directors as requested by the Owner to provide recommendations relating to the Project, to provide informational briefings regarding the status of the Project and for such other reasons as determined by the Owner to be necessary for the timely and cost-efficient design and construction of the Project.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

~~§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project~~

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~~schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.~~

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own ~~suggestions.~~suggestions in an effort to maintain the Owner's construction budget.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and ~~improvements,~~ improvements (including logistical planning for hauling and deliveries, site access, mobilization, lay-down and staging areas for construction), selection of materials, and building systems and equipment. The Construction Manager shall also provide written recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. In no event shall the Construction Manager provide architectural or engineering services.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule ~~included in the Construction Management Plan~~ for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate ~~intervals agreed to by the Owner, Construction Manager and Architect,~~ intervals, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect in writing if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate ~~Contract,~~ Contract in accordance with applicable law, regulations and codes, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased ~~construction.~~construction as to optimize the responsiveness and competitiveness of bids and to minimize the likelihood of delays and claims.

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§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, ~~including~~ including, phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

~~**§ 3.2.18** The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.~~

§ 3.2.19 The Construction Manager shall develop bidders' interest in the ~~Project and establish bidding schedules.~~ Project, establish bidding schedules and, with the assistance of the Architect, conduct a pre-bid conference. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction ~~Manager~~ Manager, in conjunction with the Owner, Solicitor and Architect, shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates ~~on the date the Architect issues the final Certificate for Payment.~~ 120 days following the date of substantial completion.

§ 3.3.1.1 The Construction Manager, in consultation with the Architect, will organize and conduct a preconstruction meeting with the Contractors and the Owner. The meeting shall include a review of Project management, scheduling, phasing plan, lines of authority and Project procedures.

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§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. Personnel assigned to the Project by the Construction Manager shall be subject to the approval of the Owner. Construction Manager shall not reassign personnel assigned to the Project or remove such personnel from the Project without the prior approval of the Owner. The members of the Construction Manager's Project team shall devote such time to the Project as may be necessary to fully and timely discharge the Construction Manager's responsibilities hereunder. Prior to their commencement of activities, Construction Manager shall submit to the Owner a Pennsylvania State Police and Federal Bureau of Investigation criminal history reports, child abuse clearance and employment history review for all of the Construction Manager's on-site employees. The Construction Manager shall immediately remove from the Project whenever requested to do so by the Owner, any individual provided by the Construction Manager reasonably considered by the Owner to be unsatisfactory or undesirable for the Project.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition. If the Owner and Contractor modify AIA Document A232–2009,~~ Edition, as amended by the Owner in consultation with the Architect and Construction Manager. If the Owner modifies AIA Document A232–2009 and the Construction Manager notifies the Owner prior to receipt of bids that such modifications conflict with the terms of this Agreement, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.3.1 The Construction Manager shall develop a protocol for contractors' submittal to Owner of verifications that all Contractors' and subcontractors' on-site employees have been screened for state and federal criminal records, child abuse clearances and employment history reviews as required by applicable Pennsylvania law, including, without limitation, the Child Protective Services Law and Sections 111 and 111.1 of the Pennsylvania Public School Code of 1949 as amended. The Construction Manager shall provide prompt notice to the contractor and the Owner of any workmen present on the site without compliance with such procedures. Nothing herein shall render the Construction Manager responsible for contractors' failure to comply, or the acts of any contractors' and subcontractors' employees.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect. In the event of disputes or disagreements among Contractors regarding the Project schedule, the Construction Manager shall have final authority to resolve such issues within the constraints of the project milestone dates established by the Contract Documents. In the event that any Contractor fails to abide by the resolution as determined by the Construction Manager, the Construction Manager shall promptly report the situation to the Owner and the Architect. The Construction Manager's responsibilities relating to the Project schedule shall not extend to direct control over or charge of the Prime Contractors or their employees, agents or subcontractors or any other persons performing portions of the Work who are not directly employed or retained by the Construction Manager.

§ 3.3.5.1 The Construction Manager shall make recommendations to the Owner and the Architect concerning whether requests for extensions of time should be granted and the effect such extensions would have on the Project costs.

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§ 3.3.5.2 The Construction Manager shall advise the Owner and the Architect promptly after learning or discovering delays or potential delays in the Project construction schedule. The Construction Manager shall recommend to the Owner courses of action to endeavor to prevent, minimize or recover from delays.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction ~~Manager~~ Manager, in conjunction with the Architect, shall prepare and ~~promptly~~ distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.~~If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.~~

~~§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.~~

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there ~~is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.~~

~~.2 Where there~~ are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from

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the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's willful, intentional and/or negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.16 The ~~Construction Manager~~ Contractors shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and ~~Specifications with its written recommendation, and~~ Specifications. The Construction Manager will be copied on responses from the Architect, and will assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, the Architect will prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents. The Construction Manager will estimate the cost of all proposed Change Orders, advise the Owner upon the validity of proposed Change Orders and/or the appropriate amounts thereof. The Construction Manager has no authority to order any work whether represented in proposed Change Orders or not unless it first obtains written authorization from the Owner, and no alterations or changes in the plans or specifications shall be made without the written approval of the Owner, nor shall any estimate, opinion or certificate of the Construction Manager

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be binding on the Owner. If, however, during the course of the work, an emergency condition arises, endangering life or property, and it is not possible to obtain written authorization from the Owner in time to address the emergency, the Construction Manager shall have the authority to order such emergency work as may be necessary to alleviate the condition.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 The Architect and Construction Manager will develop and implement a system for the receipt, review and approval of submittals. Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall ~~promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.~~prepare and maintain logs depicting the submittal, action upon and/or response to Contractor submittals (shop drawings, product data, samples and other submittals), requests for interpretations, substitution requests, change order proposals or requests, project closeout requirements and warranty submissions. Copies of such logs shall periodically be provided to the Owner as information relative to the progress of the Project and Contractor compliance with the Contract Documents.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems and/or delays encountered, and other similar relevant data as the Owner may require. The Construction Manager will produce and maintain photographic records of construction activities and Project progress on a regular basis. Such photos shall be dated, labeled, bound and delivered to the Owner with the submission of the Construction Manager's monthly progress reports.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- **.1** Work completed for the period;
- **.2** Project schedule status;
- **.3** Submittal schedule and status report, including a summary of remaining and outstanding ~~submittals;~~ Submittals;
- **.4** Request for information, Change Order, and Construction Change Directive status reports;
- **.5** ~~Tests and inspection reports;~~Status of third-party tests and inspections;
- **.6** Status report of nonconforming and rejected ~~Work;~~ Work and corrective action;
- **.7** Daily logs;
- **.8** Summary of all Multiple Prime Contractors' Applications for Payment;
- **.9** ~~Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;~~ Progress photographs;
- **.10** ~~Cash flow and forecast reports; and~~
- ~~**.11** Any other items the Owner may require:~~

General Project information of significance.

~~**§ 3.3.20.2** In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:~~

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~~.1 Contractor's work force report;~~
~~.2 Equipment utilization report;~~
~~.3 Cost summary, comparing actual costs to updated cost estimates; and~~
~~.4 Any other items as the Owner may require:~~

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall ~~maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall~~ make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the ~~Construction Manager shall, jointly with the Contractor,~~ Contractor shall prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the ~~Work.~~ Work including the development of a close-out schedule, inspections, testing, start-up procedures, training, warranty processing and occupancy. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks received from Prime Contractors to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 ~~Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.~~ The Construction Manager will assist with a close-out schedule, inspections, testing, start-up procedures, warranty processing, and occupancy.

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~~§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

§ 3.3.29 The Construction Manager will monitor and document the testing, calibration and start-up of all equipment and building systems.

§ 3.3.30 The Construction Manager will collect from the Contractors and catalog all operating and instruction manuals for equipment and building systems and all warranty documentation for the Architect's review.

§ 3.3.31 The Construction Manager, in consultation with the Owner, will coordinate and assist in the training by the Contractors of Owner's personnel on the operation and maintenance of equipment and building systems, including annual maintenance schedules and warranty dates.

§ 3.3.32 The Construction Manager will coordinate close-out activities including the completion of all deficiencies, submittal of all close-out documents, resolution of change orders, and recommendations for payment of retainage.

§ 3.3.33 The Construction Manager will submit all project documentation electronically including files, records, drawings, submittals, samples, RFI's, shop drawings, change orders, change order directives, meeting minutes, project correspondence and other information to the Owner in an organized and usable form.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	**Responsibility** *(Construction Manager, Owner or Not Provided)*	**Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Measured drawings	Not Provided	
§ 4.1.2 Architectural interior design (B252™–2007)	Not Provided	
§ 4.1.3 Tenant-related services	Not Provided	
§ 4.1.4 Commissioning (B211™–2007)	To Be Determined	
§ 4.1.5 LEED® certification ~~(B214™–2012)~~ (B214™–2007)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall prepare an estimate of additional services fees for the Owner's approval prior to commencing such services. No fees will be paid for services rendered prior to receipt of Owner's written approval. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

~~.1~~ .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

~~.2~~ .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;

~~.3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;~~

~~.4 Preparation for, and attendance at, a public presentation, meeting or hearing;~~

~~.5~~ .5 Preparation for, and attendance at a dispute resolution proceeding or legal ~~proceeding,~~ proceeding (other than appearing and testifying as a fact witness), except where the Construction Manager is party thereto;

~~.6~~ .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such ~~Work;~~ Work

~~.7~~ .7 Assistance to the Initial Decision Maker, if other than the Architect; or

~~.8~~ .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the ~~Owner~~ Owner, in writing, with reasonable promptness, and explain the facts and circumstances giving rise to the need. The Construction Manager shall prepare an estimate of additional service fees for the Owner's approval prior to commencing such services. No fees will be paid for services rendered prior to receipt of Owner's written approval. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those ~~services:~~ services after giving written notice:

.1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.

.2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services ~~60~~ more than 120 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is ~~earlier.~~ later.

.3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

~~§ 4.3.3 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. ~~Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.~~

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

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§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document ~~B132–2009,~~ B101-2007, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser ~~Edition.~~ Edition, as amended. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the ~~Project.~~ Project to the extent authorized by the Owner's Board of School Directors. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 ~~Unless provided by the Construction Manager, the~~ The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 ~~Unless provided by the Construction Manager, the~~ The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's ~~services.~~ services, but the Owner's failure or omission to do so shall not relieve the Construction Manager of its responsibilities hereunder and the Owner shall have no duty of observations, inspection or investigation.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's

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consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work ~~includes~~ does not include the compensation of the Construction Manager ~~and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any.~~ or Construction Manager's Consultants during the Construction. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one ~~another.~~ another, with the approval of the Owner.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- **.3** authorize rebidding of the Project within a reasonable time; or
- ~~**.3**~~ **.4** implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other

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information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

~~§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the intentional or negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement.~~The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.~~

~~§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.~~

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute ~~resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~resolution proceedings.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by ~~the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ a third party mediator upon whom both parties can agree. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a ~~complaint or other appropriate demand for binding dispute resolution but,~~ complaint, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of ~~60~~ sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. ~~If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction ~~thereof.~~thereof, provided, however, that any agreement reached in mediation is subject to approval of the Board of School Directors by resolution adopted at a duly constituted public meeting.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in ~~a court of competent jurisdiction~~the court of common pleas of Allegheny County

~~[ ] Other: *(Specify)*~~

X] Other: *(Specify)* As set forth in Section 8.3 below

§ 8.3 ~~Arbitration~~Dispute Resolution
§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question~~ Any controversy, cause of action or claim arising out of or related to ~~this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be~~ the Contract, or the breach thereof, shall, at the Owner's sole and exclusive option, be decided by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of ~~the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~ this Agreement. The Owner may initiate an action against the Construction Manager in arbitration, law, or equity, at its option, and the Construction Manager agrees that the Court of Common Pleas of Allegheny County shall have jurisdiction of both the person and subject matter alleged in any complaint, and any arbitration shall be within Allegheny County, unless the Owner agrees otherwise. As a precondition to any filing, the parties shall endeavor to resolve disputes through mediation.

§ 8.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~Nothing contained in this Article is intended or shall be construed to entitle the Construction Manager to demand arbitration, it being understood and agreed that such determination shall be at the sole discretion of the Owner. The Owner's election to proceed in arbitration shall be exercised within thirty (30) days following either a request by the Construction Manager for arbitration or service of original process upon Owner pursuant to a civil proceeding.

§ 8.3.2 The foregoing agreement to ~~arbitrate~~ arbitrate, if elected by the Owner, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

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

§ 8.3.4 In the event Owner elects to have a claim litigated in a civil action, the parties mutually waive the right to a jury trial in any court proceeding arising from or involving this Agreement.

§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration,

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provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments of amounts not in dispute when due to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and ~~cause for termination or, at the Construction Manager's option, cause for suspension of~~ the Construction Manager may, upon ten (10) days written notice suspend performance of services under this Agreement. ~~If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services.~~ In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to ~~suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services.~~ suspension. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than thirty (30) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred after the thirtieth day in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 ~~cumulative~~ consecutive days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~ ten (10) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may ~~terminate this~~ terminatethis Agreement upon not less ~~than seven~~ thanten (10) days' written notice to the Construction Manager for the Owner's convenience and without cause. In such event, the Construction Manager shall be compensated for services performed prior to termination together with reimbursable expenses then due and all Termination Expenses as defined in Paragraph 9.7.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses ~~are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination~~ those costs, other than personnel costs, incurred by the Construction Manager in anticipation of performance of its duties for which the Construction Manager is not otherwise compensated, ~~plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.~~ such as cancellation fees for equipment or service leases specifically entered into for the Project. Construction Manager shall not be entitled to profits or overhead for any services not performed by reason of termination.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services ~~performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.~~ performed.

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§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services ~~performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.~~performed.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~Commonwealth of Pennsylvania.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2009, General Conditions of the Contract for Construction, as amended except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ The Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional ~~materials.~~ materials, with the Owner's approval. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Payment by, or tentative approval or preliminary acceptance by Owner or the failure of Owner to perform any inspection hereunder, shall not constitute a final acceptance of the Work or any part thereof and shall not release Construction Manager of any of its obligation hereunder.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction & Bidding Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

$92,000 over an eight (8) month period at $11,500 per month for Pre-Construction Phase Services. Should the Pre-Construction Phase Services exceed eight (8) months, the Construction Manager will be compensated at the monthly rate of $11,500, or per hourly rates defined in Article 11.5.

$16,000 over a two (2) month period at $8,000 per month for Bidding Phase Services. Should the Bidding Phase Services exceed two (2) months, the Construction Manager will be compensated at the monthly rate of $8,000, or per hourly rates defined in Article 11.5.

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

$536,000 over a sixteen (16) month period at $33,500 per month for Construction Phase Services. Should the Construction Phase Services exceed sixteen (16) months, the Construction Manager will be compensated at the monthly rate of $33,500, or per hourly rates defined in Article 11.5.

$36,000 over a two (2) month period at $18,000 per month for Close-Out Phase Services. Should the Close-Out Phase Services exceed two (2) months, the Construction Manager will be compensated at the monthly rate of $18,000, or per hourly rates defined in Article 11.5.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

Refer to Article 11.5

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus ~~percent (%),~~ ( ), or as otherwise stated below:

N/A

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. ~~The~~ Commencing January 1, 2020, the rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

~~**Employee or Category**~~ ~~**Rate ($0.00)**~~

Employee or Category	2017 Rate	2018 Rate	2019 Rate
Sr. Pre-construction Manager	$126	$130	$133
Architectural Estimator	$105	$109	$112

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MEP Estimators	$109	$112	$115
Project Manager	$113	$117	$120
On-Site Construction Manager	$122	$126	$130
Scheduler	$105	$109	$112
Project Coordinator	$54	$56	$58

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, ~~as follows:~~

~~.1 Transportation and authorized out-of-town travel and subsistence;~~

~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~

~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~

~~.4 Printing, reproductions, plots, standard form documents;~~

~~.5 Postage, handling and delivery;~~

~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~

~~.7 Professional photography, and presentation materials requested by the Owner;~~

~~.8 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;~~

~~.9 All taxes levied on professional services and on reimbursable expenses;~~

~~.10 Site office expenses; and~~

~~.11 Other similar Project-related expenditures.~~, as enumerated in Article 12.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus ~~percent (- - -%) of~~ one and one tenth (1.1) times the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of ~~($ - -)~~ zero dollars ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~(- -)~~ sixty (60) days after the invoice date shall bear interest ~~at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~at the rate of two percent (2%) per annum.

(Insert rate of monthly or annual interest agreed upon.)

~~%~~

~~**§ 11.7.3** The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

A. The following expenses are included in the Construction Manager's Basic Compensation:

* Home Office Expenses

- Photocopies, Postage, Telephone and Faxes

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* Jobsite Expense
- Water, Coffee, and Office Supplies
- Postage and UPS

* Travel and Lodging to and from the Jobsite

B. The following expense are **not** included in the Construction Manager's Basic Compensation and are considered additional reimbursable expenses:

- ☐ Office Trailer, Furniture, and Equipment (by Owner or Contractor)
- ☐ Jobsite Telephone and Internet Charges (by Owner or Contractor)
- ☐ Drawings, Specifications & Submittal Reproductions (by Owner or Contractor)
- ☐ Postage, UPS, and Facsimiles during the Bidding Process (by Owner or Contractor)
- ☐ Permits (by Owner or Contractor)
- ☐ Testing (by Owner or Contractor)
- ☐ Utility Costs (by Owner or Contractor)
- ☐ Overtime costs for Field Personnel required due to Contractors working more than ten (10) hours per day or on weekends, holidays or second shift.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Woodland Hills School District	Jeffrey P. Merritt, President Reynolds Construction, LLC
(Printed name and title)	*(Printed name and title)*

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Amendment #1 to
Standard Form of Agreement Between Owner and Construction Manager
AIA C132 – 2009, dated December 4, 2017
Between Woodland Hills School District
and Reynolds Construction, LLC

This Amendment #1 is made this 15th day of August 2018, between Woodland Hills School District ("Owner") and Reynolds Construction, LLC ("Construction Manager").

WHEREAS, the parties executed an AIA C132 – 2009 Agreement ("Agreement") dated December 4, 2017 for the Construction Manager to provide Pre-construction, Bidding, Construction and Close-out Phase Services for the Owner's Intermediate School Additions & Renovations at the Dickson site;

WHEREAS, the Owner wishes to modify the duration of the Construction Phase Administration services as provided for and described in Article 3.3;

NOW WHEREFORE, in consideration of the changes herein and intending to be legally bound, the Owner and Construction Manager amend the Agreement as follows:

1. The preceding paragraphs are incorporated herein by reference as though set forth at length.

2. In accordance with Article 3.3, Construction Phase services will be provided for the period of 18 months and Close-out Phase services for a period of 2 months.

3. Article 11 Compensation, 11.1.2 for Construction Phase services in Section 3.3 shall be modified to read:

   $603,000 over an eighteen (18) month period at $33,500 per month for Construction Phase Services. Should the Construction Phase services exceed eighteen (18) months, the Construction Manager will be compensated per the hourly rates as defined in Article 11.5, but not to exceed the monthly rate of $33,500.00.

   $36,000 over a two (2) month period at $18,000 per month for Close-Out Phase Services. Should the Close-Out Phase services exceed two (2) months, the Construction Manager will be compensated per the hourly rates as defined in Article 11.5, but not to exceed the monthly rate of $18,000.00.

4. Article 11.2 Compensation for Additional Services, add "Refer to Article 11.5."

5. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement and Assignment are and shall remain in full force and effect.

The parties, through their authorized representatives enter into this Amendment the day and year first above written.

OWNER

Owner (Signature)

Name & Title Jamie Glasser
Board President

Woodland Hills School District

CONSTRUCTION MANAGER

Construction Manager (Signature)

Jeffrey P. Merritt, President

Reynolds Construction, LLC

Amendment #2 to
Standard Form of Agreement Between Owner and Construction Manager
AIA C132 – 2009, dated December 4, 2017
Between Woodland Hills School District
and Reynolds Construction, LLC

This Amendment #2 is made this 15 day of ~~November 2019~~ January 2020, between Woodland Hills School District ("Owner") and Reynolds Construction, LLC ("Construction Manager").

WHEREAS, the parties executed an AIA C132 – 2009 Agreement ("Agreement") dated December 4, 2017 for the Construction Manager to provide Pre-construction, Bidding, Construction and Close-out Phase Services for the Owner's Intermediate School Additions & Renovations at the Dickson site;

WHEREAS, the Owner wishes to modify the duration of the Construction Phase Administration services as provided for and described in Article 3.3;

NOW WHEREFORE, in consideration of the changes herein and intending to be legally bound, the Owner and Construction Manager amend the Agreement as follows:

1. The preceding paragraphs are incorporated herein by reference as though set forth at length.

2. In accordance with Article 3.3, Construction Phase services will be provided for the period of 20 months and Close-out Phase services for a period of 2 months.

3. Article 11 Compensation, 11.1.2 for Construction Phase services in Section 3.3 shall be modified to read:

   $670,000 over a twenty (20) month period at $33,500 per month for Construction Phase Services. Should the Construction Phase services exceed ~~eighteen~~ TWENTY (20) months, the Construction Manager will be compensated per the hourly rates as defined in Article 11.5, but not to exceed the monthly rate of $33,500.

   $36,000 over a two (2) month period at $18,000 per month for Close-Out Phase Services. Should the Close-Out Phase services exceed two (2) months, the Construction Manager will be compensated per the hourly rates as defined in Article 11.5, but not to exceed the monthly rate of $18,000.

4. Article 11.2 Compensation for Additional Services, add "Refer to Article 11.5."

5. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement and Assignment are and shall remain in full force and effect.

The parties, through their authorized representatives enter into this Amendment the day and year first above written.

OWNER

Owner (Signature)

Name & Title Jamie Glasser
Board President

Woodland Hills School District

CONSTRUCTION MANAGER

Construction Manager (Signature)

Jeffrey P. Merritt, President

Reynolds Construction, LLC

Exhibit 2

Reynolds

May 19, 2017

Mr. Alan Johnson
Superintendent
Woodland Hills School District
2430 Greensburg Pike
Pittsburgh, PA 15221

RE: Woodland Hills School District
Energy Savings Project
RES Project No. 16-9118
Guaranteed Energy Savings Agreement &
Performance/Payment Bond

Dear Mr. Johnson:

Enclosed please find one (1) executed original of the Guaranteed Energy Savings Agreement between Woodland Hills School District and Reynolds Energy Services, Inc. for the above referenced project. Also enclosed, is a copy of the Performance and Payment Bonds, also for the above referenced project, for your records.

Should you have any questions or concerns regarding our coverage, please contact me.

Sincerely,

REYNOLDS ENERGY SERVICES, INC.

April T. Ploutz
Contracts Administrator/PC

Attachments (Agreement & Bonds)

CC: Project File 101A
Corporate Contract File (Copy)

3300 North Third Street, Harrisburg, PA 17110
Phone: 717-238-5737 Fax: 717-238-9410
www.reynoldssolutions.com

REYNOLDS ENERGY SERVICES, INC.
GUARANTEED ENERGY SERVICES AGREEMENT

This Guaranteed Energy Services Agreement (the "Agreement") is made and entered into as of this 15th day of March, 2017, by and between Reynolds Energy Services, Inc. ("RES"), having its principal offices at 3300 North 3rd Street, Harrisburg, PA 17110, and Woodland Hills School District ("Customer") with its principal offices at 531 Jones Avenue, North Braddock, PA 15104, for the purpose of the sale and installation of certain energy saving measures and equipment, described in Schedule A, and providing other services designed to save energy for the Customer's property and building(s), known as Wilkins Primary School, Edgewood Primary School and District Administration Offices (the "Premises").

RECITALS

WHEREAS, Customer owns and operates the Premises, and is in need of energy saving measures and equipment and service designed to save energy and associated energy costs at said Premises; and

WHEREAS, Customer solicited proposals from qualified firms through the issuance of a request for qualifications ("RFQ") set forth in Appendix A; and

WHEREAS, RES submitted a proposal dated November 11, 2016 (the "Proposal") in response to the RFQ, with revisions as reflected in the attached schedules; and

WHEREAS, RES has made an assessment of the energy consumption characteristics of the Premises and existing Equipment described in Schedule E, which Customer has approved; and

WHEREAS, Customer desires to retain RES to procure, install, implement, maintain and monitor such energy efficiency measures ("EEMs") of the type or class described in Schedule A, attached hereto and made part hereof and to provide other services for the purpose of achieving energy cost reductions within Premises, as more fully set forth herein; and

WHEREAS, Customer desires to compensate RES for its services based upon the value of energy, operational, and capital savings that are obtained; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and RES hereto covenant and agree as follows:

SECTION 1 - ENERGY MANAGEMENT PLAN

Schedules, Exhibits and Appendices - RES has prepared, based on information provided to RES, and Customer has approved and accepted the Schedules as set forth below, copies of which are attached hereto (or will be as provided for in the Agreement), and made a part of this Agreement by reference.

Schedules	
Schedule A	Scope of Work
Schedule B	Project Costs and Cash Flow Analysis
Schedule C	Guaranteed Energy Savings
Schedule D	Compensation to RES
Schedule E	Baseline Energy Consumption
Schedule F	Measurement and Verification Methodologies
Schedule G	Construction and Installation Schedule
Schedule H	Start-Up and Commissioning
Schedule I	Standards of Comfort
Schedule J	Maintenance Responsibilities

Exhibits

Exhibit I	Performance Bond/Construction Bond for Construction
Exhibit II	Certificate of Acceptance—Installed Equipment
Exhibit III	Certificates of Insurance (Referenced in Agreement)

SECTION 2 - ENERGY USAGE RECORDS AND DATA

Customer has furnished or shall furnish (or cause its energy suppliers to furnish) to RES, all of its available records and data concerning energy usage and energy-related maintenance for the Premises, including the following data for the most current twelve (12) month period; utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; bills and records relating to maintenance of energy-related equipment, and a description of energy management procedures presently utilized. If requested, Customer shall also provide any prior energy audits of the Premises, and copies of Customer's financial statements and records related to energy usage and operations for said twelve (12) month period at said Premises, and shall make agents and employees familiar with such records available for consultations and discussions with RES.

SECTION 3 - COMMENCEMENT DATE AND TERMS; INTERIM PERIOD

3.1 **Commencement Date** - The Commencement Date of the savings guarantee period shall be the first day of the month following the month in which the later of the following occurs: (i) RES has installed and commenced operating all of the Equipment specified in Schedule A and in accordance with the provisions of Section 6 and Schedule H; and (ii) Customer has provided RES with a signed Certificate of Acceptance – Installed Equipment as specified in Exhibit II.

3.2 **Term of Agreement; Interim Period** - Subject to the following sentence, the term of the Savings Guarantee Agreement shall be twenty (20) years measured beginning with the Commencement Date. Nonetheless, the Agreement shall be effective and binding upon the parties immediately upon the "Effective Date." The Effective Date is the date this Agreement is sent to RES after it has been fully executed by Customer and RES. The period between the Effective Date and the Commencement Date shall be known as the "Interim Period". All energy savings achieved during the Interim Period will be fully credited to Customer.

SECTION 4 - PAYMENTS TO RES

4.1 **Energy Savings Guarantee** - RES has formulated and, subject to the adjustments provided for in Section 15, has guaranteed the annual level of energy, operations and avoided capital cost savings to be achieved as a result of the installation and operation of the Equipment and other energy saving measures provided for in this Agreement ("Energy Savings Guarantee"). The Energy Savings Guarantee is set forth in annual increments for the term of the Agreement as specified in Schedule C and has been structured by RES so as to be sufficient to cover any and all annual payments required to be made by the Customer as set forth in Schedule D.

4.2 **Annual Review and Reimbursement/Reconciliation** - If at the end of any year during the guarantee period as specified in Schedule C, RES has failed to achieve the annual Energy Savings Guarantee specified in Schedule C, upon written request by the Customer, which shall be given no earlier than the end of such year, RES will pay the Customer the difference between the annual amount guaranteed and the amount of actual energy and operations savings achieved at the Premises in accordance with the provisions of Schedule C. RES shall remit such payments to the Customer within sixty (60) days of written notice by the Customer of such monies due.

4.3 **RES Compensation and Fees** – RES compensation shall be as described in Schedule D. RES has structured the Energy Savings Guarantee referred to in Section 4.1 above, so as to be sufficient to include any and all annual payments required to be made by the Customer in connection with financing/purchasing the Equipment to be installed by RES under this Agreement. Actual energy, operational savings and avoided capital cost savings achieved by RES through the replacement and operation of Equipment and other energy saving measures by RES

shall also be sufficient to cover any and all annual fees to be paid by Customer to RES for the provision of services as set forth and in accordance with the provisions of Schedule B.

4.4 **Progress Payments**

(i) See Schedule D

4.4.1 Applications for Payment shall be based upon RES's most recent Schedule of Values, as approved by Customer, and shall show the percentage of completion of each portion of Work as of the end of the period covered by the Application for Payment. RES shall keep all financial and job cost information and all other information related to its Applications for Payment, for a period of six (6) years following final completion of Work. Upon written reasonable notice, Customer may inspect and copy any and all such records, and audit or study the same. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Applications for Payment shall be presented to Customer by the fifth (5th) day of each calendar month. Applications for Payment received subsequent to the fifth day of the month shall be deemed to have been received by Customer as of the fifth day of the following calendar month. Payments shall be made by the Owner within thirty (30) days after the date on which the Application for Payment is deemed to have been received , except for amounts disputed in good faith as to which the Customer has given prompt written notice of the amount disputed and the basis for the dispute.

4.5 **Interest Payments** – Payments due to RES under Agreement which are not paid when due (except for amounts disputed in good faith by Customer as noted in Section 4.4.1 of this Agreement) shall bear interest from the date due at two percent (2%) per annum.

SECTION 5 - CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

5.1 RES shall be fully responsible for the construction and the professional and technical accuracy of all services performed, whether by RES or its subcontractors or others on its behalf, throughout the term of this Agreement.

5.2 RES shall provide overall coordination, management, and responsibility, and shall assure that all Work is completed in a good and workmanlike manner. RES's services shall include the following:

(i) Engineering Design: A survey of the Premises for purposes of designing the program for the EEMs.

(ii) Procurement, Installation, Start-Up: RES will act as a turn-key general contractor assuming total responsibility for the procurement of labor and material for installation and start-up of the Equipment, including, but not limited to, selecting subcontractors in concert with Customer (a list of subcontractors for major work items is set forth in Schedule A); awarding subcontracts; receiving and evaluating submitted drawings on the Equipment; progress inspections during installation; developing and presenting subcontractor punch lists after each inspection; receiving and evaluating record drawings; and operation and maintenance manuals from subcontractors; providing for training of Customer personnel on proper operation of the newly installed Equipment; and final inspection and recommendation for approval to the Customer for acceptance of the Equipment. Notwithstanding the foregoing, the Customer will have the sole right to make the final decision as to acceptance of Equipment and issuance of the Certificate of Acceptance for the Work.

5.3 Construction and Equipment installation shall proceed in accordance with the construction schedule approved by Customer and attached hereto as Schedule G. RES and its subcontractors and/or agents shall not deviate from the construction schedule attached hereto as Schedule G without the Customer's prior written approval.

5.4 **Systems Startup and Equipment Commissioning** - RES shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified in Schedule H and prior to acceptance by Customer. RES shall provide notice to the Customer of the scheduled test(s) and the Customer and/or its designees shall have the right to be present at any or all such tests conducted by RES and/or

manufacturers of the Equipment. RES shall be responsible for correcting and/or adjusting all deficiencies in systems and Equipment operations that may be observed by RES, Customer or Customer's designee during system commissioning procedures.

5.5 **Statutory Requirements** - In the installation of the Equipment, RES shall be required, and shall require its contractors and subcontractors to comply with all federal, state, and local laws, codes, rules, and regulations that are applicable to the Work. RES must submit the technical scope of work to the authority having jurisdiction ("AHJ") for plans review and inspections subject to the requirements of the AHJ and provisions of the Uniform Construction Code to the extent they are applicable to the scope of work on the project. RES shall be responsible, at its sole cost, for making any adjustments requested by the AHJ to the extent that such adjustments are approved by the Customer.

5.6 **Clearances** - RES shall submit to the Customer a Pennsylvania State Police and Federal Bureau of Investigation criminal history reports, child abuse clearance and employment history review for all personnel of RES and its subcontractors that are present on site whenever children also are present.

SECTION 6 - WARRANTIES

6.1 **General** - Should any item of Equipment be found to be defective within one (1) year from the Commencement Date, RES agrees to repair such item or, if necessary, furnish and install, without charge, similar items to replace it; provided, however, that the original item is returned to RES. All shipping and transportation costs involved in the repair or replacement of the defective Equipment shall be paid by RES.

On all systems installed pursuant to this Agreement, RES shall provide, at no charge during the warranty period, any labor required to repair or replace defective Equipment or parts. Such labor shall include adjustment of controls, air balancing, and correction of mechanical difficulties if such adjustments are due to defective Equipment or improper installation.

If the Equipment fails to fulfill the Energy Savings Guarantee, RES shall have the opportunity to make such changes as it deems necessary to fulfill such Energy Savings Guarantee; provided, however, RES shall obtain the Customer's prior written approval before making any such changes. If a demonstration is required, RES shall be given a reasonable opportunity to test the Equipment under requisite conditions.

The warranty provisions under this Section 6.1 are in addition to and not in lieu of any warranties made by equipment or component manufacturers. After installation of all EEMs, RES shall deliver to the Customer all manufacturer warranty certificates, documents, operation and maintenance instructions and manuals, and similar documents.

It is understood and agreed that RES shall provide performance and payment bonds covering only the construction work to be performed hereunder in the format requested by the Customer, in its discretion. The exact bond amount is $2,369,987.00. Such bonds shall not be construed to cover any manufacturer warranties or the Guaranteed Energy Savings.

6.2 **Equipment Warranties** - RES covenants and agrees that all Equipment installed as part of this Agreement is new, in good and proper working condition and subject to manufacturer written warranties covering all parts and Equipment. RES further agrees to: (i) deliver to the Customer for inspection and approval, all such written warranties, which shall be attached and set forth in Schedule J, (ii) to pursue rights and remedies against manufacturer of the Equipment under the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance, (iii) to notify the Customer whenever defects in Equipment parts or performance occur which give rise to such rights and remedies.

All warranties shall be transferable and extend to the Customer. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessitated by malfunction.

All warranties required hereunder shall be in force for a minimum of one (1) year from the Commencement Date as defined in Section 3.1 hereof.

SECTION 7 - TRAINING BY RES

RES shall conduct the training program described in Schedule H hereto. The training specified in Schedule H must be completed prior to the Customer's issuance of the Certificate of Acceptance. RES shall provide ongoing training whenever needed with respect to updated or altered Equipment, including upgraded software. Such training shall be provided at no additional charge to the Customer.

SECTION 8 - PERMITS AND APPROVALS; COORDINATION

8.1 **Permits and Approvals** –RES shall be responsible for obtaining all necessary permits and approvals related to the work of this contract for installation of the Equipment and shall pay any and all permit fees. Customer shall be responsible for obtaining any necessary building permits not directly related to the work of this contract. Customer shall use reasonable efforts to assist RES in obtaining all necessary permits and approvals for installation of the Equipment. The Equipment and the operation of the Equipment by RES shall at all times conform to all federal, state and local code requirements in effect at the time of the Commencement Date. RES shall furnish copies of each permit or license which is required to perform the work to the Customer before RES commences the portion of the work requiring such permit or license.

8.2 **Coordination During Installation** - The Customer and RES shall coordinate the activities of RES's Equipment installers with the Customer. RES shall not commit or permit any act which will interfere with the performance of business activities conducted by the Customer or its employees without prior written approval of the Customer.

SECTION 9 - PERFORMANCE BY RES

9.1 RES shall perform all tasks/phases under the Agreement, including construction, and installation of the Equipment in such a manner so as not to harm the structural integrity of the Premises or their operating systems and so as to conform to the standards set forth in Schedule I and the construction schedule specified in Schedule G. RES shall repair and restore to its original condition any area of damage caused by RES's performance under this Agreement.

9.2 RES shall remain responsible for the construction of the Work and the professional and technical accuracy of all services performed, whether by RES or its subcontractors or others on its behalf, throughout the term of this Agreement.

9.3 RES shall clean the work areas daily, by removing rubbish, debris, trash, and dirt created by its work, and should the occasion arise that the Customer must direct RES to clean an area, RES shall do so within 24 hours. If RES fails to clean-up the specific area within the allotted time, the Customer may do so immediately, and the cost thereof shall be charged to RES.

SECTION 10 – OWNERSHIP OF EXISTING EQUIPMENT

Ownership of the equipment and materials presently existing at the Premises at the time of execution of this Agreement shall remain the property of the Customer even if it is replaced or its operation made unnecessary by work performed by RES pursuant to this Agreement. If applicable, RES shall advise the Customer in writing of all equipment and materials to be replaced at the Premises and the Customer shall within thirty (30) days designate in writing to RES which equipment and materials that should not be disposed of off-site by RES. It is understood and agreed to by both parties that the Customer shall be responsible for and designate the location and storage for any equipment and materials that should not be disposed of off-site. RES shall be responsible, at its sole cost, for the disposal of all equipment and materials, including any hazardous waste materials (except asbestos and lead containing materials as noted below). Customer shall be responsible for the removal and disposal of all asbestos and lead containing materials.

SECTION 11 - LOCATION AND ACCESS

Customer shall provide sufficient rent-free space on the Premises for the installation and operation of the Equipment and shall take reasonable steps to protect such Equipment from harm, theft and misuse. Customer shall provide access to the Premises for RES to perform any function related to this Agreement during regular business hours, or such other reasonable hours as may be requested by RES and acceptable to the Customer. RES's access to Premises to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Customer.

SECTION 12 - EQUIPMENT SERVICE

12.1 **Actions by RES** - RES shall provide all service, repairs, and adjustments during the warranty period to the Equipment installed under terms of this Agreement pursuant to Schedule J. Customer shall incur no cost for Equipment service, repairs, and adjustments, except as set forth in Schedule J where applicable, provided, however, that when the need for maintenance or repairs principally arises due to the negligence or willful misconduct of the Customer, its employees, agents and those for which they are responsible, RES may charge Customer for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

12.2 **Malfunctions and Emergencies** - Customer shall use its best efforts to notify RES or its designee(s) within five (5) business days after the Customer's actual knowledge and occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy related equipment that materially impacts upon the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification to the Equipment or in any energy-related equipment.

Where Customer exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Customer shall use its best efforts to notify RES within five (5) business days of its having actual knowledge of any equipment malfunction or other emergency condition affecting the Equipment. RES shall respond or cause its designee(s) to respond as expeditiously as possible and as warranted under the circumstances but, in no event, more than forty-eight (48) hours of notice by Customer, and shall promptly proceed with corrective measures. Any telephonic notice of such conditions by Customer shall be followed within two (2) business days by written notice to RES from Customer. If Customer unreasonably delays in so notifying RES of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, such conditions will be treated as a Material Change and the applicable provisions of Section 15 shall be applied.

12.3 **Actions by Customer** - Customer shall not unreasonably move, remove, modify, alter, adjust, or change in any way the Equipment or any part thereof without the prior written approval of RES except as set forth in Schedule J. Notwithstanding the foregoing, Customer may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify RES before taking any such actions. In the event of such an emergency, Customer shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by RES. Customer agrees to maintain the Premises in good repair and to protect and preserve all portions thereof which may in any way affect the operation or maintenance of the Equipment.

SECTION 13 - UPGRADING OR ALTERING THE EQUIPMENT

RES shall at all times have the right, subject to Customer's prior written approval, which approval shall not be unreasonably withheld, to change the Equipment, revise any procedures for the operation of the Equipment or implement other energy saving actions in the Premises, provided that:

(i) RES complies with the standards of comfort and services set forth in Schedule I herein;

(ii) such modifications or additions to, or replacement of the Equipment, and any operational changes, or new procedures are necessary to enable RES to achieve the energy savings at the Premises; and

(iii) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the sole responsibility of RES.

All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the Customer for approval, which shall not be unreasonably withheld, provided that any replacement of the Equipment shall be new and have equal or better potential to reduce energy consumption at the Premises than the Equipment being replaced. RES shall update any and all software to be used in connection with the Equipment in accordance with the provisions of Section 12. All replacements of and alterations or additions to the Equipment shall become part of the Equipment described in Schedule A and shall be covered by the provisions and terms of Section 6.

SECTION 14 - STANDARDS OF COMFORT

RES shall not require the Customer to maintain and operate the Equipment in a manner which will result in compromising the accepted standards of heating, cooling, hot water, and lighting as described in Schedule I, during occupied hours of operation.

SECTION 15 - MATERIAL CHANGES

15.1 **Material Change Defined** - A Material Change shall include any change in or to the Premises, whether structural, operational or otherwise in nature which reasonably could be expected, as mutually agreed upon by RES and Customer or Customer's designee, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in Schedule E and Schedule F by at least five percent (5%) after adjustments for climatic variations. Actions by the Customer that shall result in a Material Change include, but are not limited to, the following:

(i) change in manner of use of the Premises by the Customer; or

(ii) change in hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or

(iii) permanent changes in the comfort and service parameters set forth in Schedule I; or

(iv) change in occupancy of the Premises; or

(v) change in structure of the Premises; or

(vi) change in types and quantities of equipment used at the Premises; or

(vii) modification, renovation or construction at the Premises; or

(viii) the Customer's failure to provide maintenance of and repairs to the Equipment in accordance with Schedule J; or

(ix) any other material conditions other than climate affecting energy use at the Premises.

15.2 **Reported Material Changes; Notice by Customer** - The Customer shall use its best efforts to deliver to RES a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises at least fifteen (15) days before any actual or proposed Material Change is implemented or as soon as is practicable after an emergency or other unplanned event, or finding a material change. Notice to RES of Material Changes which result because of a bona fide emergency or other situation which precludes advance notification shall be deemed sufficient if given by the Customer within five (5) business days after having actual knowledge that the event constituting the Material Change occurred or was discovered by the Customer to have occurred.

15.3 **Unreported Material Change** - In the absence of any Material Changes in the Premises or in their operations, the baseline energy consumption as set forth in Schedule E should not change more than ten percent (10%) during any month from the projected energy usage for that month, after adjustments for changes in climatic conditions. Therefore, if energy consumption for any month as set forth in Schedule E deviates by more than ten percent (10%) the energy consumption for the same month of the preceding contract year after adjustments for changes to climactic conditions, then such deviation shall be timely reviewed by RES to ascertain the cause of deviation. RES shall report its findings to the Customer in a timely manner and RES and Customer shall determine what, if any, adjustments to the baseline will be made in accordance with the provisions set forth in Schedule F.

SECTION 16 - PROPERTY/CASUALTY/INSURANCE; INDEMNIFICATION

16.1 RES's Liability Insurance

16.1.1 To the fullest extent permitted by law, RES shall indemnify, defend and hold Customer, the Board of School Directors of Customer, and their officers, employees, agents and representatives (collectively, the "Indemnified Parties") harmless from and against any and all claims, damages, losses, costs, judgments or injuries including, but not limited to, reasonable legal fees and expenses (collectively, the "Damages") arising out of the work to be performed by RES, its subcontractors, agents or anyone for whose acts or omissions they may be legally liable (the "RES Team"). Such obligations of RES to indemnify, defend and hold harmless the Indemnified Parties to the extent of the RES Team's fault (i.e., proportionality), shall apply even if the Damages are caused in part by the Indemnified Parties. Notwithstanding anything to the contrary, in no event shall RES be responsible for indemnifying the Indemnified Parties for Customer's own sole negligence.

In addition, RES shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect RES from claims set forth below which may arise out of or result from RES's operations under this Agreement and for which RES may be legally liable.

- **.1** claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the operations to be performed;
- **.2** claims for damages because of bodily injury, occupational sickness or disease, or death of RES's employees;
- **.3** claims for damages because of bodily injury, sickness or disease, or death of any person other than RES's employees;
- **.4** claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by RES, or (2) by another person;
- **.5** claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- **.6** claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

16.1.2 The insurance required by Section 16.1.1.1 through 16.1.1.6 shall be written for not less than limits of liability specified in Article 16.1.3, or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the Effective Date until date of final payment and termination of any coverage required to be maintained after the Commencement Date.

16.1.3 **Limits on Insurance** - The insurance required by Article 16 shall be written for not less than the following limits, or greater if required by law:

Commercial General Liability	$ 2,000,000
- General Aggregate	$ 2,000,000
- Products-Completed Operations Aggregate	$ 1,000,000
- Personal & Advertising Injury	$ 1,000,000
- Each Occurrence	$ 1,000,000
- Damage to Rented Premises (each occurrence)	$ 1,000,000

- Medical Expense	$ 10,000
Automobile Liability – Combined Single Limit	$ 1,000,000
Excess Liability – Other Than Umbrella	
- Each Occurrence	$10,000,000
- Aggregate	$10,000,000
Worker's Compensation Liability	
- Each Accident	$ 500,000
- Disease – Policy Limit	$ 500,000
- Disease – Each Employee	$ 500,000
Professional Liability	
- Per Claim	$ 2,000,000
- Aggregate	$ 4,000,000

With respect to any of the insurance policies provided by RES pursuant to this Agreement which are "claims made" policies, in the event that such policies are cancelled or not renewed at any time, RES shall provide substitute insurance policy with an inception date the same as the prior policy's cancellation date and to have the substitute insurance policy carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior "claims made" policies. With respect to all "claims made" policies which are renewed, RES shall provide coverage retroactive to the date of commencement of Work under this Agreement. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of final completion of the Work. The general liability, automobile liability and excess liability policies shall designate the Customer as an additional insured, and as such, provide coverage to the Customer on a primary basis and applied before any other insurance carried by the Customer. The insurance policies shall incorporate a provision requiring written notice to the Customer at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

SECTION 17 - RISK OF LOSS

Upon RES's completion of the Work and Customer's acceptance of the Equipment, as evidenced by Customer's issuance of the Certificate of Acceptance, the Customer assumes all risk of loss of or damage to the Equipment from any cause whatsoever (except as provided in Section 12), and no such loss of or damage to the Equipment shall relieve the Customer of the obligation to make payments or to perform any other obligation under this Agreement. In the event of damage to any item of Equipment, the Customer will immediately notify RES or its assignee and place the same in good repair except as provided in Section 12. If Customer determines that any of the Equipment is lost, stolen, destroyed, or damaged beyond repair and RES, its subcontractors and/or agents are not responsible for repair or replacement, the Energy Savings Guarantee will be adjusted by mutual agreement to account for the losses associated with the Equipment and Customer will either: (a) replace the same with like Equipment in good repair, or (b) accept the Energy Savings Guarantee adjustment for the remaining term of the contract.

SECTION 18 - CASUALTY OR CONDEMNATION OF PREMISES

Any construction or restoration of the Premises following or necessitated by fire, flood, or other casualty, or any condemnation affecting any portion of the Premises, shall be deemed a Material Change, and the provisions of Section 15 shall be applicable. If the casualty or condemnation renders fifty percent (50%) or more of the Premises uninhabitable or unusable and, in the case of a casualty, the affected portion is not reconstructed or restored within one hundred and twenty (120) days from the date of such casualty, Customer shall have the option to terminate this Agreement by a notice to RES. In the event of condemnation, Customer agrees that RES shall be entitled to receive payment for the value of all costs to date including engineering, labor, material, restocking and/or cancellation fees, project demobilization and reasonable overhead and profit on work properly performed by RES prior to the event of condemnation. Upon such termination, RES may remove the Equipment from the condemned portion of the Premises.

SECTION 19 - CONDITIONS BEYOND CONTROL OF THE PARTIES

If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Agreement due to acts of God, insurrections or riots, or similar events, this Agreement shall at the other party's option (i) remain in effect but said performing party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days notice to the performing party, in which event neither party shall have any further liability to the other. Upon such termination, RES shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work and for items properly and timely fabricated off the project site, delivered and stored in accordance with the Customer's instructions and provide, actual costs associated with termination of subcontracts.

SECTION 20 - TERMINATION FOR CONVENIENCE

Notwithstanding any provision in this Agreement to the contrary, the Customer's obligation to pay any amounts due under this Agreement or to perform any covenants requiring or resulting in expenditure of money hereunder are contingent and expressly limited to the extent of annual appropriations made to fund Customer's obligations under this Agreement. Nothing contained in this Agreement shall be construed as creating any monetary obligation on the part of the Customer beyond such current and specific legislative appropriations. In the event that Customer's governing body fails or is unable to appropriate the funds sufficient to allow Customer to make the payments to RES required under this Agreement, Customer may terminate this Agreement as of the end of the last fiscal year for which such appropriation is available. In the event of termination pursuant to this Section 20, Customer agrees that RES shall be entitled to receive as its sole remedy payment for Work properly performed prior to termination of this Agreement and for items properly and timely fabricated off the project site, delivered and stored in accordance with Customer's instructions and actual costs associated with termination of subcontracts.

SECTION 21 - EVENTS OF DEFAULT

21.1 **Events of Default by Customer** - Each of the following events or conditions shall constitute an "Event of Default" by Customer:

(i) Any failure by Customer to pay RES any uncontested sum due for a service and maintenance period of more than thirty (30) days after written notification by RES that Customer is delinquent in making payment; or

(ii) Any other material failure by Customer to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after notice to Customer demanding that such failures to perform be cured or if such cure cannot be effected in thirty (30) days, Customer shall be deemed to have cured default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof; or

(iii) Any representation or warranty furnished by Customer in this Agreement which was knowingly false or misleading in any material respect when made. Upon such termination, RES shall recover as its sole remedy payment for Work properly performed and documented in connection with the terminated portion of the Work and for items properly and timely fabricated and documented off the project site, delivered and stored in accordance with the Customer's instructions and shall provide actual costs associated with termination of subcontracts caused by Customer's breach.

21.2 **Events of Default by RES** - Each of the following events or conditions shall constitute an "Event of Default" by RES:

(i) The standards of comfort and service set forth in Schedule I are not provided due to failure of RES to properly design, install, maintain, repair or adjust the Equipment except that such failure, if corrected or cured within thirty (30) days after written notice by Customer to RES demanding that such failure be cured, shall be deemed cured for purposed of this Agreement, unless customer incurs damages in the intervening period.

(ii) Any representation or warranty furnished by RES in this Agreement is false or misleading in any material respect when made;

(iii) Any other material failure by RES to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to RES demanding that such failure to perform be cured, if corrected or cured within thirty (30) days after RES's receipt of such written notice shall be deemed cured for the purpose of this Agreement, unless customer incurs damages in the intervening period for which RES will be responsible.

(iv) Any lien or encumbrance upon the Equipment by RES, any subcontractor, laborer or materialman of RES;

(v) The filing of a bankruptcy petition whether by RES or its creditors against RES which proceeding shall not have been dismissed within thirty (30) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of RES;

(vi) Failure by RES to pay any amount due the Customer or perform any obligation under the terms of this Agreement or the Energy Savings Guarantee as set forth in Schedule C after thirty (30) day written notice from the Customer; or

(vii) Repossession or removal of the Equipment by RES or a third party without good cause.

SECTION 22 - REMEDIES UPON DEFAULT

22.1 **Remedies upon Default by Customer** - If an Event of Default by Customer occurs, RES may, without a waiver of other remedies which exist in law or equity:

(i) Exercise any and all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by Customer, and/or for damages.

22.2 **Remedies Upon Default by RES** - In the Event of Default by RES, Customer shall have the choice of one or more of the following remedies without waiving any other rights or remedies in law or equity:

(i) Exercise any and all remedies available at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages;

(ii) If the payments under this Agreement have not been assigned, Customer may set off or counterclaim against its obligation to make any of the payments provided in default; or

(iii) RES will be liable to Customer for damages incurred by Customer as a result of any default by RES. Such damages may include, but are not limited to: (a) payments made to RES or its assignee which represents payment towards a unit of Equipment for which acceptance was revoked because of a latent defect (b) the difference in price between the market price of the Equipment which was not delivered or which was rejected (or the actual purchase price if Customer purchases replacements (like Equipment) for any undelivered or rejected unit of Equipment) and the purchase price indicated in the Agreement for such units of Equipment) (c) damages as a result of breach of warranty, failure to meet specifications, or damages incurred by Customer resulting from the delivery of Equipment which is defective or fails to meet specifications, or resulting from RES's failure to comply with any other requirements of this Agreement, and (d) any other damages recoverable by law.

SECTION 23 – DISPUTE RESOLUTION/MEDIATION

23.1 Any Claim arising out of or related to the Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

23.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

23.3 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof that are not resolved through mediation shall, at the Customer's sole and exclusive option, be decided by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Customer may initiate an action against RES in arbitration, law, or equity, at its option, and RES agrees that the Court of Common Pleas of Allegheny County shall have jurisdiction of both the person and subject matter alleged in any complaint, and any arbitration shall be within Allegheny County, unless Customer agrees otherwise.

23.4 Nothing contained in this Article is intended or shall be construed to entitle RES to demand arbitration, it being understood and agreed that such determination shall be at the sole discretion of the Customer. The Customer's election to proceed in arbitration shall be exercised within sixty (60) days following either a request by RES for arbitration or service of original process upon Customer pursuant to a civil proceeding.

23.5 The foregoing agreement to arbitrate, if elected by the Customer, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

23.6 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

23.7 In the event Customer elects to have a claim litigated in a civil action, the parties mutually waive the right to a jury trial in any court proceeding arising from or involving this Agreement.

23.8 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

23.9 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

23.10 The Customer and RES grant to any person or entity made a party to an arbitration conducted under this Section 23, whether by joinder or consolidation, the same rights of joinder and consolidation as the Customer and RES under this Agreement.

SECTION 24 - ASSIGNMENT

RES acknowledges that Customer is induced to enter into this Agreement by, among other things, the professional qualifications of RES. RES agrees that neither this Agreement nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the Customer.

SECTION 25 - REPRESENTATIONS AND WARRANTIES

25.1 Each party warrants and represents to the other that:

(i) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;

(ii) Its execution, delivery, and performance of this Agreement have been duly authorized by, and this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(iii) Its execution, delivery, and performance of this Agreement will not breach or violate, or constitute a default under any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and

(iv) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

SECTION 26 - ADDITIONAL REPRESENTATIONS OF THE PARTIES.

26.1 Customer hereby warrants, represents and promises that:

(i) It has provided or will use reasonable efforts to provide timely to RES, all reasonably available records relating to energy usage and energy-related maintenance of Premises requested by RES; and

(ii) It has not entered into any leases or contracts with other persons or entities regarding the leasing of energy efficiency equipment or the provision of energy management services for the Premises or with regard to servicing any of the energy related equipment located in the Premises. Customer shall provide RES with copies of any successor or additional leases of energy efficiency equipment and contracts for management or servicing of preexisting equipment at Premises which may be executed from time to time hereafter within thirty (30) days after execution thereof.

26.2 RES hereby warrants, represents and promises that:

(i) Before commencing performance of this Agreement:

(a) It is or shall become licensed or otherwise permitted to do business in the Commonwealth of Pennsylvania;

(b) It shall have provided proof and documentation of required insurance pursuant to Section 16. It shall make available, upon reasonable request, all documents relating to its performance under this Agreement, including all contracts and subcontracts entered into;

(ii) That it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Agreement.

SECTION 27 - COMPLIANCE WITH LAW AND STANDARD PRACTICES

RES shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, and in compliance with any and all reasonable rules of Customer relative to the Premises.

SECTION 28 - INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties hereto agree that RES, and any agents and employees of RES, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Customer.

SECTION 29 - NO WAIVER

The failure of RES or Customer to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of RES or Customer.

SECTION 30 - NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Agreement, RES shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

SECTION 31 - SEVERABILITY

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or unconscionable.

SECTION 32 - COMPLETE CONTRACT

This Agreement, when executed, together with all Exhibits and all Schedules attached hereto or to be attached hereto, as provided for by this Agreement shall constitute the entire contract between both parties and this Agreement may not be amended, modified, or terminated except by a written contract signed by the parties hereto.

SECTION 33 - ORDER OF PRECEDENCE

If any conflicts or discrepancies should arise in the terms and conditions of this Agreement or the interpretation thereof, the language of the Agreement shall prevail, followed by RES's proposal and then the RFQ.

SECTION 34 - PRESERVATION OF RECORDS

RES shall maintain and preserve for a period extending until six (6) years after date of final payment to RES and during that period shall produce, upon request of Customer, all data, records, and other evidence pertaining to costs incurred by RES in connection with this Agreement for the purpose of an audit or other examination.

SECTION 35 - DOCUMENTS

The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

SECTION 36 - APPLICABLE LAW

This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the Commonwealth of Pennsylvania without application of its choice of law provision.

SECTION 37 - ENVIRONMENTAL PROVISIONS

In the performance of this Agreement, RES shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

SECTION 38 - NOTICE

Any notice required or permitted hereunder shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO RES:	***Reynolds Energy Services, Inc.*** ***Attention: Rick Evans*** ***3300 North 3rd Street*** ***Harrisburg, PA 17110***	***Copy To:***	***McNees Wallace & Nurick*** ***Attention: Diane Tokarsky*** ***100 Pine Street*** ***Harrisburg, PA 17108***
TO CUSTOMER:	***Woodland Hills School District*** ***Attention: Superintendent*** ***531 Jones Avenue*** ***North Braddock, PA 15104***	***Copy To:***	***Tucker Arensburg, P.C.*** ***Attention: Matthew Hoffman*** ***1500 One PPG Place*** ***Pittsburgh, PA 15222***

SECTION 39 - CUSTOMER'S COMPLIANCE WITH FACILITIES MAINTENANCE CHECKLIST

39.1 The parties acknowledge and agree that RES has entered into this Agreement in reliance upon the prospect of earning compensation based on guaranteed energy savings in energy used at Premises, as set forth on Schedules C and D, attached hereto and made a part hereof.

39.2 The parties further acknowledge and agree that the said guaranteed energy savings would not likely be obtained unless certain procedures and methods of operation designed for energy conservation shall be implemented, and followed by Customer on a regular and continuous basis.

39.3 Customer agrees that it shall use reasonable efforts, adhere to, follow and implement the energy conservation procedures and methods of operation to be set forth on Schedule J, to be attached hereto and made a part hereof after Customer's approval.

39.4 Customer agrees that RES shall have the right once a month, with prior notice, to inspect Premises to determine if Customer is complying, and has complied with its obligations as set forth above. For the purpose of determining Customer's said compliance, the checklist to be set forth at Schedule J as completed and recorded by RES during its monthly inspections, shall be used to measure and record Customer's said compliance. Customer shall make the Premises available to RES for and during each monthly inspection, and shall have the right to witness each inspection and the recordation on the checklist.

SECTION 40 - MISCELLANEOUS PROVISIONS

40.1 (deleted)

40.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Customer or RES.

40.3 With the exception of any such materials brought onto the Premises by RES or its agents, consultants, and/or subcontractors, RES and the RES's consultants shall have no responsibility for the discovery, presence, handling,

removal or disposal of or exposure of persons to hazardous materials in any form at the Premises, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. This provision shall not apply to RES' responsibility for the disposal of fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury containing controls to the extent their replacement is specified in Schedule A.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Agreement by their duly authorized officers on the date first above written.

WOODLAND HILLS SCHOOL DISTRICT

Tara Reis

(signature)
Tara Reis, Board President

WITNESS:

Julie Puhl

(signature)
Julie Puhl, Board Secretary

REYNOLDS ENERGY SERVICES, INC.

Signature of President or Vice President

Rick Evans

Name

President

Title

(Corporate Seal)

ATTEST:

April T. Ploutz

Signature

April T. Ploutz

Name

Contracts Administrator

Title

Federal Identification No. 80-0197145

1.0 EDGEWOOD PRIMARY SCHOOL

1.1. **Hot Water Boiler Plant Improvements**: Two (2) hot water Smith cast iron gas-fired boilers (8,200 MBH maximum input each) in the basement of the original building, installed in 2000-01. Boilers have had operational issues documented back to 2004 related to low flow, undersized circulator pumps, undersized mixing valve and low return water temperature. Cast iron sections in both boilers cracked due these conditions.

One existing boiler shall be replaced by two (2) condensing boilers to create a hybrid boiler plant to increase overall plant efficiency and reliability. Provide all work, including, but not limited to demolition, equipment, piping, power wiring and incidental general construction as required for a complete and operational system as described below:

1. Demolish one (1) existing hot water boiler and circulator pump. Disconnect and demolish all associated electrical, makeup water, gas, hot water and flue piping. Cap gas and water connections at mains. Patch existing flue for use by remaining cast iron boiler.
2. Provide two (2) new, 3,000 MBH (nominal) natural gas-fired hot water boilers each with gas train assembly and circulation pump.
   a. Basis of design: Advanced Thermal Hydronics KN30.
   b. Each boiler will be equipped with a circulating pump sized for the flow requirements of the boiler to achieve a 40°F temperature rise from each boiler.
   c. Provide and install all necessary drain and relief piping, safety devices, valves, fittings, and appurtenances as required for a fully operational system.
   d. Provide manufacturer-approved acid neutralization system for the new condensing boilers.
3. Locate the new boilers on the existing housekeeping pad. Modify pad as required to accommodate new boilers. Boiler installation shall meet all minimum clearance requirements.
4. Provide all required boiler flue and combustion air piping as per the manufacturer's instructions and conforming to all Code regulations.
   a. Provide all associated cutting, patching, lintels and framing required for penetrations.
   b. Provide required L&I inspections and approvals.
5. Provide new gas piping to connect to each of the new boilers. Provide and install any relief gas piping as required to conform to all applicable Code requirements.
6. Provide all required hot water supply and return piping. Provide sensor wells in piping as required. All heating water piping shall be insulated as required by the 2009 IECC.
7. Dewater and refill the hot water system as required to complete the work. Remove all air from the system once refilled.
8. Provide service for the remaining cast iron boiler. Check and verify operation of all

safeties, gas train, and burner components, and repair as needed. Tune and adjust burner for optimal operation.

9. Provide commissioning, factory startup, and customer training for all new equipment.
10. Provide makeup water connections for the new boilers.
11. Provide power connections for all new equipment including disconnects and emergency shutoffs.
12. Provide initial water chemical treatment charge for the hot water system.

1.2. **Variable Volume Pumping Conversion**

1. Demolish the existing secondary pumps and motor starters (pumps P-1, P-2, P-3 and P-4). De-energize and disconnect all power connections.
2. The main distribution system shall be converted to variable volume. Provide four (4) base-mounted hot water circulation pumps with variable frequency drives (VFDs). Provide VFDs with BACnet interface. Provide pumps with premium efficiency motors. Provide all necessary power connections to VFDs and wiring to pumps.
3. Remove existing three-way ATC valves and install new two-way ATC valves on existing unit ventilators. The existing bypass piping connecting the existing three-way ATC valve to the return line shall be removed and capped to prevent flow back to the return. Provide all necessary piping modifications to connect the new valves to the coil.
4. Provide two (2) differential pressure sensors.
5. Provide testing, adjusting and balancing service for the hot water hydronic distribution system using design flow requirements and establish the dP set point for the system.
6. Provide commissioning, factory startup, variable volume sequence setup and customer training for all new equipment.

1.3. **Central Exhaust Fans:** Two (2) central exhaust fans (EF-2A and EF-3A on as-built drawing M193) located in the attic of the original building are out of service. All bathrooms and other areas requiring exhaust in this section of the building are served by these two fans. It is suspected that the motor starters may be at issue.

1. Replace the motor starters on fans EF-2A and EF-3A and restore their function. Provide all required demolition, labor, equipment and wiring.
2. Reconnect ATC control and coordinate testing and operation.

1.4. **Add Freeze Protection Pumps to Multizone Units:** Two rooftop multizone units are equipped with hot water coils, and were originally designed to have freeze protection pumps (P-6 and P-7) as shown on as-built drawings M121, M122, and Pump Schedule on M005. These pumps were never installed. All the piping including the control valve are installed in the MZU cabinet on the roof, and the piping is uninsulated. The intent is to move the

control valve and install the pump under the roof deck into conditioned space.

1. Provide two (2) freeze protection pumps as scheduled for P-6 and P-7 on M005.
2. Re-pipe the hot water coil so that the control valve, freeze pump and bypass are located beneath the roof deck and above the ceiling.
3. Provide power to each the pumps from the nearest available panel with capacity.
4. Insulate all new and any remaining uninsulated pipe with 2-in. thick fiberglass pipe insulation both in the unit and in the building.
5. Spray foam and seal pipe penetrations airtight.
6. Carefully remove and reinstall ceiling as required to perform work.

1.5. **Controls System Improvements**: The building has a full DDC building automation system by Siemens. The DDC system was installed during the 2000-01 renovation. Many of the controllers are original, including the main supervisory building controllers, and are no longer supported.

1. Upgrade existing Modular Building Controllers, Modular Equipment Controllers and Floor Level network controllers and to the most current Siemens Industry PXC-M hardware platform and configured for BACnet IP communication.
   a. The following panels are included: MEC- 2, MEC- 3, MEC- 4, MEC- 5, MEC- 6 and FLNC-7.
   b. When complete, all automation level controllers will be at current hardware and firmware levels. Remaining floor level network controllers will remain and are at current hardware levels.
   c. All database development, programming and graphic displays are included.
2. Provide controls upgrades and integration associated with the HVAC Improvements.
   a. Integrate two (2) new condensing boilers and circulators into the Building Automation System (BAS). The boilers shall be provided with a factory BACnet interface. New boilers shall sequence themselves from their own controllers. Provide MS\TP communication and low voltage control wiring to the boilers.
   b. The new condensing boilers (as a two-module unit) will be sequenced as the lead boilers. The remaining existing cast iron boiler will serve as backup. Two (2) new two position isolation control valves will be provided for the existing cast iron boiler. In failure/alarm of the condensing boilers, the backup boiler will be brought on line.
   c. Upgrade existing Modular Building Controller (MBC) 1 to the most current Siemens Industry PXC-M hardware platform and configure for BACnet IP communication.
   d. Recommission and tune boiler hot water reset schedule and boiler control.
   e. Integrate four (4) new building HW pumps provided with VFDs into BAS. Provide variable volume programming to control/sequence for the VFDs.

Provide MS\TP communication wiring and low voltage control wiring.

f. Provide control of new freeze protection pumps being added to two (2) existing rooftop multi zone units. These pumps are to be to enabled based on activation of a low temperature detection thermostat. Status and alarm points will be provided for these pumps.

1.6. **Lighting System Improvements:** The existing linear fluorescent lighting is a combination of T8 and T12 technology. Fixtures types include indirect/direct pendant mounted fixtures, recessed troffers, strips, industrials, vapor tights and vanity style fixtures. Fixtures in the classrooms and hallways are predominantly T8 and the classroom fixtures are dual switched.

There are two lamp surface mounted fixtures in the stairwells that should be replaced due to poor fixture condition. The balcony in the auditorium has HID and high wattage incandescent recessed can fixtures. There are high bay fixtures in the gymnasium that use HID lamps. Most existing exit signs have been converted to LED but there are some that use incandescent lamps. Smaller fixtures such as keyless socket fixtures, jelly jars, and some decorative fixtures use a combination of incandescent and compact fluorescent lamps. There are no interior controls.

The exterior lighting is comprised of wall pack fixtures that use compact fluorescent lamps and flood fixtures that use HID lamps. Exterior lighting is on time clock.

There is noticeable inconsistency in the lamp types and color temperature used. This inconsistency requires the School District to stock a variety of product for replacements.

1. Convert all interior lighting to LED. Linear sources will be replaced with direct wire LED tubes. Due to the elimination of the ballast, direct wire LED tubes are a more efficient solution than ballast compatible LED tubes. These lamps preserve the look of the existing fixture and provide a cost-effective method to benefit from the reduced energy use and increased life span of LED technology.
2. Re-lamp screw-in compact fluorescent and incandescent fixtures using an LED product. Re-lamp decorative pin based CFL fixtures using a ballast compatible lamp.
3. Add occupancy/vacancy sensors in select areas.
4. Replace/retrofit exterior lighting fixtures new LED equivalents.
5. The gym fixtures shall be converted using and LED retrofit kit.
6. The house lights in the auditorium are not included in our proposal due to poor economic feasibility.

1.7. **Electrical System Improvements**: A new electrical service was installed during the most recent renovation. Many of the existing subpanels are over 40 years old.

1. Provide new interior for the panels in the building that were not updated in 2000. See panel schedule below. Retrofit the interior per the NEC and local electrical codes. Any

damage to existing wall, floor or ceilings shall be restored back to original condition.

Reference Drawing	Panel	Location	Amps	Voltage
E-201	H	Corridor A067	100	120/208
E-201	T	Corridor A067		120/208
E-201	C	Secretary A067	225	120/208
E-203	CC	Hall B117	225	120/208
E-203	BB	Stairs B122	225	120/208
E-211	H	Corridor A238	225	120/208
E-211	F	Corridor A262	225	120/208
E-211	1G	Between Kindergarten A218 & A219	100	120/208
E-212	B	Stairs B259	100	120/208
E-212	A	Corridor B278	225	120/208
E-221	F2	Corridor A333	100	120/208
E-221	2G	Between Kindergarten B218 & B219	100	120/208
E-222	J2	Corridor B359	225	120/208
E-222	C2	Corridor B359	225	120/208
E-222	B2	Stairs B358	100	120/208
E-222	K2	Corridor B374	225	120/208
E-222	A2	Corridor B374	225	120/208

2. Provide two (2) new 2-gang receptacles and associated branch circuits in each classroom along the main teaching wall for forty (40) classrooms. Circuits and receptacles may be surfaced mounted in Wiremold. The new receptacle circuits and necessary branch circuit wiring for all the classrooms shall be incorporated in the panelboard. Install branch circuits in EMT conduit or MC Cable per the NEC and local codes.
3. Removal of electrical components will be scheduled in advance with the WHSD.
4. Provide power for all new HVAC equipment as detailed above.

2.0 WILKINS PRIMARY SCHOOL

2.1. **Dedicated Outdoor Air System**: Wilkins has limited air conditioning in select areas. The classrooms do not have air conditioning. They have heating only unit ventilators. WHSD desires to air-condition the classrooms to improve the learning environment. However, adding a full air-conditioning system would be cost prohibitive. Four (4) roof-mounted dedicated outdoor air units are being added to provide dehumidification and partial cooling for most classrooms that currently have heating-only unit ventilators. Outdoor air supply will be removed from the unit ventilators and units will be converted to fan coil units supplying heat and air circulation only.

1. Demolish exhaust fans, roof hoods, ductwork, controls and all associated appurtenances. Roof curbs are to remain. Provide insulated double wall galvanized curb cap.
2. Install four (4) dedicated outdoor air rooftop units for classrooms. Basis of design: AAON RN Series with Energy Recovery and Economizer.
3. Provide roof curbs openings and roof modifications to accommodate the new units. Roofing modifications shall be performed by a certified roofer to maintain the roof warranty. Provide all structural reinforcement required to support the new units on the roof.
4. Provide all new ductwork, diffusers and balancing dampers. All supply ductwork is to be insulated as required by code.
5. Provide all required fire and smoke dampers for duct penetrations through walls above the ceiling. Provide openings and lintels in walls as needed.
6. Provide duct smoke detectors and connection to existing fire alarm system.
7. Provide power wiring, overload protection, service disconnects and electrical connections.
8. Blank off ventilation air opening for existing unit ventilators with an insulated panel installed inside the exterior louver and reinstall louver. Remove the actuators from the OA dampers and lock the dampers in the closed position.
9. Provide gas piping, connections, pressure testing, supports, and blocking. Exposed gas piping shall be painted.
10. Provide final air balancing for the new air systems.
11. Remove and reinstall suspended ceilings as required to perform this work.

2.2. **Classroom Split System A/C:** There is one classroom on the ground floor that is unable to be connected to the DOAS system. In lieu of this, a split system air conditioning unit will be provided.

1. Provide one (1) 2-ton split system air conditioning unit in room B009 as shown on the drawings. Condensing unit to be mounted on grade on a manufacturer accepted pad.
2. Route insulated refrigerant piping to connect indoor and outdoor unit.
3. Provide power from the nearest panel, and provide all required electrical connections and disconnects.

2.3. **Controls System Improvements**: The building has a full DDC building automation system by Siemens. The DDC system was installed during the 2000-01 renovation. Many of the controllers are original, including the main supervisory building controllers, and are no longer supported.

1. Upgrade existing Modular Building Controllers, Modular Equipment Controllers and Floor Level network controllers and to the most current Siemens Industry PXC-M

hardware platform and configured for BACnet IP communication.

a. The following panels are included: MBC-1, MEC-2, MEC- 3 and MEC- 4.

b. When complete, all automation level controllers will be at current hardware and firmware levels. Remaining floor level network controllers will remain and are at current hardware levels.

c. All database development, programming and graphic displays are included.

2. Provide controls upgrades and integration associated with the HVAC Improvements.

a. Integrate four (4) rooftop DOAS units into the existing BAS. Units are to be provided with factory controls and are to be equipped with a factory BACnet interface. Provide MS\TP communication and low voltage control wiring to the unit and master room thermostat.

b. Modify heating-only classroom unit ventilator control sequence for fan and F/B damper control only. Typical of 37.

c. Remove exhaust fan control terminations for (6) rooftop exhaust fans (EF-8, 16, 21, 22, 23, 24).

d. Recommission and tune boiler hot water reset schedule and boiler control.

e. Provide necessary material and installation to integrate a new split system being installed in a classroom area into the existing BAS.

f. Recommission existing sequences and set points for existing equipment and improve scheduling and central plant control.

2.4. **Lighting System Improvements**: Most linear fluorescent lighting uses T8 technology. There are a few fixtures that use T12 lamps. Fixtures types include indirect/direct pendant mounted fixtures, recessed troffers, strips, industrials, vapor tights and vanity style fixtures. The direct/indirect fixtures in the classrooms are dual switched.

There are recessed cans, surface mounted drum fixtures, and jelly jar style fixtures that use compact fluorescent lamps. Most recessed fixtures are in the administration office, library, some hallways and the cafetorium. There are HID high bay fixtures in the gymnasium.

The exterior lighting is comprised of HID shoebox fixtures, wall packs, floods and some building mounted decorative fixtures. There are some wall pack fixtures over the doors and some canopy fixtures that use compact fluorescent lamps.

1. Convert all interior lighting to LED. Linear sources will be replaced with direct wire LED tubes. Due to the elimination of the ballast, direct wire LED tubes are a more efficient solution than ballast compatible LED tubes. These lamps preserve the look of the existing fixture and provide a cost-effective method to benefit from the reduced energy use and increased life span of LED technology.

2. Re-lamp screw-in compact fluorescent and incandescent fixtures using an LED product. Re-lamp decorative pin based CFL fixtures using a ballast compatible lamp.

3. Interior recessed square fixtures will be replaced with new LED fixtures.
4. Add occupancy/vacancy sensors in select areas.
5. Replace/retrofit exterior lighting fixtures new LED equivalents.
6. The gym fixtures shall be converted using and LED retrofit kit.
7. The 4' T8 wrap fixtures and high bay fixtures in the gym will be replaced with new LED high bay fixtures.
8. The round pendant fixtures in the cafeteria will be retrofit with new LED lamps.

3.0 DISTRICT OFFICE (FAIRLESS)

3.1. **Boiler System Improvements**: The hot water boiler plant consists of two (2) gas fired cast iron boilers. The Crane boiler shall be replaced by one (1) condensing boiler to create a hybrid boiler plant to increase overall plant efficiency and reliability.

1. Demolish one (1) existing hot water boiler. Disconnect and demolish all associated electrical, makeup water, gas, hot water and flue piping. Cap gas and water connections at mains.
2. Provide one (1) new, 2,000 MBH (nominal) natural gas-fired hot water boiler with gas train assembly and circulation pump.
   a. Basis of design: Advanced Thermal Hydronics KN20.
   b. Boiler will be equipped with a circulating pump sized for the flow requirements of the boiler to achieve a 40°F temperature rise from each boiler.
   c. Provide and install all necessary drain and relief piping, safety devices, valves, fittings, and appurtenances as required for a fully operational system.
   d. Provide manufacturer-approved acid neutralization system for the new condensing boiler.
3. Locate the new boiler on the existing housekeeping pad. Modify pad as required to accommodate new boiler. Boiler installation shall meet all minimum clearance requirements.
4. Provide all required boiler flue and combustion air piping as per the manufacturer's instructions and conforming to all Code regulations.
   a. Provide all associated cutting, patching, lintels and framing required for penetrations.
   b. Provide required L&I inspections and approvals.
5. Provide new gas piping to connect to the new boiler. Provide and install any relief gas piping as required to conform to all applicable Code requirements.
6. Provide all required hot water supply and return piping. Provide sensor wells in piping as required. All heating water piping shall be insulated as required by the 2009 IECC.
7. Dewater and refill the hot water system as required to complete the work. Remove all air from the system once refilled.

8. Provide service for the remaining cast iron boiler. Check and verify operation of all safeties, gas train, and burner components, and repair as needed. Tune and adjust burner for optimal operation.
9. Provide commissioning, factory startup, and customer training for all new equipment.
10. Provide makeup water connections for the new boiler.
11. Provide power connections for all new equipment including disconnects and emergency shutoffs.
12. Provide initial water chemical treatment charge for the hot water system.

3.2. **Hot Water Pump Replacement**

1. Demolish the two (2) existing building hot water pumps and motor starters. De-energize and disconnect all power connections.
2. The main distribution system shall remain constant volume. Provide two (2) base-mounted hot water circulation pumps with variable frequency drives (VFDs). Set design pump flow using VFDs. VFDs will be provided with BACnet interface. Provide pumps with premium efficiency motors. Provide all necessary power connections to VFDs and wiring to pumps.

3.3. **Library Unit Ventilator Replacement**

1. Disconnect power, isolate hot water and drain the hot water coil. Disconnect pipe and duct connections. Demolish the existing unit ventilator, condensing unit, refrigerant piping and electrical connection back to the panel.
2. Install a new hot water unit ventilator with a 4-ton DX cooling coil and roof mounted condensing unit. Provide new power connections and connect to existing hot water pipe and ductwork.
3. Remove and reinstall ceilings as required to perform the work.

3.4. **Controls System Improvements:** There is very little DDC control currently in this building. An existing Siemens panel exists in the boiler room, but most of the building still has pneumatic controls.

1. Upgrade existing Remote Building Controller (RBC) 1 to the most current Siemens Industry PXC-M hardware platform and configure for BACnet IP communication.
2. Integrate (1) new condensing boiler and circulators into the existing BAS. The boiler shall be provided with a factory BACnet interface. Provide MS\TP communication and low voltage control wiring to the boilers.
3. The new condensing boiler will be sequenced as the lead boiler. The remaining existing cast iron boiler will serve as backup. Two (2) new two position isolation control valves will be provided for the existing cast iron boiler. In failure/alarm of the condensing boilers, backup boiler will be brought on line.

4. Recommission and tune boiler hot water reset schedule and boiler control.
5. Integrate (2) new building hot water pumps with VFDs into the BAS. Provide VFDs with a factory BACnet interface. Siemens will provide MS\TP communication wiring and low voltage control wiring. VFDs will be programmed for balancing purposes only.
6. Provide necessary material and installation to integrate one new unit ventilator being installed in the Library area to the existing BAS.
7. Existing equipment on the existing BAS to be upgraded to utilize BACnet MS/TP communication protocol.
8. All database development, programming and graphic displays are included.

3.5. **Lighting System Improvements (ALTERNATE)**: This building was previously a school building that was turned into office space. There are currently 8-10 classrooms that remain and are not being used which have little to no burn hours.

The existing linear fluorescent fixtures use both T8 and T12 technology. The fixture types include recessed troffers and surface mounted wraps, strips and industrial fixtures. There is quite a bit of old T12 technology. The fixtures in the classroom are dual switched.

There are existing recessed can fixtures that use incandescent lamps. There are 2' x 2' square high bay fixtures in the gymnasium that use HID lamps. These fixtures are rarely used. The existing exit signs have been converted to LED using LED screw-in lamps. There are no existing lighting controls.

The existing exterior lighting is predominantly HID and the fixtures have photo cells. The fixture types include wall packs, shoebox fixtures and recessed squares.

1. Convert all interior lighting to LED. Linear sources will be replaced with direct wire LED tubes. Due to the elimination of the ballast, direct wire LED tubes are a more efficient solution than ballast compatible LED tubes. These lamps preserve the look of the existing fixture and provide a cost-effective method to benefit from the reduced energy use and increased life span of LED technology.
2. Eleven (11) unused classrooms have been excluded.
3. Re-lamp screw-in compact fluorescent and incandescent fixtures using an LED product. Re-lamp decorative pin based CFL fixtures using a ballast compatible lamp.
4. A limited number of occupancy sensors are included, primarily in restrooms.
5. Replace/retrofit exterior lighting fixtures new LED equivalents.

Schedule B: Costs and Cash Flow

Woodland Hills School District

Energy Project Financial Overview

EEM #	EEM Name	EEM Construction Cost	Annual Resource Savings	Annual Operational Savings (1)	Potential Act 129 Incentive
Edgewood Primary School					
1	Boiler System Improvements	$ 419,972	$ 8,183	$ 1,000	$ 700
2	HVAC Improvements	$ 216,304	$ -	$ -	$ -
3	Control System Improvements	$ 184,342	$ 3,890	$ -	$ -
4	Lighting Improvements	$ 323,038	$ 22,355	$ 3,000	$ 16,000
5	Electrical System Improvements	$ 202,181	$ -	$ -	$ -
	Building Totals	**$ 1,345,838**	**$ 34,427**	**$ 4,000**	**$ 16,700**
Wilkins Primary School					
3	Control System Improvements	$ 120,417	$ 1,517	$ -	$ -
4	Lighting Improvements	$ 286,006	$ 15,856	$ 2,600	$ 11,000
6	DOAS/Dehumidification System	$ 645,940	$ -	$ -	$ -
	Building Totals	**$ 1,052,363**	**$ 17,373**	**$ 2,600**	**$ 11,000**
District Office (Fairless)					
1	Boiler System Improvements	$ 185,085	$ 2,087	$ 500	$ 110
2	HVAC Improvements	$ 26,759	$ -	$ -	$ -
3	Control System Improvements	$ 29,733	$ -	$ -	$ -
	Building Totals	**$ 241,577**	**$ 2,087**	**$ 500**	**$ 110**
	PROJECT TOTALS	**$ 2,639,779**	**$ 53,887**	**$ 7,100**	**$ 27,810**
Alternate Scope					
A1	Lighting Improvements - DAO	$ 82,310	$ 7,100	$ 900	$ 6,368
A2	Lighting - DAO Multipurpose Room	$ 10,621	$ 455	$ 100	$ 80
A3	Lighting - Warehouse	$ 7,115	$ 544	$ 50	$ 678
	Alternates Totals	**$ 100,046**	**$ 8,099**	**$ 1,050**	**$ 7,126**
	PROJECT TOTALS (w/ Alternates)	**$ 2,739,825**	**$ 61,986**	**$ 8,150**	**$ 34,936**

Schedule B: Costs and Cash Flow

SCHEDULE B
Cash Flow Analysis

WOODLAND HILLS SCHOOL DISTRICT
Guaranteed Energy Savings Contract

Financed Project Cost (1):	**$ 2,639,779**
Finance Term (months):	240
Annualized Interest Rate:	3.250%
Est. Avoided Capital Costs (2):	$ 1,867,732
Estimated DLC Rebates (3):	**$ 27,810**

Escalation Rates by Utility & Fuel	
Electric:	3.0%
Natural Gas:	3.0%
Fuel Oil:	3.0%
Water:	3.0%
Other:	3.0%
Operational:	3.0%
Escalation Rates for Annual Fees:	2.0%

Year	Electric Cost Savings	Natural Gas Cost Savings	Water Cost Savings	Operational Cost Savings	Total Cost Savings	Guaranteed Savings	Avoided Capital Savings	Annual M&V Fees	Financing Payment	Net Savings	Cumulative Savings
1	$ 40,912	$ 12,976	$ -	$ 7,100	$ 60,987	$ 55,599	$ 127,124		$ (179,673)	$ 3,050	$ 3,050
2	$ 42,139	$ 13,365	$ -	$ 7,313	$ 62,817	$ 57,267	$ 127,124	$ (4,452)	$ (179,673)	$ 266	$ 3,317
3	$ 43,403	$ 13,766	$ -	$ 7,532	$ 64,702	$ 58,985	$ 127,124	$ (4,541)	$ (179,673)	$ 1,895	$ 5,212
4	$ 44,705	$ 14,179	$ -	$ 7,758	$ 66,643	$ 60,754	$ 127,124	$ (4,632)	$ (179,673)	$ 3,574	$ 8,786
5	$ 46,047	$ 14,604	$ -	$ 7,991	$ 68,642	$ 62,577	$ 127,124	$ (4,725)	$ (179,673)	$ 5,304	$ 14,090
6	$ 47,428	$ 15,042	$ -	$ 3,946	$ 66,416	$ 60,169	$ 127,124	$ (4,819)	$ (179,673)	$ 2,802	$ 16,892
7	$ 48,851	$ 15,494	$ -	$ 4,065	$ 68,409	$ 61,975	$ 127,124	$ (4,915)	$ (179,673)	$ 4,511	$ 21,403
8	$ 50,316	$ 15,958	$ -	$ 4,186	$ 70,461	$ 63,834	$ 127,124	$ (5,014)	$ (179,673)	$ 6,272	$ 27,675
9	$ 51,826	$ 16,437	$ -	$ 4,312	$ 72,575	$ 65,749	$ 127,124	$ (5,114)	$ (179,673)	$ 8,087	$ 35,762
10	$ 53,381	$ 16,930	$ -	$ 4,441	$ 74,752	$ 67,721	$ 127,124	$ (5,216)	$ (179,673)	$ 9,957	$ 45,718
11	$ 54,982	$ 17,438	$ -	$ -	$ 72,420	$ 65,178	$ 127,124	$ -	$ (179,673)	$ 12,630	$ 58,348
12	$ 56,631	$ 17,961	$ -	$ -	$ 74,593	$ 67,134	$ 127,124	$ -	$ (179,673)	$ 14,585	$ 72,934
13	$ 58,330	$ 18,500	$ -	$ -	$ 76,831	$ 69,148	$ 127,124	$ -	$ (179,673)	$ 16,599	$ 89,533
14	$ 60,080	$ 19,055	$ -	$ -	$ 79,135	$ 71,222	$ 127,124	$ -	$ (179,673)	$ 18,674	$ 108,207
15	$ 61,883	$ 19,627	$ -	$ -	$ 81,510	$ 73,359	$ 127,124	$ -	$ (179,673)	$ 20,810	$ 129,017
16	$ 63,739	$ 20,216	$ -	$ -	$ 83,955	$ 75,559	$ 127,124	$ -	$ (179,673)	$ 23,011	$ 152,028
17	$ 65,651	$ 20,822	$ -	$ -	$ 86,473	$ 77,826	$ 127,124	$ -	$ (179,673)	$ 25,278	$ 177,306
18	$ 67,621	$ 21,447	$ -	$ -	$ 89,068	$ 80,161	$ 127,124	$ -	$ (179,673)	$ 27,613	$ 204,919
19	$ 69,650	$ 22,090	$ -	$ -	$ 91,740	$ 82,566	$ 127,124	$ -	$ (179,673)	$ 30,018	$ 234,937
20	$ 71,739	$ 22,753	$ -	$ -	$ 94,492	$ 85,043	$ 127,124	$ -	$ (179,673)	$ 32,495	$ 267,431
TOTAL	**$ 1,099,314**	**$ 348,661**	**$ -**	**$ 58,646**	**$ 1,506,621**	**$ 1,361,823**	**$ 2,542,487**	**$ (43,428)**	**$ (3,593,451)**	**$ 267,431**	

NOTES:
1. Financed Project Cost reflects the guaranteed fixed price of the scope executed under the Guaranteed Energy Savings Agreement, including the first year of measurement and verification of savings.
2. Avoided Capital Savings includes the ammortized annual cost of capital equipment replacement or repairs that would be realized by the Owner within the lifetime of the Energy Project, but will instead be completed and financed through the Energy Project.. Savings include the total costs for all design, bidding, bonding, permitting, equipment and installation labor required to complete the work.
3. Estimated payment from Duquesne Light Act 129 rebate programs based on information published by Duquesne Light and applied to this project. Rebates are not included in the cash flow.

Schedule C: Guaranteed Energy Savings

Reynolds Energy Services (RES) guarantees that the Customer will achieve savings in Year 1 as listed in the following table. Escalation rates will be applied to future year savings according to the Cash Flow Analysis included in Schedule B.

TABLE: Guaranteed Annual Energy Savings by Measure and Resource

EEM		ELECTRIC				FUELS			TOTAL	
				Calculated	Guaranteed		Calculated	Guaranteed	Calculated	Guaranteed
		kWh	kW	$	$	dtherms	$	$	$	$
1	Boiler System Improvements	16,599	22	$ 1,292	$ 1,163	1,419	$ 8,978	$ 8,080	$ 10,270	$ 9,243
2	HVAC Improvements	-	-	$ -	$ -	-	$ -	$ -	$ -	$ -
3	Control System Improvements	20,183	-	$ 1,409	$ 1,268	584	$ 3,998	$ 3,598	$ 5,407	$ 4,866
4	Lighting Improvements	405,197	1,656	$ 38,211	$ 34,390	-	$ -	$ -	$ 38,211	$ 34,390
5	Electrical System Improvements	-	-	$ -	$ -	-	$ -	$ -	$ -	$ -
6	DOAS/Dehumidification System	-	-	$ -	$ -	-	$ -	$ -	$ -	$ -
	TOTAL	441,978	1,678	$ 40,912	$ 36,821	2,002	$ 12,976	$ 11,678	$ 53,887	$ 48,499

The guaranteed savings shall be calculated as shown in Schedule F for the term of the Agreement. RES will pay the Customer the difference between the annual amount guaranteed and the amount of actual energy savings achieved in accordance with the provisions provided within the GESA as mutually agreed upon by RES and Customer. Payments for any savings shortfall will be paid to the Customer by RES in accordance with Section 4.2 of the GESA. Stipulated savings are savings that have been calculated and agreed upon by RES and Customer. Operational, maintenance and avoided capital savings are stipulated, and as such will not be tracked or measured. Rebates from utilities or any other source are not guaranteed by RES.

TABLE: Projected Operational & Maintenance Cost Savings (Year 1)

EEM	NATURE OF COSTS AVOIDED OR SAVINGS GENERATED	ANNUAL SAVINGS
		$
1 Boiler System Improvements	Net maintenance impact of adding new equipment, replacing old equipment	$ 1,500
4 Lighting Improvements	Equipment not replaced during warranty period; extended lamp life	$ 5,600
TOTAL		$ 7,100

Operational and maintenance (O&M) savings primarily include the maintenance costs avoided due to old or problematic equipment being replaced with new equipment or if equipment is altogether removed. Savings also include reduction in maintenance expense for materials during the new equipment warranty period.

Schedule C: Guaranteed Energy Savings

TABLE: Avoided Capital Scope and Savings Breakdown

Scope Item	Total Cost (1)
Replace boilers	$ 448,185
HW circulation pumps/starters	$ 96,814
Install DOAS units	$ 645,914
Terminal A/C units	$ 30,904
Replace electrical panels/new circuits	$ 202,123
Control valves/MZU freeze pumps/fans	$ 84,950
Update DDC system	$ 224,971
Replace light fixtures	$ 133,870
TOTAL:	**$ 1,867,732**

NOTES: (1) Includes all Bidding, Permitting, Bonding, Equipment, and Installation Labor costs required to complete individual projects.

	$ 10,594
	$ 127,124
Annualized Interest Rate:	3.25%
Finance Term (months):	240

Schedule C: Guaranteed Energy Savings

Utility Rates

Guaranteed dollar amounts are calculated based on the base utility rates listed below, and escalated at the rates listed in Schedule B. If actual electric or gas rates are lower than those listed in this Schedule and escalated as described above, RES reserves the right to use the base utility rates for the guarantee period. If actual rates are higher than those listed in this Schedule and escalated as described above, RES reserves the right to use the actual rates for the guarantee period.

Rate tariffs/avoided utility costs utilized in calculation of guaranteed energy savings:
The rates shown in the table below were derived from bills provided through September 2016.

Electric – Duquesne Light Charges:

Description	Unit	Cost/Unit
Customer Charge	Monthly	$54.00
Distribution	kW	$5.99
Total Generation Charge w/ tax	kWh	$0.072

*Generation charge was derived from October 2016 bills and is included from Direct Energy

Natural Gas Charges:

Description	Unit	Cost/Unit
Customer Charge	Monthly	$77.00
Distribution	Dekatherm	$2.52
Commodity Charge (converted)*	Dekatherm	$4.00

*Commodity Charge was derived from the most recent year average.

Utility accounts that will be tracked for the guaranteed energy savings:

Customer Name:	Customer Address:	Utility:	Account #:	Provider/Rate:
Edgewood Primary	241 Maple Ave. Pittsburgh, PA 15218	Electricity	6212070000	Duquesne Light - GM-Med. Commercial
Wilson Primary	362 Churchhill Rd Pittsburgh, PA 15235	Electricity	9261830000	Duquesne Light - GM-Med. Commercial
District Office (Fairless)	531 Jones Ave. North Braddock, PA 15104	Electricity	7480300000	Duquesne Light - GM-Med. Commercial

Customer Name:	Customer Address:	Utility:	Account #:	Provider/Rate:
District Office (Fairless)	531 Jones Ave.	Natural Gas (MCF)	200006421081	Peoples Natural Gas
Wilson Primary	362 Churchhill Rd Pittsburgh, PA 15235	Natural Gas (MCF)	200004384497	Peoples Natural Gas
Edgewood Primary	241 Maple Ave. Pittsburgh, PA 15218	Natural Gas (MCF)	200004384745	Peoples Natural Gas

Customer Name:	Customer Address:	Utility:	Account #:	Provider/Rate:
Wilson Primary	362 Churchhill Rd Pittsburgh, PA 15235	Natural Gas (MMBTU)	434030	HESS/Direct Energy
Edgewood Primary	241 Maple Ave. Pittsburgh, PA 15218	Natural Gas (MMBTU)	434027	HESS/Direct Energy
District Office (Fairless)	531 Jones Ave.	Natural Gas (MCF)	70010128	Equitable Energy/UGI
Edgewood Primary	241 Maple Ave. Pittsburgh, PA 15218	Natural Gas (MCF)	70010128	Equitable Energy/UGI
District Office (Fairless)	531 Jones Ave.	Natural Gas (MCF)	0900902000026	Peoples Equitable Gas
Edgewood Primary	241 Maple Ave. Pittsburgh, PA 15218	Natural Gas (MCF)	0900902000018	Peoples Equitable Gas

Utility accounts shown to be tracked will need to be validated during the installation period. There may be redundancy in accounts shown.

Guaranteed Savings Reconciliation

The guarantee term will commence on the Commencement Date as defined in Section 3.1 and be referred to as the "savings guarantee commencement date".

RES will monitor monthly utility usage for the guarantee period, within sixty (60) days of receiving pertinent utility bills. RES will provide Annual Savings Reports to the Customer, which shall include the initial calculation of the total dollar savings, the measurement and verification calculations and any other reasonable information requested by the Customer. Upon the submittal of the annual savings report, reconciliation (if necessary) will be in accordance with Section 4.2 of the GESA.

The Customer agrees to

1. Provide or cause its utility suppliers to provide periodic utility usage and cost in a timely manner. Preferably within two (2) weeks of the "Read Date" shown on the bill. RES will initiate data requests.
2. Execute all Customer responsibilities as set forth in the Agreement.
3. Provide RES full access to all pertinent facilities and information required for RES to perform its responsibilities. Access shall include but not be limited to the following:
    a. All areas of all buildings included in the project
    b. All utility meters included in the guarantee
    c. All personnel responsible for operating and maintaining facilities
    d. Remote access to building automation systems via credentials assigned to RES. Full access is required for commissioning and troubleshooting purposes. Access may be changed to read-only for monitoring at the conclusion of the commissioning process at the discretion of the Customer.
    e. Actual monthly invoices for utilities
    f. Inventories of material changes made within the facility as defined in Section 15 of the GESA.

Schedule D: Compensation to RES

Schedule of Values and Draw Schedule

EEM#	EEM Description	EEM Value	Apr-17		May-17		Jun-17	
			%	Draw $	%	Draw $	%	Draw $
	Mobilization	$ 263,978	80%	$ 211,182	20%	$ 52,796		$ -
1	Boiler System Improvements	$ 514,299		$ -	20%	$ 102,860	20%	$ 102,860
2	HVAC Improvements	$ 206,604		$ -	25%	$ 51,651	35%	$ 72,311
3	Control System Improvements	$ 284,318		$ -	15%	$ 42,648	25%	$ 71,079
4	Lighting Improvements	$ 517,688		$ -	25%	$ 129,422	35%	$ 181,191
5	Electrical System Improvements	$ 171,854		$ -	20%	$ 34,371	25%	$ 42,964
6	DOAS/Dehumidification System	$ 549,049		$ -	20%	$ 109,810	20%	$ 109,810
	Close Out	$ 131,989		$ -		$ -		$ -
	Total	**$ 2,639,779**	**8%**	**$ 211,182**	**20%**	**$ 523,557**	**22%**	**$ 580,215**

EEM#	Jul-17		Aug-17		Sep-17		Oct-17	
	%	Draw $	%	Draw $	%	Draw $	%	Draw $
		$ -		$ -		$ -		$ -
1	25%	$ 128,575	20%	$ 102,860	15%	$ 77,145		$ -
2	30%	$ 61,981	10%	$ 20,660		$ -		$ -
3	30%	$ 85,295	20%	$ 56,864	10%	$ 28,432		$ -
4	25%	$ 129,422	15%	$ 77,653		$ -		$ -
5	25%	$ 42,964	20%	$ 34,371	10%	$ 17,185		$ -
6	30%	$ 164,715	20%	$ 109,810	10%	$ 54,905		$ -
		$ -		$ -	20%	$ 26,398	80%	$ 105,591
	23%	**$ 612,952**	**15%**	**$ 402,218**	**8%**	**$ 204,065**	**4%**	**$ 105,591**

Actual billing shall be for work put in place in a given month as accepted by the Customer. Invoices are issued on the 1st of following month, with payment due 30 days following the invoice date.

Schedule of Measurement and Verification (M&V) fees

Annual M&V fees will be invoiced at the beginning of each performance year following delivery of the previous year's annual savings report. Annual fees are escalated at a rate of 2.0% per year.

Performance year	Annual fee
2018	included
2019	$4,452
2020	$4,541
2021	$4,632
2022	$4,725
2023	$4,819
2024	$4,915
2025	$5,014
2026	$5,114
2027	$5,216

Schedule E: Baseline Energy Consumption

Electricity and Fuels Baselines

The following tables reflect the energy and costs baseline used in the calculation of energy savings based on historical energy use and current or projected utility rates. The baseline consumption used for measurement and verification purposes shall be determined as described in Schedule F.

Edgewood Primary School – Monthly Energy Consumption Profile

	ELECTRIC				FUELS		
	kWh	kW		$	dtherms		$
Jan	74,100	209	$	6,490	1,521	$	8,641
Feb	80,700	219	$	7,013	1,631	$	10,670
Mar	82,500	206	$	7,073	1,201	$	7,849
Apr	74,378	219	$	6,561	504	$	2,648
May	57,922	205	$	5,307	161	$	892
Jun	72,300	240	$	6,501	-	$	77
Jul	35,400	167	$	3,464	-	$	77
Aug	35,400	197	$	3,628	-	$	77
Sep	77,400	239	$	6,837	9	$	139
Oct	72,300	242	$	6,500	381	$	2,757
Nov	75,300	229	$	6,686	1,256	$	8,016
Dec	69,600	220	$	6,226	1,332	$	8,698
	807,300	2,591	$	72,286	7,997	$	50,542

Wilkins Primary School – Monthly Energy Consumption Profile

	ELECTRIC				FUELS		
	kWh	kW		$	dtherms		$
Jan	58,611	232	$	5,512	771	$	4,407
Feb	58,918	238	$	5,564	1,124	$	6,317
Mar	57,216	227	$	5,379	392	$	2,354
Apr	61,263	228	$	5,677	497	$	2,946
May	55,445	235	$	5,302	125	$	917
Jun	57,134	242	$	5,439	191	$	1,275
Jul	43,177	160	$	3,977	17	$	324
Aug	40,912	150	$	3,721	12	$	293
Sep	54,418	245	$	5,242	18	$	330
Oct	60,490	233	$	5,611	122	$	876
Nov	60,976	237	$	5,704	210	$	1,367
Dec	57,619	248	$	5,530	248	$	1,529
	666,179	2,675	$	62,658	3,727	$	22,936

Schedule E: Baseline Energy Consumption

District Office (Fairless) – Monthly Energy Consumption Profile

	ELECTRIC				FUELS		
	kWh	kW		$	dtherms		$
Jan	18,057	62	$	1,634	409	$	2,467
Feb	21,069	65	$	1,858	367	$	2,232
Mar	23,154	69	$	2,030	178	$	1,225
Apr	20,722	63	$	1,827	165	$	1,168
May	20,669	68	$	1,849	25	$	327
Jun	23,104	76	$	2,070	21	$	360
Jul	19,149	80	$	1,816	15	$	621
Aug	25,317	87	$	2,291	16	$	663
Sep	25,754	85	$	2,306	22	$	676
Oct	21,984	83	$	2,034	114	$	914
Nov	21,208	66	$	1,877	237	$	1,560
Dec	21,135	60	$	1,836	291	$	1,854
	261,320	**865**	**$**	**23,427**	**1,860**	**$**	**14,067**

Schedule F: Measurement & Verification Methodology

Approach to Measurement and Verification of Savings

When preparing a guaranteed energy savings project, Reynolds Energy Services (RES) adheres to the most recent International Performance Measurement and Verification Protocol (IPMVP) as it applies to the given scope. The IPMVP is sponsored and maintained by a non-profit corporation known as the Efficiency Valuation Organization (EVO) and is the most recognized energy and water savings measurement and verification protocol across the world. The IPMVP is a set of recommended guidelines and framework to evaluate energy and water efficiency projects. It does not define set standards for measurement and verification on specific energy and water efficiency measures.

EVO has acknowledged that the IPMVP documents alone will not improve energy efficiency, but must be applied by qualified professionals who demonstrate knowledge and understanding of the protocol. Such individuals may have the designation as Certified Measurement and Verification Professionals (CMVP ®) and are qualified to promote sound M&V plans as well as adhere to best practices for management programs. RES has addressed this and has a CMVP on staff to help facilitate the M&V planning and reporting for all projects, as well as train staff members on proper implementation and execution. For Woodland Hills School District, RES has created a custom M&V plan that follows the core principles of the IPMVP, including the following:

- Accurate
- Complete
- Conservative
- Consistent
- Relevant
- Transparent

Quarterly reports of the avoided energy costs will be provided based on the established M&V plans. The following section outlines the framework and various options involved when developing a proper M&V plan. It should be noted that RES has worked with the district to identify all other operational and avoided costs within the project. Those items are shown separately from the truly "measured and verified" components of the project and are found in Schedule C of the GESA.

When conducting this analysis, the important factors to consider in developing a M&V plan are as follows:

- Can the impact of the energy efficiency measures be isolated and measured easily?
- Is the whole building being impacted and are the savings interactive?
- How much will the measure(s) save compared to the baseline usage?
- How much will M&V cost for the measures applied?

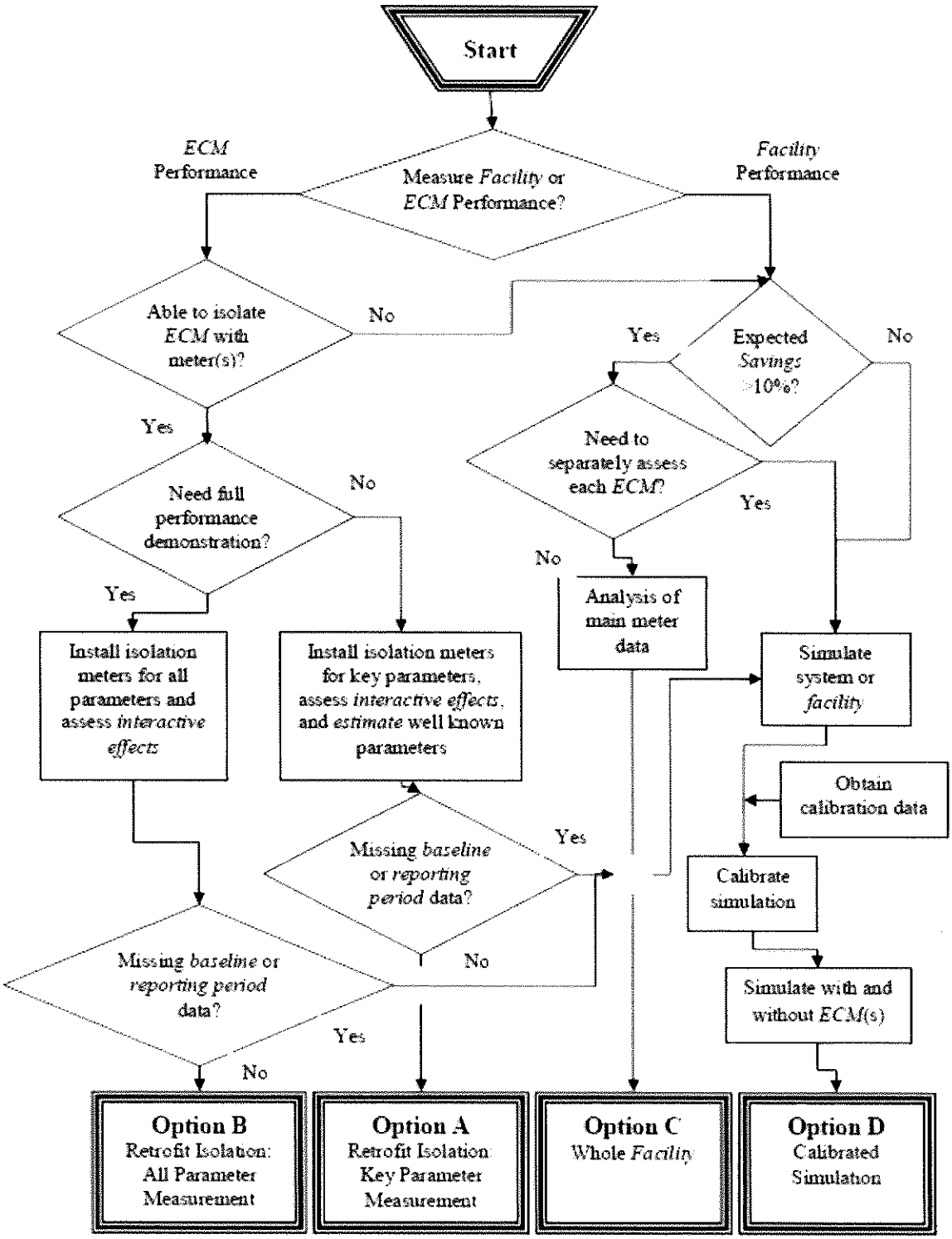
These questions help identify which (if any) of the four IPMVP options are taken into consideration. The following tables outline these options and are taken from the "IPMVP – Concepts and Options for Determining Energy and Water Savings – Volume 1, January 2012."

IPMVP Option	How Savings Are Calculated	Typical Applications
A. Retrofit Isolation: Key Parameter Measurement *Savings* are determined by field measurement of the key performance parameter(s) which define the *energy* use of the *ECM*'s affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the *reporting period*. Parameters not selected for field measurement are *estimated*. *Estimates* can based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the *estimated* parameter is required. The plausible *savings* error arising from *estimation* rather than measurement is evaluated.	Engineering calculation of *baseline* and *reporting period energy* from: ○ short-term or continuous measurements of key operating parameter(s); and ○ *estimated* values. *Routine* and *non-routine adjustments* as required.	A lighting retrofit where power draw is the key performance parameter that is measured periodically. Estimate operating hours of the lights based on *facility* schedules and occupant behavior.
B. Retrofit Isolation: All Parameter Measurement *Savings* are determined by field measurement of the *energy* use of the *ECM*-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the *savings* and the length of the *reporting period*.	Short-term or continuous measurements of *baseline* and *reporting-period energy*, and/or engineering computations using measurements of proxies of *energy* use. Routine and non-routine adjustments as required.	Application of a variable-speed drive and controls to a motor to adjust pump flow. Measure electric power with a kW meter installed on the electrical supply to the motor, which reads the power every minute. In the *baseline period* this meter is in place for a week to verify *constant* loading. The meter is in place throughout the *reporting period* to track variations in power use.

IPMVP Option	How Savings Are Calculated	Typical Applications
C. Whole Facility *Savings* are determined by measuring energy use at the whole *facility* or sub-*facility* level. Continuous measurements of the entire *facility's energy* use are taken throughout the *reporting period*.	Analysis of whole *facility baseline* and *reporting period* (utility) meter data. *Routine adjustments* as required, using techniques such as simple comparison or regression analysis. *Non-routine adjustments* as required.	Multifaceted energy management program affecting many systems in a *facility*. Measure energy use with the gas and electric utility meters for a twelve month *baseline period* and throughout the *reporting period*.
D. Calibrated Simulation *Savings* are determined through simulation of the *energy* use of the whole *facility*, or of a sub-*facility*. Simulation routines are demonstrated to adequately model actual *energy* performance measured in the *facility*. This Option usually requires considerable skill in calibrated simulation.	Energy use simulation, calibrated with hourly or monthly utility billing data. (Energy end use metering may be used to help refine input data.)	Multifaceted energy management program affecting many systems in a facility but where no meter existed in the *baseline* period. Energy use measurements, after installation of gas and electric meters, are used to calibrate a simulation. *Baseline* energy use, determined using the calibrated simulation, is compared to a simulation of *reporting period* energy use.

The flow chart on the following page (also taken from the latest IPMVP version) outlines in more detail the evaluation process RES takes when developing a M&V plan.

Schedule F: Measurement & Verification Methodology



Establishing Baseline Energy Use

Establishing realistic baseline energy use is the key to a guaranteed energy savings project, in that it establishes the basis for all savings and creates the boundary conditions for the size of the savings opportunity. The baseline is more than the amount of energy used in the past, as reflected in a utility billing history; it is a prediction of how much energy a facility would use in the absence of the energy project during current and future operating parameters and weather conditions. The table below shows Reynolds' methods for establishing the energy baseline.

Reynolds Methods for Establishing Energy Baseline
Utility Meter Data Analysis: *Applied to Option C - Whole Building Metering.*
1. Establish energy use from utility bills over a two-year period prior to the project. 2. Construct a baseline energy model based on independent variables such as weather. 3. Apply normal weather data to the baseline energy model to determine the normalized annual energy baseline per applicable fuel type. 4. Adjust the baseline to compensate for operating abnormalities such as non-typical shut downs, code compliance, building alterations, or other events (such as summer school or night classes) that might affect typical year energy usage. 5. Apply predetermined fuel rates to each utility type, aggregate costs to determine baseline energy costs. Apply predetermined escalation rates each year thereafter. 6. Adjust baseline monthly or yearly as required to compensate for operational changes.
Retrofit-Specific Analysis: *Applied to Option A – Retrofit Isolation*
1. Measure or estimate key parameter of existing equipment energy use prior to removal based on short-term measurements or manufacturer data (e.g., current and voltage readings for lighting, motors, etc.) 2. Estimate usage frequency (e.g., hours of operation) based on current building usage patterns. 3. Calculate estimated annual energy or water use utilizing accepted engineering calculations. 4. Apply predetermined fuel rates to each utility type, aggregate costs to determine baseline energy costs. Apply predetermined escalation rates each year thereafter.

Baseline Adjustments

The calculation methodology section of each Measurement and Verification (M&V) plan includes procedures for updating baseline or savings calculations during the project's performance period to compensate for the variables that affect savings. The generic methodologies shown in the following table are applied on a project and conservation measure specific basis:

Variable Affecting Savings	Post-Installation	Performance Period
Energy Prices: Neither Reynolds nor the owner has significant control over actual energy prices.	Energy prices and their escalation rates are fixed in the project's guarantee contract language.	
Operations: Beyond normal maintenance and operations, Owner's operating practices.	Savings calculations adjusted to reflect variance from the project's operational intent per the contract.	
Operating Hours: Changes in the length of operation of the facility, buildings, and systems.	Baseline and/or savings calculations adjusted to reflect variance from the project's operational intent per the contract.	
Loads: Changes in equipment and process loads not directly controlled by the building HVAC and lighting systems.	Baseline calculations adjusted to reflect changes from the project's operational intent per the contract.	
Preventive Maintenance, Repair and Replacement: In order to sustain energy savings, equipment/system performance must be maintained.	Not applicable	Savings calculations adjusted to reflect negative variance from equipment/systems performance criteria.
Major Changes to Facility: Changes such as reduction or increase in the number of students, facility closures, adding new wings, code non-compliance, or adding new loads (e.g., computers).	Baseline and/or savings calculations adjusted to reflect facility changes.	
Weather: Variations from "normalized" weather.	Not applicable	Baseline and/or savings calculations adjusted to reflect variance from normalized weather.

Weather Normalization Procedure

The normalization adjustment for weather is expressed as follows:

$$BEU_m = Base + (F1 \times HDD_m) + (F2 \times CDD_m)$$

Where,	BEU_m	=	Baseline energy use for month m
	Base	=	Constant, non-weather related energy consumption per month
	F1	=	Heating degree day factor
	HDD_m	=	Number of heating degree days in month m
	F2	=	Cooling degree day factor
	CDD_m	=	Number of cooling degree days in month m

In the above equation, Base, F1, and F2 are determined from the regression. The heating and cooling degree days are determined from current weather data. The heating and cooling degree day calculations are calculated using a base temperature that fits the building. Other non-routine adjustment factors such as change of floor-space, change in use of space etc. can be adjusted using similar mathematical relationships of dependent and independent variables.

Maintaining Savings

Reynolds' measurement and verification methods are designed to provide feedback loops regarding variance from the project's operational intent. Typically, RES includes technical assistance within measurement and verification fees; this enables the collaboration required between RES and facility Operations and Maintenance staff to maintain performance throughout the project's performance period.

Reports

Quarterly: RES provides energy performance updates.

Annually: RES provides a report that reconciles savings per the projects M&V plan. The following information is provided in the report:

- Utility Data Analysis - As required by the project's M&V plan, analysis of utility meter(s) energy use data is provided.
- Savings and Guarantee Reconciliation - Savings calculations are updated per the project's M&V plan. Guarantee is updated to reflect refinements that have negatively impacted savings.
- Measurement and Verification Data - Performance Period measurement data.

Project Specific Measurement and Verification Methodologies

Measurement and verification plans specific to individual or logical groupings of conservation measures are included in this schedule. The EEMs are indexed to IPMVP methods in the following table:

Energy Efficiency Measure	IMPVP Option A Partially Measured Retrofit Isolation	IPMVP Option B Retrofit Isolation	IPMVP Option C Whole Facility	IPMVP Option D Calibrated Simulation
EEM 1: Boiler System Improvements			X	
EEM 2: HVAC Improvements	N/A			
EEM 3: Control System Improvements			X	
EEM 4: Lighting Improvements			X	
EEM 5: Electrical System Improvements	N/A			
EEM 6: DOAS/Dehumidification System	N/A			

Schedule G: Construction and Installation

Introduction

This schedule provides milestone dates for construction and installation of the scope of work included in Schedule A of this contract. The project will be completed primarily over the summer break which will allow for very little schedule float. RES will require the all or portions of the buildings included in the scope to be vacated during construction.

Purpose

The purpose of this schedule is to maintain a controlled work site with the highest possible quality of construction services. The schedule is structured to allow the project to begin on May 1, 2017 **or as soon as Woodland Hills School District and RES execute the Guaranteed Energy Savings Agreement and appropriate notices are received by RES.** Based upon this schedule, subcontractor award and equipment submittals and approvals are projected to be completed and equipment available for installation starting on June 5, 2017. It is anticipated that all work will be substantially completed by August 21, 2017 in time for teachers to return and prepare for students. Some work may be required after the start of the school year; however this work is not anticipated to impact school mission or operations. Work required after the start of the school year will be limited to areas not occupied by students, teachers or administrators, or will be performed after hours.

Construction Sequence

The construction sequence was developed to allow work activities to commence as soon as the materials with the shortest lead times become available.

Work activities have been scheduled to occur at times that minimize impacts to occupied facilities. Furthermore, construction of the project has been sequenced such that various trade activities are properly staged to limit the effects of trade stacking on any particular work trade. This will allow the most qualified tradesmen to perform their work with a focus on high quality workmanship while minimizing impact to both the facility and its occupants. Our on-site Construction Manager will work closely with the designated representative from the District daily to ensure that all work activities commence and continue with the least possible intrusion into the daily activities of the functioning facility. RES will examine and address these concerns thoroughly while creating the detailed construction installation schedules and will maintain reasonable flexibility in those schedules to allow Woodland Hills School District to dictate reasonable changes needed because of events or unforeseen commitments of spaces.

As the project approaches completion, RES will deliver as-built documentation, and operations and maintenance (O&M) documents to the District and schedule and facilitate training sessions for facilities personnel. RES will coordinate and schedule final inspections and acceptance by the District as each major component of the project is completed.

The following chart outlines milestones associated with the GESA contract completion, Construction/Installation Phase, and the Measurement and Verification (M&V) Phase.

Schedule G: Construction and Installation

	Woodland Hills School District			
	Preliminary Project Schedule			
	Milestones - Components	Min Days	Start	Finish
1	**Investment Grade Audit / Guaranteed Energy Savings Agreement**			
1.1	Bidding / Final Pricing	24	2/6/2017	3/2/2017
1.2	District review and comment	4	3/2/2017	3/6/2017
1.3	Finalize GESA Contract	2	3/6/2017	3/8/2017
1.4	Board Review and Vote	7	3/8/2017	3/15/2017
1.5	Reynolds Contract Execution	26	3/15/2017	4/10/2017
2	**Construction/Installation**			
2.1	Award Subcontracts	7	4/10/2017	4/17/2017
2.2	Complete design and permit documents	11	4/10/2017	4/21/2017
2.3	Equipment submittal/approval	18	4/10/2017	4/28/2017
2.4	Order equipment and materials	7	4/24/2017	5/1/2017
2.6	Lighting equipment lead time	28	4/28/2017	5/26/2017
2.7	Lighting equipment installation	60	5/26/2017	7/25/2017
2.8	Boiler room 1st shift demo work	32	5/1/2017	6/2/2017
2.9	*Building available for 1st shift construction*		*6/5/2017*	*6/5/2017*
2.10	HVAC equipment manufacture lead time	56	5/1/2017	6/26/2017
2.11	Complete boiler plant construction	87	6/26/2017	9/21/2017
2.12	HVAC demo/construction	74	6/5/2017	8/18/2017
2.13	Electrical panel/receptacle work	74	6/5/2017	8/18/2017
2.14	Energy management system installation	83	6/30/2017	9/21/2017
2.15	Substantial Completion	0	8/18/2017	8/18/2017
2.16	*Schools ready for teachers and students*		*8/21/2017*	*8/21/2017*
2.17	*Complete work not intruding on school operation*	*28*	*8/24/2017*	9/21/2017
2.18	Punchlist Completion	39	8/21/2017	9/29/2017
2.19	O&M As-builts/Closeout	21	9/29/2017	10/20/2017
2.20	Commissioning	90	9/29/2017	12/28/2017
2.21	Training	5	9/29/2017	10/4/2017

Schedule H: Start Up and Commissioning

Introduction

The purpose of this document is to communicate the process and scope for commissioning services associated with the Project. Confidence in building performance is created by executing the commissioning plan contained herein.

The commissioning process executes the testing necessary to verify the project design, contractor and vendor performance, and the baseline performance of the installed systems. This documentation verifies the use of proper construction processes and documents resultant system and building performance. These data provide a comparative basis for analysis of the building performance over time. The commissioning process is summarized as follows:

- Define desired performance criteria.
- Prove design compliance with performance criteria.
- Collect actual performance data.
- Distill results into useful information.
- Strategize optimal performance.
- Take action to achieve predictable results.
- Train the user.

Strategy

Commissioning is applied to blocks of construction. Scope is defined by identifying systems to be commissioned, system functional testing, and integrated systems acceptance testing for each scope item.

Systems to be Commissioned

TABLE: Summary of Systems to be Commissioned

System Type	Equipment
EEM 1: Boiler System Improvements	
Boilers, circulation pumps	Hot water boilers, circulation pumps, boiler controls
EEM 2: HVAC Improvements	
HVAC equipment	Hot water secondary pumps, variable frequency drives, unit ventilator, unit ventilator control valves, split-system air-conditioning unit, freeze protection pumps, exhaust fans
EEM 3: Control System Improvements	
Direct digital controls (DDC)	New supervisory control equipment, new DDC controllers associated with the new HVAC equipment and associated sequences of operation and schedules.
EEM 4: Lighting Improvements	
Lighting	Any new LED fixtures replacing existing fixtures with T8 lamps/ballasts; lighting controls
EEM 5: Electrical System Upgrades	
Power distribution	Subpanels
EEM 5: DOAS/Dehumidification System	
DOAS	Rooftop air handlers, Modified UV to FCU controls.

Roles and Responsibilities

Project team member roles and responsibilities for each process of the service are summarized in the table on the matrix below. All phases of the process may not be applicable to each component of the project:

TABLE: Roles and Responsibilities during Commissioning Process

Cx Phase/Process	Roles, Responsibilities, & Work Products
Pre-Design	
Develop Cx Plan	*Commissioning Authority (CxA)* develops a Commissioning Plan.
Document Performance Criteria	*CxA* issues written guidelines for format and content of performance criteria. *Design Team* develops performance criteria. *CxA* reviews performance criteria and quantifies non-performance issues. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Design	
Engineering Analysis	During contract documents phase of design, *CxA* quantifies non-performance issues through preliminary and final reviews of design documents. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Specify Performance Testing Requirements	*CxA* develops System Pre-Functional & Functional Performance test plan, Integrated Systems Acceptance Test Plan, and supporting technical specifications. *Design Team* approves plans and technical specifications.
Construction	
Manage Performance Testing	*CxA* creates and manages critical path performance testing schedule. *Owner, Project Team* resolves non-performance issues quantified in the Project Issues List during performance testing.
Review Contractor Submittal Documentation	*Design Team* and *CxA* quantify non-performance issues through review of *Construction Team's* submittal documentation. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Develop Performance Testing Documentation	*CxA* develops Pre-Functional and Functional Performance Testing Manual(s) and Integrated System Acceptance Testing Manuals. *Design Team* approves manuals.
Pre-Functional & Functional Performance Testing	*CxA* quantifies non-performance issues by executing Pre-Functional and Functional Performance Testing.
Closeout	
Acceptance Performance Testing	*CxA* quantifies non-performance issues through execution of Integrated Systems Acceptance Performance Testing.
Review Contractor Closeout Documentation	*Design Team* and *CxA* quantify non-performance issues through review of *Construction Team's* closeout documentation. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Communicate Performance Testing Final Results	*Design Team* updates performance criteria. *CxA* develops Commissioning Report for approval by *Design Team*. Commissioning Report submitted to *Owner Team* by *CxA*.

Functional Performance Testing

Each system commissioned is subjected to a phased functional performance testing process that quantifies its performance relative to design intent. The following table summarizes each phase of Functional Performance Testing (FPT):

TABLE: Functional Performance Testing Phases

FPT Phase	Description
Pre-Functional Testing	Verify that equipment and components associated with a particular system have been provided per contract documents and function independent of each other per design intent.
System Functional Testing	Verify that the equipment and components associated with a particular system function together per design intent.
Testing, Adjusting, Balancing, & Optimization	Measure, adjust, and document terminal equipment flow rates to attain design intent flows. Document performance and capacity of terminal and central equipment. Optimize system set points to minimize resource demand and consumption.
Training	Communicate system programming, design intent, and sequence of operations to Operations and Maintenance staff responsible for system performance. As required, augment communication with equipment or component factory training.

Functional Performance Testing is summarized in the following table.

TABLE: Summary of Functional Performance Tests

Description	Methods/Criteria
Pre-Functional Testing	
Equipment Verification	Visually inspect all equipment and components comprising the system. Verify consistency between specified, submitted, and installed equipment.
Installation Verification	Visually inspect all equipment and components comprising the system and verify installation per contract documents, maintainability, and operational availability.
Operation Verification	Test all equipment and components comprising the system to verify that their independent performance complies with design intent. Examples are duct leakage testing, pipe leakage testing, piping flushing, system controls startup, vendor equipment startup, etc.
System Functional Testing	
Fail Safe Functions	Test performance of each control function dedicated to "fail safe" system operation.

Schedule H: Start Up and Commissioning

Description	Methods/Criteria
Equipment Protection, Interlocks, and Life Safety Interface Functions	Test performance of each control function dedicated to protecting system equipment, interfacing with life safety system(s), and interlocking operation of system equipment and components.
Hardware	Test performance of each system's controls device (i.e., Equipment Enable/Disable, Start/Stop, and Step, Equipment Modulation, Modulating Components, Step Components, Analog Sensors, Digital Sensors, etc.).
Schedule/Mode Switch Control Functions	Test performance of each control function dedicated to time scheduling, staging of the system mode, or staging of equipment and components. Examples of these control functions are optimal start/stop, occupied/unoccupied operation, automatic equipment alternation, etc.
Basic Control Functions	Test performance of each control function required for system operation. Examples of these control functions are: AHU discharge temperature control, AHU discharge static pressure control, hydronic system differential pressure control, etc.
Advanced Control Functions	Test performance of each control function included to optimize a system, but not required for system operation. Examples of these control functions are AHU discharge temperature reset, hydronic system temperature reset, etc.
Failures & Alarms Control Functions	Test performance of each control function dedicated to system failure and alarming.
Set points and/or Configuration	Verify system controls set points and/or configuration parameters (i.e. Verify set points and configuration parameters for fan-powered terminal unit).
Graphical User Interface	Test performance of system graphical user interface.
Testing, Adjusting, Balancing, & Optimization	
Measurement devices	Calibrate measurement devices (i.e. terminal unit primary airflow measurement stations, hydronic flow measurement stations, etc)
Proportional Balance	Proportion airflow or hydronic flow to the identified system's terminal devices (i.e. grilles, registers, diffusers, coils, etc) per contract documents.
Distribution Equipment Performance	Measure performance of distribution equipment (i.e., fans, pumps, etc).
Production Equipment Performance	Measure performance of production equipment (i.e., Boilers, Chillers, Cooling Towers, etc).
Heat Transfer Equipment Performance	Measure performance of heat transfer equipment (i.e., heat exchangers, coils, etc).
Optimum set point(s)	Optimize set points (i.e. AHU discharge static pressure set point, hydronic system differential pressure, etc.) to minimize resource consumption and/or demand.

Description	Methods/Criteria
Training	
Design Intent	Summarize how the system is designed and operated to comply with the facility's Operational Intent.
Sequence of Operations	Summarize how the system is automated to comply with the facility's Operational Intent.
Equipment or Component Training	Provide specified vendor training for key equipment and components.

Industry Standards and Guidelines Utilized

Commissioning services are provided utilizing the following industry standards and guidelines:

- **ASHRAE Guideline 0-2013 – The Commissioning Process**
- **US Green Building Council**
  - Leadership in Energy & Environmental Design (LEED) GreenBuilding Rating System
- **Building Commissioning Association**
  - Building Commissioning Attributes
- **California Commissioning Collaborative**
  - California Commissioning Guide: Existing Buildings
- **Portland Energy Conservation, Inc. (PECI)**
  - Model Commissioning Plan and Guide Specifications - 2005

Comfort Standards - Indoor

The interior occupant space conditions (temperature and humidity) will conform to industry-standard practices of the HVAC industry as set-forth by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) in the standard's publication entitled, ASHRAE Standard 55-2013: Thermal Environmental Conditions for Human Occupancy.

It is important to note that because of individual differences and personal preferences pertaining to comfort, the standard is designed to accommodate a minimum of 80% of the occupants. Comfort is a measure that factors both dry bulb temperature and relative humidity. The following table is a summary of acceptable indoor comfort conditions:

Relative Humidity	*Winter Temperature (indoor)*	*Summer Temperature (indoor)*
30%	68.5°F to 73.5°F	75.0°F to 80.0°F
40%	68.0°F to 73.5°F	74.5°F to 80.0°F
50%	68.0°F to 73.5°F	74.0°F to 79.0°F
60%	67.5°F to 72.0°F	74.0°F to 78.5°F

A set point of 76°F will be utilized for cooling with a +/- of 2°F the local thermostat allowing the **minimum cooling occupied temperature to be 74°F** in the cooling mode. A set point of 70°F will be utilized for heating with a +/- of 2°F at the local thermostat allowing the **maximum heating occupied temperature to be 72°F**. Night setback will be adjusted such that indoor comfort levels can be established by the start of the occupied hours.

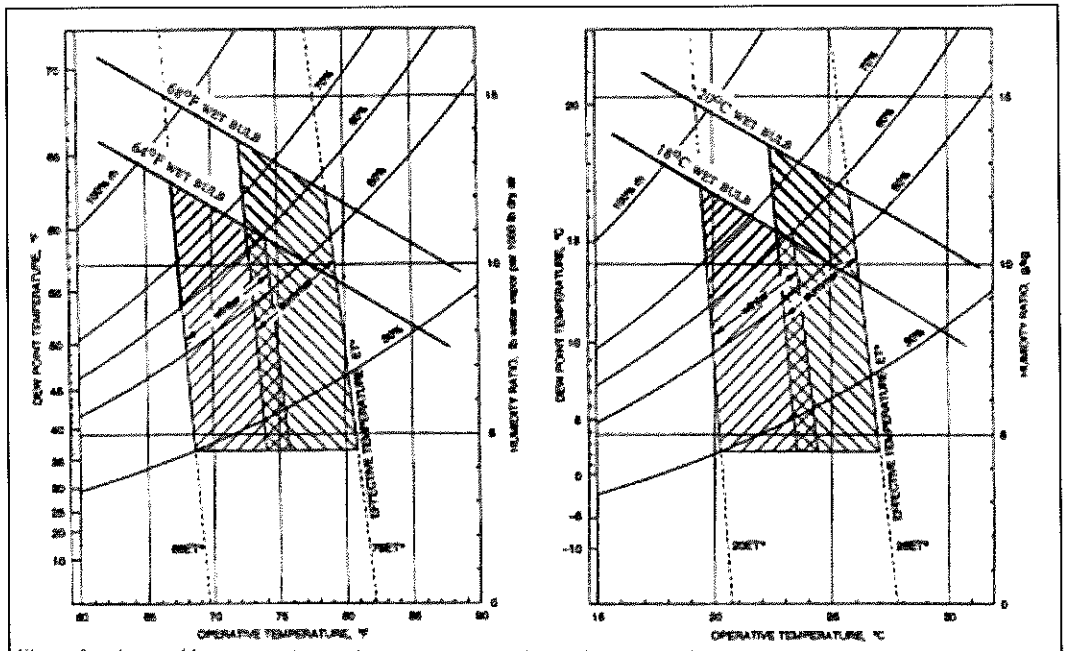


Figure 2 Acceptable ranges of operative temperature and humidity for people in typical summer and winter clothing during light, primarily sedentary activity (≤1.2 met). The operative temperature ranges are based on a 10% dissatisfaction criterion.

ANSI/ASHRAE Standard 55 – Acceptable Temperature Ranges for Winter and Summer Operation

Building Schedules and Set Points

This Section includes the building schedules and set points to be included for the various spaces located within the school. The following schedules and set points were used for baseline energy usage analysis and savings calculations. Any variance from these parameters may necessitate baseline adjustments.

Main Session – Refer to School Calendar for Exact Dates

	Hours		Occupied Setpoints		Unoccupied Setpoints	
Space Type	Occupied	Unoccupied	Heating	Cooling	Heating	Cooling
Office Areas	M-F: 7-4	Wkd./Hol.	70	76	60	85
Classrooms	M-F: 7-4	Wkd./Hol.	70	76	60	85
Cafeteria	M-F: 7-4	Wkd./Hol.	68	76	60	85
Library	M-F: 7-4	Wkd./Hol.	68	74	60	80
Gymnasium/LGI	M-F: 7-4	Wkd./Hol.	68	76	60	85
Hallways	M-F: 7-4	Wkd./Hol.	68		60	
Storage areas	M-F: 7-4	Wkd./Hol.	65		60	

Summer Session – Refer to School Calendar for Exact Dates

	Hours		Occupied Setpoints		Unoccupied Setpoints	
Space Type	Occupied	Unoccupied	Heating	Cooling	Heating	Cooling
Office Areas	M-F: 8-3	Wkd./Hol.		76		85
Classrooms		Weekday/Wkd./Hol.				85
Cafeteria		Weekday/Wkd./Hol.				85
Library		Weekday/Wkd./Hol.				80
Gymnasium/LGI		Weekday/Wkd./Hol.				
Hallways		Wkd./Hol.				
Storage areas		Weekday/Wkd./Hol.				

School Calendar

The school calendar provided on the following page identifies Main Session and Summer Session occupied, weekend and holiday days for the 2017-2018 school year. Each successive performance year shall assume the same number of day types as reflected in this calendar.

Woodland Hills School District 2017-18 Calendar

Approved 1/18/17

July 2017

Sun	Mon	Tue	Wed	Th	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	NTO	NTO	NTO	▣	▣	26
27	□	□	◆	31		

September 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	●	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	◆	30

October 2017

Sun	Mo	Tue	We	Thu	Fri	Sat
1	2	3	4	5	6	7
8	□	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	X	▣	11
12	13	14	15	16	17	18
19	20	21	*	●	●	25
26	●	28	29	30		

December 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	*	●	23
24	●	●	●	●	●	30
31						

January 2018

Sun	Mo	Tue	We	Thu	Fri	Sat
	●	2	3	4	5	6
7	8	9	10	11	12	13
14	●	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	□	17
18	⦿	20	21	22	23	24
25	26	27	28			

March 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	X	▣	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	*	⦿	●	31

April 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	⦿	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	●	29	30	31		

June 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	*	9
10	▣	◆	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Schedule of Events

August 21-23	New Teacher Orientation
August 24, 25	In-Service Days (8:00AM-1:00PM)
August 28	In-Service Day (8:00AM-3:30PM)
August 29	In-Service/Opening Day (8:00AM-3:30PM)
August 30	Clerical Day-Kindergarten Orientation
August 31	First Day for Students
September 4	Labor Day
September 29	Clerical Day
October 9	In-Service Day (8:00AM-3:30PM)
November 9	Parent/Teacher Conference - Act 80 Day
November 10	In-Service Day (8:00AM-1:00PM)
November 22	Early Dismissal for Students
November 23-27	Thanksgiving Holiday
December 21	Early Dismissal for Students
December 22 - January 1	Winter Break
January 15	Martin Luther King, Jr. Holiday
February 16	In-Service Day (8:00AM-3:30PM)
February 19	Presidents' Day (Snow Make Up Day)
March 8	Parent/Teacher Conference - Act 80 Day
March 9	In-Service Day (8:00AM-1:00PM)
March 28	Early Dismissal for Students
March 29, 30, April 2	Spring Break (Snow Make Up Days - March 29, 30)
May 28	Memorial Day
June 8	Last Day for Students (Early Dismissal) Graduation
June 11	Clerical Day (8:00AM-1:00PM)
June 12	Clerical Day
June 26	**Kennywood Picnic**

Open House Schedule

September 26
Academy/Edgewood/Wilkins

September 27
Jr./Sr. High School/Rankin

September 28
Intermediate

Parent/Teacher Conferences
(Act 80 Days)
November 9, March 8
11:30AM-7:00PM
(Students do not report)

February 19, March 29 and April 2, 2018 are designated as snow days.
Additional snow days will be made up at the end of the school year.

Monthly Total of Days

Teacher		Student
5	August	1
20	September	19
21	October	21
19	November	17
15	December	15
21	January	21
20	February	19
21	March	19
20	April	20
22	May	22
8	June	6
192		**180**

*Act 80 Days are counted as student days

Codes

- ● No School
- □ In-service: All Day
- ▣ In-service: 8am -1pm Teachers only
- ◆ Clerical Day
- X Parent/Teacher Conferences (K-12)
- ⦿ Snow Day
- * Early Dismissal for Students
- NTO New Teacher Orientation

Schedule J: Maintenance Responsibilities

Maintenance Responsibilities

RES will provide training for systems and equipment installed as part of the Guaranteed Energy Savings Agreement. RES will either conduct or arrange for this equipment training utilizing RES personnel, equipment vendors and subcontractors to provide the proper level of training for the type of training requested. The District will be asked to provide a list of those individuals that should receive training and to assist RES in notifying these individuals. The District will provide, as needed, any required meeting space.

Each training opportunity will be custom tailored to the District's needs and can be geared toward maintenance training or building user training. The goal is to avoid maintenance or end user frustration in dealing with systems that are foreign to the present facilities infrastructure. Training sessions for various systems will be video recorded for future use by new district employees, and all videos will be provided to the District.

Maintenance, repair, and timely replacement of mechanical systems are integral to achieving equipment performance and obtaining long-term energy savings. The element and responsibilities for equipment maintenance are summarized as follows:

- ***Preventive Maintenance:*** Provide standard equipment and component maintenance to prevent degradation of fundamental building systems performance. Examples include inspection, lubrication, testing, and adjustment. All Preventative maintenance will be performed by Woodland Hills School District.
- ***Planned Replacement:*** Replacement or major rebuild of equipment and components near the end of the economic useful life of the equipment. All planned replacement will be performed by Woodland Hills School District.
- ***Corrective Maintenance:*** Repairs and/or adjustment of equipment and components to correct non-performance discovered during the execution of preventive and/or responsive maintenance. RES will provide corrective maintenance that is a direct result of a warranty issue for equipment installed under this agreement during the warranty period. All corrective maintenance on equipment failure that is not caused by a warranty issue, existing equipment, and maintenance required following the warranty period will be performed by Woodland Hills School District.
- ***Responsive Maintenance:*** On call response to non-performance of systems, equipment, and components. Typically, response is provided within a time frame that is dependent upon priority response levels. Priority response levels are determined by the critical nature of systems, equipment, and components. RES will be responsible for providing responsive maintenance that is a direct result of a warranty issue for equipment installed under this GESA during the warranty period. All responsive maintenance on equipment failures that were not caused by a warranty issue, existing equipment, and maintenance required following the warranty period will be performed by Woodland Hills School District.

Reynolds Energy Services will provide custom-tailored maintenance schedules, checklists and

training necessary for Woodland Hills School District to properly execute all maintenance activities for equipment installed under this Agreement.

Warranty Summary

All equipment installed as part of this Guaranteed Energy Savings Project will be covered by a one-year warranty from the date of EEM completion, equipment startup and beneficial use by the Owner. Where new equipment is added to existing equipment or systems, only the new equipment will carry this one-year warranty. An equipment list will be prepared as part of the Operation and Maintenance (O&M) Manual for each EEM at project closeout which will detail all warranty dates including any manufacturers' warranties which exceed this one-year period. This document will also include any specific service details which might be required to keep these warranties in force. The fields will be completed at close-out to provide a quick reference for the overall warranty information for the project. Additionally, RES will provide manufacturer's warranty certificates for equipment which is warranted beyond the one-year construction warranty period. Final versions of all of these documents will be provided at project closeout both as part of the individual O&M manuals and as an insert to this document for a centralized record of warranty information.

Exhibit I: Performance Bond/Construction

Performance Bond/Construction Bond

"The payment and performance bond provided by the ESCO shall specifically exclude coverage for those portions of the Guaranteed Energy Services Agreement and/or Energy Services Agreement Addendum pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives and any other clauses which do not relate specifically to construction or construction management and supervision of work for purchasing and installing of ESCO Equipment, or for work to be accomplished by the Owner."

RES will bond all construction work including Hard Cost, Contingency, Construction Management/ Project Management, and associated OH&P.

Upon execution of the *Guaranteed Energy Savings Agreement* by the District, the original Payment and Performance Bond will be provided to the Owner for inclusion in this Exhibit.

Exhibit II: Certificate of Acceptance

Certificate of Acceptance

Upon the installation and owner acceptance of equipment, Woodland Hills School District will issue a *Certificate of Acceptance – Installed Equipment* to RES for inclusion in this section.

Exhibit III: Certificates of Insurance

Certificates of Insurance

A *Certificate of Professional Liability Insurance* listing Woodland Hills School District as the certificate holder is attached. A *Certificate of General Liability Insurance* listing Woodland Hills School District as an additional insured is also attached.

AMENDMENT NO. 1
WOODLAND HILLS SCHOOL DISTRICT

THIS AMENDMENT is made and entered into this _____ day of _____, 2017, by and between the **WOODLAND HILLS SCHOOL DISTRICT**, whose principal place of business is located at 531 Jones Avenue, North Braddock, PA 15104 (hereinafter termed "WHSD"), and **REYNOLDS ENERGY SERVICES, INC.**, whose principal place of business is located at 3300 North Third Street, Harrisburg, Pennsylvania 17110 (hereinafter termed "RES"), amends the Guaranteed Energy Savings Agreement, as amended (hereinafter termed "GESA") entered into by the parties on the 15st day of March, 2017.

SCOPE OF SERVICES

The GESA Scope of Services is hereby amended, as follows:

Provide Lighting work at the District Administration Offices with costs and savings as described in the following schedules:

SCHEDULE A: SCOPE OF WORK

- Provide the scope of work described on page 10 of Schedule A of the original GESA under 3.5 Lighting Systems Improvements (ALTERNATE).
- Provide LED lighting modifications to the (11) classrooms initially excluded from the alternate scope of work.
- Provide LED lighting modifications to the multi-purpose room.
- Summary schedule of the lighting scope is attached

SCHEDULE B: PROJECT COSTS AND CASH FLOW ANALYSIS

- Amended to include cost of the work associated with this amendment, attached

SCHEDULE C: ENERGY SAVINGS GUARANTEE

- Amended to include savings associated with this amendment, attached

SCHEDULE D: COMPENSATION TO RES

- Amended to include cost of the work associated with this amendment, attached

SCHEDULE E: BASELINE ENERGY CONSUMPTION – No change

SCHEDULE F: SAVINGS MEASUREMENT & VERIFICATION – No change

SCHEDULE G: CONSTRUCTION AND INSTALLATION SCHEDULE – No change

SCHEDULE H: SYSTEM START-UP AND COMMISSIONING – No change

SCHEDULE I: STANDARDS OF COMFORT – No change

SCHEDULE J: MAINTENANCE RESPONSIBILITIES – No change

CONTRACT SUM / AMENDMENT COST

The Contract Sum prior to the execution of this Amendment No. 1 is **$2,639,779.00**

The total cost of this Amendment No. 1 is an **add** of **$114,531.00**

Upon execution of this Amendment No. 1, the revised Contract Sum shall be **$ $2,754,310.00**

OTHER TERMS & CONDITIONS

Other buildings eligible for Guaranteed Energy Savings Work under the Base Agreement may be added, by amendment, only at the sole discretion of WHSD. Nothing in the Base Agreement or Amendment 1 shall obligate the WHSD to undertake GESA projects in the other eligible buildings.

The Scope of Services in this amendment is in addition to the Scopes of Services procured through the Base Guaranteed Energy Savings Agreement.

Performance and Payment Bonds will be increased appropriately for the value of this amendment.

All other terms and conditions included in the GESA, executed on March 15, 2017, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

WOODLAND HILLS SCHOOL DISTRICT	**REYNOLDS ENERGY SERVICES, INC.**
_____	_____
(Signature)	(Signature)
_____	Richard A. Evans, President
(Name/Title)	(Name/Title)

SCHEDULE A - AMENDMENT 1

ID #	Location				Existing Fixture			Proposed Fixture				
	Floor	Room # / Area	Room Name	Usage Group	Fixture	Quantity	Input Wattage	ECM	Quantity	Input Wattage	Occ Sensor Type	Occ Sensor Qty
ALTERNATE 1: DISTRICT OFFICE BUILDING												
1	1	Admin Office	Open Office	Offices	2X4 Prism Rec 3L DS TW	6	115	RT, 4' 13W LED 3L TW	6	39	-	0
2	1	Admin Office	Private Office - Secretary	Offices	2X4 Prism Rec 3L DS TW	4	115	RT, 4' 13W LED 3L TW	4	39	-	0
3	1	Admin Office	Private Office - Fialkovich	Offices	2X4 Prism Rec 2L	4	72	RT, 4' 13W LED 2L	4	26	-	0
4	1	Admin Office	Hallway	Hallway (Admin.)	2x2 Prism Rec 2L U6	2	72	RT, 2' 8W LED 2L, 2x2 Refl Kit	2	16	-	0
5	1	Admin Office	Mail Room	Administration	2X4 Prism Rec 2L	2	72	RT, 4' 13W LED 2L	2	26	-	0
6	1	Admin Office	Copy Room	Administration	2X4 Prism Rec 2L	2	72	RT, 4' 13W LED 2L	2	26	-	0
7	1	Nurse Station	Waiting Room	Administration	2X4 Prism Rec 2L	2	72	RT, 4' 13W LED 2L	2	26	-	0
8	1	Nurse Station	Private Office	Offices	2X4 Prism Rec 2L	6	72	RT, 4' 13W LED 2L	6	26	-	0
9	1	Nurse Station	Toilet	Restroom (Private)	2x2 Prism Rec 2L U6	1	72	RT, 2' 8W LED 2L, 2x2 Refl Kit	1	16	-	0
10	1		Men's Toilet	Restroom (Private)	2x2 Prism Rec 2L U6	1	72	RT, 2' 8W LED 2L, 2x2 Refl Kit	1	16	-	0
11	1		Women's Toilet	Restroom (Private)	2x2 Prism Rec 2L U6	1	72	RT, 2' 8W LED 2L, 2x2 Refl Kit	1	16	-	0
12	1		FRR Entry	Hallway (Admin.)	2x2 Prism Rec 2L U6	1	72	RT, 2' 8W LED 2L, 2x2 Refl Kit	1	16	-	0
13	1		FRR Room	Administration	2X4 Prism Rec 3L DS TW	6	115	RT, 4' 13W LED 3L TW	6	39	-	0
14	1		Vestibule	Hallway (Admin.)	2X4 Prism Rec 2L	1	72	RT, 4' 13W LED 2L	1	26	-	0
15	1		Faculty Lounge	Administration	2X4 Prism Rec 3L DS TW	6	115	RT, 4' 13W LED 3L TW	6	39	CM	1
19	1		Back Storage	Storage Room	2X4 Prism Rec 3L DS TW	11	115	RT, 4' 13W LED 3L TW	11	39	-	0
20	1		Entry	Hallway (Admin.)	2X4 Prism Rec 2L	1	72	RT, 4' 13W LED 2L	1	26	-	0
21	1	Music Room	Entry	Hallway (Admin.)	2X4 Prism Rec 2L	1	72	RT, 4' 13W LED 2L	1	26	-	0
22	1	Music Room	Open Office 1	Offices	2X4 Par Rec 3L DS TW	8	115	RT, 4' 13W LED 3L TW	8	39	-	0
23	1	Music Room	Open Office 2	Offices	2X4 Par Rec 3L DS TW	16	115	RT, 4' 13W LED 3L TW	16	39	-	0
24	1		Storage Room	Storage Room	2X4 Prism Rec 2L	4	72	RT, 4' 13W LED 2L	4	26	-	0
25	1		Boy's Restroom	Restroom (Admin.)	2X4 Prism Rec 2L	3	72	RT, 4' 13W LED 2L	3	26	WCM	1
26	1		Boy's Restroom	Restroom (Admin.)	2X4 Prism Rec 4L	1	144	RT, 4' 13W LED 2L, 2x4 Refl Kit	1	26	WCM	0
27	1		Boy's Restroom	Restroom (Admin.)	1x4 Prism Rec 2L	1	72	RT, 4' 13W LED 2L	1	26	WCM	0
28	1		Girl's Restroom	Restroom (Admin.)	2X4 Prism Rec 2L	3	72	RT, 4' 13W LED 2L	3	26	WCM	1
29	1		Girl's Restroom	Restroom (Admin.)	2X4 Prism Rec 4L	1	144	RT, 4' 13W LED 2L, 2x4 Refl Kit	1	26	WCM	0
30	1		Girl's Restroom	Restroom (Admin.)	1x4 Prism Rec 2L	1	72	RT, 4' 13W LED 2L	1	26	WCM	0
42	1		Classroom - 23	Offices	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
43	1		Open Office - ART	Offices	2X4 Par Rec 3L DS TW	14	115	RT, 4' 13W LED 3L TW	14	39	-	0
44	1		Open Office - ART Storage	Storage Room	2X4 Prism Rec 2L	1	72	RT, 4' 13W LED 2L	1	26	-	0
45	1		Seminar Room	Administration	2X4 Par Rec 3L DS TW	9	115	RT, 4' 13W LED 3L TW	9	39	-	0
46	1		Girl's Restroom	Restroom (Admin.)	2X4 Prism Rec 2L	3	72	RT, 4' 13W LED 2L	3	26	WS	1
47	1		Storage Room	Storage Room	2X4 Par Rec 3L DS TW	6	115	RT, 4' 13W LED 3L TW	6	39	-	0
48	1		Boy's Restroom	Restroom (Admin.)	2X4 Prism Rec 2L	3	72	RT, 4' 13W LED 2L	3	26	WS	1
49	1		Custodian/Mechanical	Administration	4' Industrial BP 2L	9	72	RT, 4' 13W LED 2L	9	26	-	0
50	1		Custodian Office	Offices	4' Industrial BP 2L	2	72	RT, 4' 13W LED 2L	2	26	-	0
51	1		Open Office - 25	Offices	2X4 Par Rec 3L DS TW	8	115	RT, 4' 13W LED 3L TW	8	39	-	0
52	1		Private Office - 25	Offices	2X4 Par Rec 3L DS TW	4	115	RT, 4' 13W LED 3L TW	4	39	-	0
53	1		Open Office - 27	Offices	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
54	1		Open Office - 29	Offices	2X4 Par Rec 3L DS TW	8	115	RT, 4' 13W LED 3L TW	8	39	-	0
55	1		Private Office - 29	Offices	2X4 Par Rec 3L DS TW	4	115	RT, 4' 13W LED 3L TW	4	39	-	0
56	1		Open Office - 31	Offices	2X4 Par Rec 3L DS TW	8	115	RT, 4' 13W LED 3L TW	8	39	-	0
57	1		Private Office - 31	Offices	2X4 Par Rec 3L DS TW	4	115	RT, 4' 13W LED 3L TW	4	39	-	0
58	1		Open Office - 33	Offices	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
59	1		Private Office -33	Offices	2X4 Par Rec 3L DS TW	4	115	RT, 4' 13W LED 3L TW	4	39	-	0
60	1		Toilet 1 - 33	Restroom (Private)	2X4 Prism Rec 2L	1	72	RT, 4' 13W LED 2L	1	26	-	0
61	1		Toilet 2 - 33	Restroom (Private)	2X4 Prism Rec 2L	1	72	RT, 4' 13W LED 2L	1	26	-	0
62	1		File Room	Administration	4' Wrap BP 2L	2	72	RT, 4' 13W LED 2L	2	26	-	0
63	1		Open Office - 34	Offices	2X4 Par Rec 3L DS TW	10	115	RT, 4' 13W LED 3L TW	10	39	-	0
64	1		Private Office - 34	Offices	2X4 Par Rec 3L DS TW	2	115	RT, 4' 13W LED 3L TW	2	39	-	0
65	1		Open Office - 32	Offices	2X4 Par Rec 3L DS TW	4	115	RT, 4' 13W LED 3L TW	4	39	-	0
66	1		Private Office 1 - 32	Offices	2X4 Par Rec 3L DS TW	4	115	RT, 4' 13W LED 3L TW	4	39	-	0
67	1		Private Office 2 - 32	Offices	2X4 Par Rec 3L DS TW	4	115	RT, 4' 13W LED 3L TW	4	39	-	0
68	1		Private Office	Offices	2X4 Par Rec 3L DS TW	6	115	RT, 4' 13W LED 3L TW	6	39	-	0
69	1		Open Office - 30	Offices	2X4 Par Rec 3L DS TW	8	115	RT, 4' 13W LED 3L TW	8	39	-	0
70	1		Private Office 1 - 30	Offices	2X4 Par Rec 3L DS TW	4	115	RT, 4' 13W LED 3L TW	4	39	-	0

SCHEDULE A - AMENDMENT 1

ID #	Location				Existing Fixture			Proposed Fixture				
	Floor	Room # / Area	Room Name	Usage Group	Fixture	Quantity	Input Wattage	ECM	Quantity	Input Wattage	Occ Sensor Type	Occ Sensor Qty
71	1		Private Office 2 - 30	Offices	2X4 Par Rec 3L DS TW	4	115	RT, 4' 13W LED 3L TW	4	39	-	0
72	1		Open Office - 28	Offices	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
73	1		Toilet	Restroom (Private)	2X4 Prism Rec 2L	1	72	RT, 4' 13W LED 2L	1	26	-	0
74	1		Storage Room	Storage Room	2X4 Prism Rec 2L	2	72	RT, 4' 13W LED 2L	2	26	-	0
75	1		Open Office - 26	Offices	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
76	1		Vestibule	Hallway (Admin.)	2X4 Prism Rec 2L	2	72	RT, 4' 13W LED 2L	2	26	-	0
77	1		Storage Room - 24	Storage Room	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
78	1		Conference Room - 22	Administration	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
79	1		Library	Administration	2X4 Par Rec 3L DS TW	17	115	RT, 4' 13W LED 3L TW	17	39	-	0
80	1		Library	Administration	1x4 Prism Sur 1L	15	43	RT, 4' 13W LED 1L	15	13	-	0
81	1		Server/Storage	Administration	2X4 Prism Rec 3L DS TW	6	115	RT, 4' 13W LED 3L TW	6	39	-	0
82	1		Main Hallway	Hallway (Admin.)	2X4 Prism Rec 2L	55	72	RT, 4' 13W LED 2L	55	26	-	0
83	1		Main Hallway	Hallway (Admin.)	2x2 Prism Rec 2L U6	2	72	RT, 2' 8W LED 2L, 2x2 Refl Kit	2	16	-	0
84	1		Main Hallway	Hallway (Admin.)	4x4 Prism Rec 6L	10	216	RT, 4' 13W LED 4L, 4x4 Refl Kit	10	52	-	0
85	Exterior		Canopy	Exterior - Dusk to Dawn	12" Rec Sq. HPS 100W	5	138	LED 19W A21 Retrofit	5	19	-	0
86	Exterior		Walkway	Exterior - Dusk to Dawn	Shoebox HPS 100W	2	138	Area LED 8700L PC	2	68	-	0
87	Exterior		Building-mounted	Exterior - Dusk to Dawn	Wall Pack HPS 70W	18	95	Wall Pack LED FT 2000L PC	18	20	-	0
88	Exterior		Parking Lot	Exterior - Dusk to Dawn	Shoebox HPS 250W	3	295	Area LED 11000L PC	3	91	-	0
89	Exterior		Building-mounted	Exterior - Dusk to Dawn	Flood LED 54W	4	54	No Action	4	54	-	0
90	Exterior		Main Entrance	Exterior - Dusk to Dawn	6" Rec Can Inc 150W A	4	150	LED 12W BR30 Replacement	4	12	-	0
ALTERNATE 1a: DISTRICT OFFICE BUILDING REAR CLASSROOM WING												
31	1		Classroom - 11	Classroom / Instruction	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
32	1		Classroom - 12	Classroom / Instruction	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
33	1		Classroom - 13	Classroom / Instruction	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
34	1		Classroom - 14	Classroom / Instruction	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
35	1		Classroom - 15	Classroom / Instruction	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
36	1		Classroom - 16	Classroom / Instruction	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
37	1		Classroom - 17	Classroom / Instruction	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
38	1		Classroom - 18	Classroom / Instruction	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
39	1		Classroom - 19	Classroom / Instruction	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
40	1		Classroom - 20	Classroom / Instruction	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
41	1		Classroom - 21	Classroom / Instruction	2X4 Par Rec 3L DS TW	12	115	RT, 4' 13W LED 3L TW	12	39	-	0
ALTERNATE 2: DISTRICT OFFICE BUILDING GYMNASIUM												
16	1	Gymnasium	Court	Low Hours	Low Bay MH 250W	12	295	High Bay LED 12kL	12	79	-	0
17	1	Gymnasium	Court	Low Hours	Low Bay MH 250W	4	295	High Bay LED 12kL	4	79	-	0
18	1	Gymnasium	Entry	Exit Signs/Night Lights	Exit Sign Inc	4	30	Exit Sign LED BB	4	3	-	0

Schedule B: Costs and Cash Flow

Woodland Hills School District

Energy Project Financial Overview

EEM #	EEM Name	EEM Construction Cost	Annual Resource Savings	Annual Operational Savings (1)	Potential Act 129 Incentive
Edgewood Primary School					
1	Boiler System Improvements	$ 419,972	$ 8,183	$ 1,000	$ 700
2	HVAC Improvements	$ 216,304	$ -	$ -	$ -
3	Control System Improvements	$ 184,342	$ 3,890	$ -	$ -
4	Lighting Improvements	$ 323,038	$ 22,355	$ 3,000	$ 16,000
5	Electrical System Improvements	$ 202,181	$ -	$ -	$ -
	Building Totals	**$ 1,345,839**	**$ 34,427**	**$ 4,000**	**$ 16,700**
Wilkins Primary School					
3	Control System Improvements	$ 120,417	$ 1,517	$ -	$ -
4	Lighting Improvements	$ 286,006	$ 15,856	$ 2,600	$ 11,000
6	DOAS/Dehumidification System	$ 645,940	$ -	$ -	$ -
	Building Totals	**$ 1,052,363**	**$ 17,373**	**$ 2,600**	**$ 11,000**
District Office (Fairless)					
1	Boiler System Improvements	$ 185,085	$ 2,087	$ 500	$ 110
2	HVAC Improvements	$ 26,759	$ -	$ -	$ -
3	Control System Improvements	$ 29,733	$ -	$ -	$ -
	Building Totals	**$ 241,577**	**$ 2,087**	**$ 500**	**$ 110**
	PROJECT TOTALS	**$ 2,639,779**	**$ 53,887**	**$ 7,100**	**$ 27,810**
AMENDMENT 1 SCOPE					
A1	Lighting Improvements - DAO	$ 82,310	$ 7,100	$ 900	$ 6,368
A1a	Lighting - DAO rear classrooms	$ 21,600	$ 1,845	$ 150	$ 252
A2	Lighting - DAO Multipurpose Room	$ 10,621	$ 455	$ 100	$ 80
	Alternates Totals	**$ 114,531**	**$ 9,400**	**$ 1,150**	**$ 6,700**
	PROJECT TOTALS (w/ Amendment 1)	**$ 2,754,310**	**$ 63,287**	**$ 8,250**	**$ 34,510**

Schedule B: Costs and Cash Flow

SCHEDULE B
Cash Flow Analysis

WOODLAND HILLS SCHOOL DISTRICT
Guaranteed Energy Savings Contract

Financed Project Cost (1):	**$ 2,754,310**
Finance Term (months):	240
Annualized Interest Rate:	3.250%
Est. Avoided Capital Costs (2):	**$ 1,867,732**
Estimated DLC Rebates (3):	**$ 34,510**

Escalation Rates by Utility & Fuel	
Electric:	3.0%
Natural Gas:	3.0%
Fuel Oil:	3.0%
Water:	3.0%
Other:	3.0%
Operational:	3.0%
Escalation Rates for Annual Fees:	2.0%

Year	Electric Cost Savings	Natural Gas Cost Savings	Water Cost Savings	Operational Cost Savings	Total Cost Savings	Guaranteed Savings	Avoided Capital Savings	Annual M&V Fees	Financing Payment	Net Savings	Cumulative Savings
1	$ 50,312	$ 12,976	$ -	$ 8,250	$ 71,537	$ 65,209	$ 127,124		$ (187,468)	$ 4,865	$ 4,865
2	$ 51,821	$ 13,365	$ -	$ 8,498	$ 73,684	$ 67,165	$ 127,124	$ (5,222)	$ (187,468)	$ 1,599	$ 6,464
3	$ 53,376	$ 13,766	$ -	$ 8,752	$ 75,894	$ 69,180	$ 127,124	$ (5,327)	$ (187,468)	$ 3,510	$ 9,974
4	$ 54,977	$ 14,179	$ -	$ 9,015	$ 78,171	$ 71,255	$ 127,124	$ (5,433)	$ (187,468)	$ 5,478	$ 15,452
5	$ 56,626	$ 14,604	$ -	$ 9,285	$ 80,516	$ 73,393	$ 127,124	$ (5,542)	$ (187,468)	$ 7,507	$ 22,960
6	$ 58,325	$ 15,042	$ -	$ 4,399	$ 77,767	$ 70,430	$ 127,124	$ (5,653)	$ (187,468)	$ 4,434	$ 27,394
7	$ 60,075	$ 15,494	$ -	$ 4,531	$ 80,100	$ 72,543	$ 127,124	$ (5,766)	$ (187,468)	$ 6,434	$ 33,827
8	$ 61,877	$ 15,958	$ -	$ 4,667	$ 82,503	$ 74,719	$ 127,124	$ (5,881)	$ (187,468)	$ 8,495	$ 42,322
9	$ 63,733	$ 16,437	$ -	$ 4,807	$ 84,978	$ 76,961	$ 127,124	$ (5,999)	$ (187,468)	$ 10,619	$ 52,941
10	$ 65,645	$ 16,930	$ -	$ 4,952	$ 87,527	$ 79,270	$ 127,124	$ (6,119)	$ (187,468)	$ 12,808	$ 65,748
11	$ 67,615	$ 17,438	$ -	$ -	$ 85,053	$ 76,548	$ 127,124	$ -	$ (187,468)	$ 16,204	$ 81,952
12	$ 69,643	$ 17,961	$ -	$ -	$ 87,605	$ 78,844	$ 127,124	$ -	$ (187,468)	$ 18,501	$ 100,453
13	$ 71,733	$ 18,500	$ -	$ -	$ 90,233	$ 81,209	$ 127,124	$ -	$ (187,468)	$ 20,866	$ 121,319
14	$ 73,885	$ 19,055	$ -	$ -	$ 92,940	$ 83,646	$ 127,124	$ -	$ (187,468)	$ 23,302	$ 144,621
15	$ 76,101	$ 19,627	$ -	$ -	$ 95,728	$ 86,155	$ 127,124	$ -	$ (187,468)	$ 25,812	$ 170,433
16	$ 78,384	$ 20,216	$ -	$ -	$ 98,600	$ 88,740	$ 127,124	$ -	$ (187,468)	$ 28,396	$ 198,829
17	$ 80,736	$ 20,822	$ -	$ -	$ 101,558	$ 91,402	$ 127,124	$ -	$ (187,468)	$ 31,058	$ 229,887
18	$ 83,158	$ 21,447	$ -	$ -	$ 104,604	$ 94,144	$ 127,124	$ -	$ (187,468)	$ 33,800	$ 263,688
19	$ 85,652	$ 22,090	$ -	$ -	$ 107,743	$ 96,968	$ 127,124	$ -	$ (187,468)	$ 36,625	$ 300,312
20	$ 88,222	$ 22,753	$ -	$ -	$ 110,975	$ 99,877	$ 127,124	$ -	$ (187,468)	$ 39,534	$ 339,846
TOTAL	**$ 1,351,896**	**$ 348,661**	**$ -**	**$ 67,158**	**$ 1,767,714**	**$ 1,597,659**	**$ 2,542,488**	**$ (50,941)**	**$ (3,749,359)**	**$ 339,846**	

NOTES:
1. Financed Project Cost reflects the guaranteed fixed price of the scope executed under the Guaranteed Energy Savings Agreement, including the first year of measurement and verification of savings.
2. Avoided Capital Savings includes the ammortized annual cost of capital equipment replacement or repairs that would be realized by the Owner within the lifetime of the Energy Project, but will instead be completed and financed through the Energy Project.. Savings include the total costs for all design, bidding, bonding, permitting, equipment and installation labor required to complete the work.
3. Estimated payment from Duquesne Light Act 129 rebate programs based on information published by Duquesne Light and applied to this project. Rebates are not included in the cash flow.

Schedule C: Guaranteed Energy Savings

Reynolds Energy Services (RES) guarantees that the Customer will achieve savings in Year 1 as listed in the following table. Escalation rates will be applied to future year savings according to the Cash Flow Analysis included in Schedule B.

TABLE: Guaranteed Annual Energy Savings by Measure and Resource

EEM		ELECTRIC				FUELS			TOTAL	
				Calculated	Guaranteed		Calculated	Guaranteed	Calculated	Guaranteed
		kWh	kW	$	$	dtherms	$	$	$	$
1	Boiler System Improvements	16,599	22	$ 1,292	$ 1,163	1,419	$ 8,978	$ 8,080	$ 10,270	**$ 9,243**
2	HVAC Improvements	-	-	$ -	$ -	-	$ -	$ -	$ -	**$ -**
3	Control System Improvements	20,183	-	$ 1,409	$ 1,268	584	$ 3,998	$ 3,598	$ 5,407	**$ 4,866**
4	Lighting Improvements	405,197	1,656	$ 38,211	$ 34,390	-	$ -	$ -	$ 38,211	**$ 34,390**
5	Electrical System Improvements	-	-	$ -	$ -	-	$ -	$ -	$ -	**$ -**
6	DOAS/Dehumidification System	-	-	$ -	$ -	-	$ -	$ -	$ -	**$ -**
A1	*Alternate 1 - DAO Lighting*	*96,345*	*374*	*$ 9,400*	*$ 8,460*	-	*$ -*	*$ -*	*$ 9,400*	***$ 8,460***
	TOTAL	**538,323**	**2,053**	**$ 50,312**	**$ 45,281**	**2,002**	**$ 12,976**	**$ 11,678**	**$ 63,287**	**$ 56,959**

The guaranteed savings shall be calculated as shown in Schedule F for the term of the Agreement. RES will pay the Customer the difference between the annual amount guaranteed and the amount of actual energy savings achieved in accordance with the provisions provided within the GESA as mutually agreed upon by RES and Customer. Payments for any savings shortfall will be paid to the Customer by RES in accordance with Section 4.2 of the GESA. Stipulated savings are savings that have been calculated and agreed upon by RES and Customer. Operational, maintenance and avoided capital savings are stipulated, and as such will not be tracked or measured. Rebates from utilities or any other source are not guaranteed by RES.

TABLE: Projected Operational & Maintenance Cost Savings (Year 1)

EEM	NATURE OF COSTS AVOIDED OR SAVINGS GENERATED	ANNUAL SAVINGS
		$
1 Boiler System Improvements	Net maintenance impact of adding new equipment, replacing old equipment	$ 1,500
4 Lighting Improvements	Equipment not replaced during warranty period; extended lamp life	$ 5,600
A1 Alternate 1 - DAO Lighting	*Equipment not replaced during warranty period; extended lamp life*	*$ 1,150*
TOTAL		**$ 8,250**

Operational and maintenance (O&M) savings primarily include the maintenance costs avoided due to old or problematic equipment being replaced with new equipment or if equipment is altogether removed. Savings also include reduction in maintenance expense for materials during the new equipment warranty period.

TABLE: Avoided Capital Scope and Savings Breakdown

Scope Item	Total Cost (1)
Replace boilers	$ 448,185
HW circulation pumps/starters	$ 96,814
Install DOAS units	$ 645,914
Terminal A/C units	$ 30,904
Replace electrical panels/new circuits	$ 202,123
Control valves/MZU freeze pumps/fans	$ 84,950
Update DDC system	$ 224,971
Replace light fixtures	$ 133,870
TOTAL:	**$ 1,867,732**

NOTES: (1) Includes all Bidding, Permitting, Bonding, Equipment, and Installation Labor costs required to complete individual projects.

	$ 10,594
	$ 127,124
Annualized Interest Rate:	3.25%
Finance Term (months):	240

Utility Rates

Guaranteed dollar amounts are calculated based on the base utility rates listed below, and escalated at the rates listed in Schedule B. If actual electric or gas rates are lower than those listed in this Schedule and escalated as described above, RES reserves the right to use the base utility rates for the guarantee period. If actual rates are higher than those listed in this Schedule and escalated as described above, RES reserves the right to use the actual rates for the guarantee period.

Rate tariffs/avoided utility costs utilized in calculation of guaranteed energy savings:
The rates shown in the table below were derived from bills provided through September 2016.

Electric – Duquesne Light Charges:

Description	Unit	Cost/Unit
Customer Charge	Monthly	$54.00
Distribution	kW	$5.99
Total Generation Charge w/ tax	kWh	$0.072

*Generation charge was derived from October 2016 bills and is included from Direct Energy

Natural Gas Charges:

Description	Unit	Cost/Unit
Customer Charge	Monthly	$77.00
Distribution	Dekatherm	$2.52
Commodity Charge (converted)*	Dekatherm	$4.00

*Commodity Charge was derived from the most recent year average.

Utility accounts that will be tracked for the guaranteed energy savings:

Customer Name:	Customer Address:	Utility:	Account #:	Provider/Rate:
Edgewood Primary	241 Maple Ave. Pittsburgh, PA 15218	Electricity	6212070000	Duquesne Light - GM-Med. Commercial
Wilson Primary	362 Churchhill Rd Pittsburgh, PA 15235	Electricity	9261830000	Duquesne Light - GM-Med. Commercial
District Office (Fairless)	531 Jones Ave. North Braddock, PA 15104	Electricity	7480300000	Duquesne Light - GM-Med. Commercial

Customer Name:	Customer Address:	Utility:	Account #:	Provider/Rate:
District Office (Fairless)	531 Jones Ave.	Natural Gas (MCF)	200006421081	Peoples Natural Gas
Wilson Primary	362 Churchhill Rd Pittsburgh, PA 15235	Natural Gas (MCF)	200004384497	Peoples Natural Gas
Edgewood Primary	241 Maple Ave. Pittsburgh, PA 15218	Natural Gas (MCF)	200004384745	Peoples Natural Gas

Customer Name:	Customer Address:	Utility:	Account #:	Provider/Rate:
Wilson Primary	362 Churchhill Rd Pittsburgh, PA 15235	Natural Gas (MMBTU)	434030	HESS/Direct Energy
Edgewood Primary	241 Maple Ave. Pittsburgh, PA 15218	Natural Gas (MMBTU)	434027	HESS/Direct Energy
District Office (Fairless)	531 Jones Ave.	Natural Gas (MCF)	70010128	Equitable Energy/UGI
Edgewood Primary	241 Maple Ave. Pittsburgh, PA 15218	Natural Gas (MCF)	70010128	Equitable Energy/UGI
District Office (Fairless)	531 Jones Ave.	Natural Gas (MCF)	0900902000026	Peoples Equitable Gas
Edgewood Primary	241 Maple Ave. Pittsburgh, PA 15218	Natural Gas (MCF)	0900902000018	Peoples Equitable Gas

Utility accounts shown to be tracked will need to be validated during the installation period. There may be redundancy in accounts shown.

Guaranteed Savings Reconciliation

The guarantee term will commence on the Commencement Date as defined in Section 3.1 and be referred to as the "savings guarantee commencement date".

RES will monitor monthly utility usage for the guarantee period, within sixty (60) days of receiving pertinent utility bills. RES will provide Annual Savings Reports to the Customer, which shall include the initial calculation of the total dollar savings, the measurement and verification calculations and any other reasonable information requested by the Customer. Upon the submittal of the annual savings report, reconciliation (if necessary) will be in accordance with Section 4.2 of the GESA.

The Customer agrees to

1. Provide or cause its utility suppliers to provide periodic utility usage and cost in a timely manner. Preferably within two (2) weeks of the "Read Date" shown on the bill. RES will initiate data requests.
2. Execute all Customer responsibilities as set forth in the Agreement.
3. Provide RES full access to all pertinent facilities and information required for RES to perform its responsibilities. Access shall include but not be limited to the following:
    a. All areas of all buildings included in the project
    b. All utility meters included in the guarantee
    c. All personnel responsible for operating and maintaining facilities
    d. Remote access to building automation systems via credentials assigned to RES. Full access is required for commissioning and troubleshooting purposes. Access may be changed to read-only for monitoring at the conclusion of the commissioning process at the discretion of the Customer.
    e. Actual monthly invoices for utilities
    f. Inventories of material changes made within the facility as defined in Section 15 of the GESA.

Schedule D: Compensation to RES

Schedule of Values and Draw Schedule

EEM#	EEM Description	EEM Value	Apr-17		May-17		Jun-17	
			%	Draw $	%	Draw $	%	Draw $
	Mobilization	$ 263,978	80%	$ 211,182	20%	$ 52,796		$ -
1	Boiler System Improvements	$ 514,299		$ -	20%	$ 102,860	20%	$ 102,860
2	HVAC Improvements	$ 206,604		$ -	25%	$ 51,651	35%	$ 72,311
3	Control System Improvements	$ 284,318		$ -	15%	$ 42,648	25%	$ 71,079
4	Lighting Improvements	$ 517,688		$ -	25%	$ 129,422	35%	$ 181,191
5	Electrical System Improvements	$ 171,854		$ -	20%	$ 34,371	25%	$ 42,964
6	DOAS/Dehumidification System	$ 549,049		$ -	20%	$ 109,810	20%	$ 109,810
A1	*Amendment 1 - DAO Lighting*	*$ 114,531*		*$ -*		*$ -*		*$ -*
	Close Out	$ 131,989		$ -		$ -		$ -
	Total	**$ 2,754,310**	**8%**	**$ 211,182**	**19%**	**$ 523,557**	**21%**	**$ 580,215**

EEM#	Jul-17		Aug-17		Sep-17		Oct-17	
	%	Draw $	%	Draw $	%	Draw $	%	Draw $
		$ -		$ -		$ -		$ -
1	25%	$ 128,575	20%	$ 102,860	15%	$ 77,145		$ -
2	30%	$ 61,981	10%	$ 20,660		$ -		$ -
3	30%	$ 85,295	20%	$ 56,864	10%	$ 28,432		$ -
4	25%	$ 129,422	15%	$ 77,653		$ -		$ -
5	25%	$ 42,964	20%	$ 34,371	10%	$ 17,185		$ -
6	30%	$ 164,715	20%	$ 109,810	10%	$ 54,905		$ -
A1		*$ -*	*50%*	*$ 57,266*	*50%*	*$ 57,266*		*$ -*
		$ -		$ -	20%	$ 26,398	80%	$ 105,591
	22%	**$ 612,952**	**17%**	**$ 459,483**	**9%**	**$ 261,330**	**4%**	**$ 105,591**

Actual billing shall be for work put in place in a given month as accepted by the Customer. Invoices are issued on the 1st of following month, with payment due 30 days following the invoice date.

Schedule of Measurement and Verification (M&V) fees

Annual M&V fees will be invoiced at the beginning of each performance year following delivery of the previous year's annual savings report. Annual fees are escalated at a rate of 2.0% per year.

Performance year	Annual fee
2018	included
2019	$4,452
2020	$4,541
2021	$4,632
2022	$4,725
2023	$4,819
2024	$4,915
2025	$5,014
2026	$5,114
2027	$5,216

AMENDMENT NO. 2
WOODLAND HILLS SCHOOL DISTRICT

THIS AMENDMENT is made and entered into this 18th day of July, 2018, by and between the **WOODLAND HILLS SCHOOL DISTRICT**, whose principal place of business is located at 531 Jones Avenue, North Braddock, PA 15104 (hereinafter termed "WHSD"), and **REYNOLDS ENERGY SERVICES, INC.**, whose principal place of business is located at 3300 North Third Street, Harrisburg, Pennsylvania 17110 (hereinafter termed "RES"), amends the Guaranteed Energy Savings Agreement, as amended (hereinafter termed "GESA") entered into by the parties on the 15th day of March, 2017.

SCOPE OF SERVICES

The GESA Scope of Services is hereby amended, as follows:

Provide HVAC system construction at Dickson Intermediate School, located at 7301 Schoyer Ave, Pittsburgh, PA 15218, with costs and savings as described in the following schedules:

SCHEDULE A: SCOPE OF WORK
SCHEDULE B: PROJECT COSTS AND CASH FLOW ANALYSIS
SCHEDULE C: ENERGY SAVINGS GUARANTEE
SCHEDULE D: COMPENSATION TO RES
SCHEDULE E: BASELINE ENERGY CONSUMPTION
SCHEDULE F: SAVINGS MEASUREMENT & VERIFICATION
SCHEDULE G: CONSTRUCTION AND INSTALLATION SCHEDULE
SCHEDULE H: SYSTEM START-UP AND COMMISSIONING
SCHEDULE I: STANDARDS OF COMFORT
SCHEDULE J: MAINTENANCE RESPONSIBILITIES

EXHIBIT I: PERFORMANCE & PAYMENT CONSTRUCTION BONDS
Payment and performance bonds will be updated to reflect the construction cost of this amendment

EXHIBIT II: CERTIFICATE OF ACCEPTANCE – INSTALLED EQUIPMENT
To be updated to include the work of this amendment

EXHIBIT III: CERTIFICATE OF INSURANCE
An updated certificate of insurance will be provided

CONTRACT SUM / AMENDMENT COST

The Contract Sum prior to the execution of this Amendment No. 2 is **$2,754,310.00.**

The total cost of this Amendment No. 2 is an **add** of **$4,241,302.00**

Upon execution of this Amendment No. 2, the revised Contract Sum shall be **$ 6,995,612.00.**

AMENDMENT NO. 2
WOODLAND HILLS SCHOOL DISTRICT

OTHER TERMS & CONDITIONS

Other buildings eligible for Guaranteed Energy Savings Work under the Base Agreement may be added, by amendment, only at the sole discretion of WHSD. Nothing in the Base Agreement or Amendment 2 shall obligate the WHSD to undertake GESA projects in the other eligible buildings.

The Scope of Services in this amendment is in addition to the Scopes of Services procured through the Base Guaranteed Energy Savings Agreement.

Performance and Payment Bonds will be increased appropriately for the value of this amendment.

All other terms and conditions included in the GESA, executed on March 15, 2017, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

WOODLAND HILLS SCHOOL DISTRICT

(Signature)

Jamie Glasser, Board President
(Name/Title)

REYNOLDS ENERGY SERVICES, INC.

(Signature)

Richard A. Evans, President
(Name/Title)

SCOPE OF WORK

1.0 MECHANICAL SYSTEMS

1. To the extents shown on drawings, remove existing ducting, grilles, registers, diffusers, VAV terminal units, and associated controls, supports and hangers.
2. Remove existing radiant heating panels, associated piping, controls and devices.
3. Remove existing hot water supply and return piping to the extents shown on drawings. Existing piping to remain shall be cleared of residual debris.
4. Remove existing unit heaters and associated piping, supports and controls.
5. Remove existing kitchen hood, grease ducting, and associated supports and controls.
6. Remove existing exhaust fans, ducting and associated supports and controls.
7. Remove existing air handling units, ducting, piping, starters, controls and louvers.
8. Provide indoor and outdoor air handling units, curbs, starters/VFDs, associated supply, return, relief and outdoor air ducting, VAV terminals, grilles, registers and diffusers, hot water, chilled water and condensate piping, traps, valves, strainers, and vents.
9. Provide electric and hydronic unit heaters and supports.
10. Provide exhaust fans, curbs, ducting, grilles, registers, dampers and starters.
11. Provide split system air conditioning units, split system heat pumps, including indoor and outdoor units, refrigerant piping, refrigerant charge, condensate piping, condensate pumps and equipment supports.
12. Provide VRV/VRF heating and cooling system complete with indoor and outdoor units, refrigerant piping, refrigerant charge, branch circuit selectors, condensate piping, condensate pumps, and equipment supports.
13. Provide kitchen hood exhaust ducting and connect to kitchen hoods. Provide kitchen hood exhaust fan, curb, and starter/VFD. Connect kitchen hood exhaust ducting to kitchen hood exhaust fan.
14. For existing ducting to remain, field apply an interior coating over the insulation.
15. Provide transfer grilles and ducting.
16. Provide wall mounted panel radiators associated piping, valves, vents, supports and covers.
17. Provide a heating hot water system complete with boilers, piping, condensate neutralization, pumps, starters/VFDs, air separators, expansion tanks, vents, chemical feeder, water treatment chemicals, flues, combustion air louver and ducting, valves,

thermometers, pressure gages, strainers and flow meters.

18. Provide a chilled water system complete with chiller, piping, pumps, starters/VFDs, air separators, expansion tanks, vents, chemical feeder, water treatment chemicals, valves, thermometers, pressure gages, strainers, flow meters and heat trace.
    a. Air-cooled chiller with scroll compressors is included in the base project.
19. Provide condensing units for air handling units without chilled water coils. Provide refrigerant piping, refrigerant charge, valves, filters, receivers and safeties.
20. Provide sensor wells in piping as required.
21. Provide condensate piping and any condensate pumps at locations where condensate lines cannot be gravity drained.
22. Install ductwork in accordance with the latest recommendations of ASHRAE and SMACNA for low and medium pressure ductwork.
23. Provide pumps at locations where condensate lines cannot be gravity drained.
24. Provide testing and cleaning of distribution systems and equipment and final inspection.
25. Coordinate connections of equipment, dampers etc. as required to the fire alarm system with the Electrical Contractor.
26. Provide identification of equipment, valves, piping and ductwork as required.
27. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract, but not shown or dimensioned on architectural, civil or structural drawings. General Contractor is to provide all housekeeping and equipment pads shown and dimensioned on architectural, civil or structural drawings.
28. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractor.
29. Provide for miscellaneous structural framing and decking as required as result of this Contract, but not clearly shown on architectural or structural drawings.
30. Furnish curbs as required for all roof-mounted equipment to General Contractor. Wood blocking at roof openings to be provided by General Contractor. Coordinate blocking locations and requirements with General Contractor.
31. Provide firesafing/firestopping at all locations that are required to maintain a fire rating at floor and wall penetrations required as a result of the work of this Contract.

32. Provide all insulation required for the scope of this Contract.

33. Furnish and install any access panels, which are required for, access to the work by this Contract. Coordinate opening requirements with the General Contractor.

34. Furnish all exterior louvers and vents that are not indicated as "by General Contractor". Connect to louvers and vents installed by General Contractor.

35. Coordinate/layout openings required in new construction with the General Contractor. General Contractor shall clean and tooth all openings created by demolition by the General Contractor, as indicated on the Contract Documents and as indicated on all Architectural or Structural plans. All other prime Contractors shall provide interior masonry patching as required for their work but not shown on Architectural or Structural plans. The General Contractor shall patch and or repair all exterior walls as shown or specified, including openings created by removal of existing and installation of new mechanical or electrical items.

36. Remove existing louvers shown to be removed and/or replaced. Coordinate new openings with General Contractor.

37. Provide final HVAC connections of Owner Furnished Equipment, as shown or specified. Provide relocation of existing equipment as shown or specified.

38. Provide final HVAC connection of Educational Casework, Wood Laboratory Casework, Fume Hoods and Kitchen Equipment. Provide all ductwork components which are not indicated to be provided by another trade, but are required to provide a complete and functional project.

39. Along with the Plumbing Contractor and Electrical Contractor, provide disconnection and/or re-connection of existing kitchen equipment. All equipment not designated to be reused or salvaged shall become the property of the Food Service Contractor.

40. Coordinate tie-in of ventilation control system to fire alarm system with Electrical Contractor.

41. Furnish and install loose motor starters and drives for HVAC equipment. Wiring of these items is the responsibility of the Electrical Contractor. Disconnect switches and fuses shown on electrical drawings will be furnish and installed by Electrical Contractor.

42. Provide heat tracing for own work.

43. Provide demolition of existing HVAC equipment and accessories, including removal of demolition debris off site. Provide demolition of HVAC trade items as indicated throughout demolition drawings. Provide complete demolition and removal of existing mechanical room equipment to grade. Disconnect and cap all HVAC lines to HVAC items. The Electrical Contractor will disconnect electrical power to equipment which is

to be demolished. Coordinate all phases of demolition with General Contractor and Construction Manager. Systems within portions of building to be completely demolished shall be the responsibility of the General Contractor.

44. Install duct smoke detectors furnished by the Electrical Contractor.

45. General Contractor shall provide temporary heating as well as dehumidification for installation of materials requiring conditioned spaces if permanent system is not operational at the time air conditioning or dehumidification is required for installation of millwork, wood flooring, casework, countertops, ceiling tile, etc.

46. Provide test, adjust and balancing (TAB) services for HVAC systems.

47. Provide start-up service and training for all HVAC equipment.

2.0 AUTOMATED TEMPERATURE CONTROL SYSTEM

1. Provide a fully functional DDC building management system as described in the drawings and specifications. The system shall monitor and control the HVAC systems and specific lighting systems being installed including but not limited to the following:

   a. Chilled water system
   b. Hot water heating system
   c. Indoor and outdoor air handling units
   d. VAV terminals
   e. Electric and hydronic unit heaters
   f. Panel radiators
   g. Exhaust fans
   h. Split system air conditioning units and heat pumps
   i. VRV/VRF heating and cooling system
   j. Domestic hot water heating system
   k. Corridor and exterior lighting controls, where specified
   l. Miscellaneous status points, where specified

2. Provide all required labor, materials, equipment, wiring and programming to deliver a complete and operational system.

3. The new system shall be fully open protocol and non-proprietary, The Owner will be first-party owner of any software licensing.

4. Provide conduit for control wire as required.

5. Provide control wiring, conduit and connections for the boiler plant, including wiring from the ATC system to the boilers and pumps, wiring between on board boiler controllers and from boiler controllers to direct wired pumps, sensors and any other devices.

6. Provide control wiring, conduit and connections for the chilled water plant, including wiring from the ATC system to the chiller and pumps, wiring between on board chiller controllers and from chiller controllers to direct wired pumps, sensors and any other devices.

7. Provide control wiring, conduit and connections for split-system A/C and VRV/VRF systems, including wiring between indoor and outdoor units.

8. Provide installation and wiring of any factory-supplied thermostats or sensors to terminal devices.

9. Furnish and install all required temperature sensors and thermostats.

10. Provide a graphical user interface (GUI) to include new graphics for all systems.

11. Provide remote access via thin client web server or approved equivalent.

12. Provide a minimum of sixteen (16) hours of on-site customer training.

13. Two-year parts and labor warranty is included.

Schedule B: Costs and Cash Flow

WHSD - Dickson Intermediate School Energy Project Financial Overview		EEM Construction Cost	Annual Resource Savings	Annual Operational Savings (1)	Potential Act 129 Incentive
EEM #	EEM Name				
Dickson Intermediate					
1	HVAC Improvements	$ 4,241,302	$ 7,052	$ -	$ -
	Building Totals	$ 4,241,302	$ 7,052	$ -	$ -
	PROJECT TOTALS	**$ 4,241,302**	**$ 7,052**	**$ -**	**$ -**
Alternate Scope Items					
A1	Variable-speed screw chiller	$ 33,750			$ -

SCHEDULE B
Cash Flow Analysis

WHSD - DICKSON INTERMEDIATE
Guaranteed Energy Saving

Financed Project Cost (1):	**$ 4,241,302**	**Escalation Rates by Utility & Fuel**	
Finance Term (years):	20	Electric:	3.0%
Annualized Interest Rate:	3.750%	Natural Gas:	3.0%
Accrued Construction Interest:	$ (0)	Fuel Oil:	3.0%
		Water:	3.0%
		Other:	3.0%
Est. Avoided Capital Costs (2):	**$ 4,152,108**	Operational:	3.0%
Estimated Utility Rebates (3):	**$ -**	Escalation Rates for Annual Fees:	2.0%

Year	Electric Cost Savings	Natural Gas Cost Savings	Water Cost Savings	Operational Cost Savings	Total Cost Savings	Guaranteed Savings	Avoided Capital Savings	Annual M&V Fees	Financing Payment	Net Savings
1	$ 3,974	$ 3,078	$ -	$ -	$ 7,052	$ 6,347	$ 295,408		$ (301,754)	$ -
2	$ 4,093	$ 3,170	$ -	$ -	$ 7,263	$ 6,537	$ 296,275	$ (1,058)	$ (301,754)	$ -
3	$ 4,216	$ 3,265	$ -	$ -	$ 7,481	$ 6,733	$ 296,105	$ (1,084)	$ (301,754)	$ -
4	$ 4,342	$ 3,363	$ -	$ -	$ 7,706	$ 6,935	$ 295,930	$ (1,111)	$ (301,754)	$ -
5	$ 4,473	$ 3,464	$ -	$ -	$ 7,937	$ 7,143	$ 295,750	$ (1,139)	$ (301,754)	$ -
6	$ 4,607	$ 3,568	$ -	$ -	$ 8,175	$ 7,358	$ 295,564	$ (1,168)	$ (301,754)	$ -
7	$ 4,745	$ 3,675	$ -	$ -	$ 8,420	$ 7,578	$ 295,373	$ (1,197)	$ (301,754)	$ -
8	$ 4,887	$ 3,786	$ -	$ -	$ 8,673	$ 7,806	$ 295,175	$ (1,227)	$ (301,754)	$ -
9	$ 5,034	$ 3,899	$ -	$ -	$ 8,933	$ 8,040	$ 294,972	$ (1,257)	$ (301,754)	$ -
10	$ 5,185	$ 4,016	$ -	$ -	$ 9,201	$ 8,281	$ 294,762	$ (1,289)	$ (301,754)	$ -
11	$ 5,341	$ 4,137	$ -	$ -	$ 9,477	$ 8,529	$ 294,546	$ (1,321)	$ (301,754)	$ -
12	$ 5,501	$ 4,261	$ -	$ -	$ 9,761	$ 8,785	$ 294,323	$ (1,354)	$ (301,754)	$ -
13	$ 5,666	$ 4,388	$ -	$ -	$ 10,054	$ 9,049	$ 294,093	$ (1,388)	$ (301,754)	$ -
14	$ 5,836	$ 4,520	$ -	$ -	$ 10,356	$ 9,320	$ 293,857	$ (1,423)	$ (301,754)	$ -
15	$ 6,011	$ 4,656	$ -	$ -	$ 10,667	$ 9,600	$ 293,612	$ (1,458)	$ (301,754)	$ -
16	$ 6,191	$ 4,795	$ -	$ -	$ 10,987	$ 9,888	$ 293,361	$ (1,495)	$ (301,754)	$ -
17	$ 6,377	$ 4,939	$ -	$ -	$ 11,316	$ 10,185	$ 293,102	$ (1,532)	$ (301,754)	$ -
18	$ 6,568	$ 5,087	$ -	$ -	$ 11,656	$ 10,490	$ 292,834	$ (1,570)	$ (301,754)	$ -
19	$ 6,765	$ 5,240	$ -	$ -	$ 12,005	$ 10,805	$ 292,559	$ (1,610)	$ (301,754)	$ -
20	$ 6,968	$ 5,397	$ -	$ -	$ 12,365	$ 11,129	$ 292,275	$ (1,650)	$ (301,754)	$ -
TOTAL	$ 106,779	$ 82,707	$ -	$ -	$ 189,486	$ 170,538	$ 5,889,877	$ (25,330)	$ (6,035,085)	$ -

NOTES:

1. Financed Project Cost reflects the guaranteed fixed price of the scope executed under the Guaranteed Energy Savings Agreement, including the first year of measurement and verification of savings.
2. Avoided Capital Costs includes the present value cost of capital equipment replacement or repairs that would be realized by the Owner within the lifetime of the Energy Project, but will instead be completed and financed through the Energy Project. Savings include the total costs for all design, bidding, bonding, permitting, equipment and installation labor required to complete the work. Amount shown in the cash flow includes cost of financing over the stated Financing term.
3. Estimated payment from Duquesne Light Act 129 rebate programs based on information published by Duquesne Light and applied to this project. Rebates are not included in the cash flow.

Schedule C: Guaranteed Energy Savings

Reynolds Energy Services (RES) guarantees that the Customer will achieve savings in Year 1 as listed in the following table. Escalation rates will be applied to future year savings according to the Cash Flow Analysis included in Schedule B.

TABLE: Guaranteed Annual Energy Savings by Measure and Resource

EEM	ELECTRIC				FUELS			TOTAL	
			Calculated	Guaranteed		Calculated	Guaranteed	Calculated	Guaranteed
	kWh	kW	$	$	Mcf	$	$	$	$
1 HVAC Improvements	46,815	144	$ 3,974	$ 3,576	570	$ 3,078	$ 2,770	$ 7,052	$ 6,347
TOTAL	46,815	144	$ 3,974	$ 3,576	570	$ 3,078	$ 2,770	$ 7,052	$ 6,347

The guaranteed savings shall be calculated as shown in Schedule F for the term of the Agreement. RES will pay the Customer the difference between the annual amount guaranteed and the amount of actual energy savings achieved in accordance with the provisions provided within the GESA as mutually agreed upon by RES and Customer. Payments for any savings shortfall will be paid to the Customer by RES in accordance with Section 4.2 of the GESA. Stipulated savings are savings that have been calculated and agreed upon by RES and Customer. Operational, maintenance and avoided capital savings are stipulated, and as such will not be tracked or measured. Rebates from utilities or any other source are not guaranteed by RES.

Avoided Capital Cost Savings

Avoided capital cost savings are defined as cost realized in the present to replace building equipment or components at or near the end of their useful lives that would otherwise need to be paid for as a future capital expense in absence of the project.

Avoided capital cost savings include the amortized annual cost of capital equipment replacement or repairs that would be realized by the Owner within the lifetime of the Energy Project, but will instead be completed and financed through this project. Savings include the total costs for all design, bidding, bonding, permitting, equipment and installation labor required to complete the work.

Utility Rates

Guaranteed dollar amounts are calculated based on the base utility rates listed below, and escalated at the rates listed in Schedule B. If actual electric or gas rates are lower than those listed in this Schedule and escalated as described above, RES reserves the right to use the base utility rates for the guarantee period. If actual rates are higher than those listed in this Schedule and escalated as described above, RES reserves the right to use the actual rates for the guarantee period.

Rate tariffs/avoided utility costs utilized in calculation of guaranteed energy savings
The rates shown in the table below were derived from bills provided for June 2016 through June 2018.

Provider	Utility	Description	Unit	Cost/Unit
Duquesne Light	Electric	Distribution < 300 kW	All kW	$9.00
		Distribution > 300 kW	kW	$8.09
Direct Energy	Electric	Total Generation Charge w/tax	kWh	$0.06
Peoples	Gas	GS-T (Transportation charge)	MCF	$3.10
Direct Energy	Gas	Commodity Charge	MCF	$2.30

*Notes: Duquesne Light Co. charges reflect a new GL commercial rate that will be applied to the new service at Dickson Intermediate School. Electric commodity charges reflect the most recent contracted rate for WHSD. Natural gas charges reflect the annual average for the past 12 months. Customer charges are not shown.

Utility accounts that will be tracked for the guaranteed energy savings

Customer Name:	Utility:	Account #:	Meter #:	Provider/Rate:
Dickson Intermediate	Electricity	6309-370-000	G02820488	Duquesne Light - GM -Med. Commercial
Dickson Intermediate	Natural Gas (MCF)	200004384372	12123110	Peoples Natural Gas - GS T Commercial
Dickson Intermediate	Natural Gas (MMBTU)	434031		Direct Energy

These accounts were used for the initial analysis of Dickson Intermediate School. Upon project completion, a new electric account will be provided and the charges will reflect the table in the previous section. The utility accounts associated to the three companies shown above will be tracked after the project completion. Account numbers may change.

Guaranteed Savings Reconciliation

The guarantee term will commence on the Commencement Date as defined in Section 3.1 and be referred to as the "savings guarantee commencement date".

RES will monitor monthly utility usage for the guarantee period, within sixty (60) days of receiving pertinent utility bills. RES will provide Annual Savings Reports to the Customer, which shall include the initial calculation of the total dollar savings, the measurement and verification calculations and any other reasonable information requested by the Customer. Upon the submittal of the annual savings report, reconciliation (if necessary) will be in accordance with Section 4.2 of the GESA.

The Customer agrees to

1. Provide or cause its utility suppliers to provide periodic utility usage and cost in a timely manner. Preferably within two (2) weeks of the "Read Date" shown on the bill. RES will initiate data requests.
2. Execute all Customer responsibilities as set forth in the Agreement.
3. Provide RES full access to all pertinent facilities and information required for RES to perform its responsibilities. Access shall include but not be limited to the following:
    a. All areas of all buildings included in the project
    b. All utility meters included in the guarantee
    c. All personnel responsible for operating and maintaining facilities
    d. Remote access to building automation systems via credentials assigned to RES. Full access is required for commissioning and troubleshooting purposes. Access may be changed to read-only for monitoring at the conclusion of the commissioning process at the discretion of the Customer.
    e. Actual monthly invoices for utilities
    f. Inventories of material changes made within the facility as defined in Section 15 of the GESA.

Schedule D: Compensation to RES

Breakdown of Monthly Estimated Billings by EEM

WHSD - Dickson Intermediate School
SCHEDULE OF VALUES and DRAW

EEM#	EEM Description	EEM Value	Aug-18		Sep-18		Oct-18		Nov-18		Dec-18	
			%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $
	Mobilization	$ 212,065	100%	$ 212,065		$ -		$ -		$ -		$ -
1	HVAC Improvements	$ 3,817,172		$ -	3%	$ 114,515	3%	$ 114,515	3%	$ 114,515	10%	$ 381,717
	Close Out	$ 212,065		$ -		$ -		$ -		$ -		$ -
	Total	$ 4,241,302	5%	$ 212,065	3%	$ 114,515	3%	$ 114,515	3%	$ 114,515	9%	$ 381,717

EEM#	Jan-19		Feb-19		Mar-19		Apr-19		May-19		Jun-19	
	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $
		$ -		$ -		$ -		$ -		$ -		$ -
1	10%	$ 381,717	10%	$ 381,717	15%	$ 572,576	14%	$ 534,404	11%	$ 419,889	10%	$ 381,717
		$ -		$ -		$ -		$ -		$ -		$ -
	9%	$ 381,717	9%	$ 381,717	14%	$ 572,576	13%	$ 534,404	10%	$ 419,889	9%	$ 381,717

EEM#	Jul-19		Aug-19		Sep-19		Oct-19		Nov-19	
	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $
		$ -		$ -		$ -		$ -		$ -
1	5%	$ 190,859	2%	$ 76,343	2%	$ 76,343	2%	$ 76,343		$ -
		$ -		$ -		$ -		$ -	100%	$ 212,065
	5%	$ 190,859	2%	$ 76,343	2%	$ 76,343	2%	$ 76,343		$ 212,065

Actual billing shall be for work put in place in a given month as accepted by the Customer. Invoices are issued on the 1st of following month, with payment due 30 days following the invoice date.

Summary of Monthly Estimated Billings

MONTH	MONTHLY DRAW	Mobilization	MEASURE 1	Closeout	CUMULATIVE DRAW	%
Aug-18	$ 212,065	$ 212,065	$ -	$ -	$ 212,065	5%
Sep-18	$ 114,515	$ -	$ 114,515	$ -	$ 326,580	8%
Oct-18	$ 114,515	$ -	$ 114,515	$ -	$ 441,095	10%
Nov-18	$ 114,515	$ -	$ 114,515	$ -	$ 555,610	13%
Dec-18	$ 381,717	$ -	$ 381,717	$ -	$ 937,328	22%
Jan-19	$ 381,717	$ -	$ 381,717	$ -	$ 1,319,045	31%
Feb-19	$ 381,717	$ -	$ 381,717	$ -	$ 1,700,762	40%
Mar-19	$ 572,576	$ -	$ 572,576	$ -	$ 2,273,338	54%
Apr-19	$ 534,404	$ -	$ 534,404	$ -	$ 2,807,742	66%
May-19	$ 419,889	$ -	$ 419,889	$ -	$ 3,227,631	76%
Jun-19	$ 381,717	$ -	$ 381,717	$ -	$ 3,609,348	85%
Jul-19	$ 190,859	$ -	$ 190,859	$ -	$ 3,800,207	90%
Aug-19	$ 76,343	$ -	$ 76,343	$ -	$ 3,876,550	91%
Sep-19	$ 76,343	$ -	$ 76,343	$ -	$ 3,952,894	93%
Oct-19	$ 76,343	$ -	$ 76,343	$ -	$ 4,029,237	95%
Nov-19	$ 212,065	$ -	$ -	$ 212,065	$ 4,241,302	100%
TOTAL	$ 4,241,302	$ 212,065	$ 3,817,172	$ 212,065		

Schedule of Measurement and Verification (M&V) fees

Annual M&V fees are escalated at a rate of 2.5% per year.

Performance Year	Annual Fee
2020	$ -
2021	$ 1,058
2022	$ 1,084
2023	$ 1,111
2024	$ 1,139
2025	$ 1,168
2026	$ 1,197
2027	$ 1,227
2028	$ 1,257
2029	$ 1,289
2030	$ 1,321
2031	$ 1,354
2032	$ 1,388
2033	$ 1,423
2034	$ 1,458
2035	$ 1,495
2036	$ 1,532
2037	$ 1,570
2038	$ 1,610
2039	$ 1,650

Schedule E: Baseline Energy Consumption

Electricity and Fuels Baselines

The following table reflects the energy and costs baseline used in the calculation of energy savings for Dickson Intermediate School based on future modeled energy use and current or projected utility rates. Annual usage and costs have been adjusted to reflect June 2016 through June 2018 billing.

Dickson Intermediate School – Monthly Energy Consumption Profile

	ELECTRIC			FUELS	
	kWh	kW	$	Mcf	$
Jan	72,568	331	$ 7,304	1,101	$ 6,021
Feb	65,602	331	$ 6,886	813	$ 4,466
Mar	78,181	452	$ 8,621	455	$ 2,536
Apr	74,644	474	$ 8,582	228	$ 1,310
May	91,302	582	$ 10,463	75	$ 480
Jun	87,072	652	$ 10,775	39	$ 289
Jul	70,664	481	$ 8,400	18	$ 175
Aug	75,293	426	$ 8,235	19	$ 178
Sep	86,283	648	$ 10,690	51	$ 352
Oct	83,600	525	$ 9,535	162	$ 950
Nov	69,096	331	$ 7,093	410	$ 2,293
Dec	69,225	331	$ 7,104	709	$ 3,907
	923,531	5,562	$ 103,688	4,080	$ 22,956

The existing Dickson Intermediate School is currently under renovation and has not been utilized for education in recent years. The historic utility information is not applicable for use as a baseline for energy savings. The baseline shown above will be used to derive energy savings and is associated with new MEP systems outlined in the final design and assumptions as shown in Schedule F and the table below.

The savings associated with the GESA amendment are associated with proper building commissioning, implementation of energy optimized controls sequences, variable speed pumping, and higher efficiency boilers and chillers installed as opposed to standard construction practices.

The adjusted components associated with the HVAC scope used to derive energy savings are shown in the following table:

Construction Component	Standard Approach	Reynolds Approach
HVAC Setpoints and Controls	No Set Guidelines; Standard Contractor Commissioning	See Schedule I – Energy Efficient Guidelines; VFDs on Pumps
New Air-Cooled Chiller	Standard Efficiency – 1.2 kW/Ton	Higher Efficiency – 1.1 kW/Ton
New Boilers	Min. Energy Code – 80% AFUE Standard	Higher Efficiency – 93% AFUE Condensing boilers

Reynolds used a combination modeling approach to derive the baseline monthly energy consumption profile. An equipment based "End Use Analysis" was derived and compared to a Department of Energy (DOE) E-Quest Rev 3.65 model to estimate baseline energy usage and

savings projections. The following figure shows the standard construction and design analysis with the specific construction components highlighted yellow.

BUILDING: DICKSON INTERMEDIATE SCHOOL - STANDARD DESIGN/CONSTRUCTION

Sq. Ft. 101,042

	Nameplate Values Ton	kW	HP	Actual kW	HOURS	kWH	EU %
Plug/Misc	0.7			70.7	2,000	141,459	15%
Lighting	1.24			125.3	2,000	250,584	27%
Cooling	1.2	200	50	290.0	900	261,000	28%
AHUs			85	71.2	1,500	106,871	12%
VAV				-	1,500	-	0%
CUHs/Coils				-	1,200	-	0%
Pumps			20	16.8	8,760	146,853	16%
EFs			10	8.4	2,000	16,764	2%

Modeled Accuracy	kW	kWH	MCF
Summer	17%	6%	
Winter	80%	10%	
Total	8%	86%	% Error Shown

582 Peak kW

923,531 Total kWH

E-Quest Baseline - Electric	Peak kW	kWH	Mths.
Summer	652	448,630	Apr.-Sep.
Winter	525	405,190	Oct.-Mar.
Total		853,820	

End Use Analysis (EUA) Baseline - Electric	Peak kW	Total - kWH	Mths.
Summer	557	477,451	Apr.-Sep.
Winter	292	446,080	Oct.-Mar.
Total		923,531	

E-Quest Baseline - Gas	
Natural Gas	2,191

Tag	MBH Total	Hours	MCF	EU %
AHUs	1,800	640	1,440	35%
VAV	1,800	640	1,440	35%
CUH/FT	900	960	1,080	26%
DHW	400	240	120	3%

Conv. Factor 1000

Boiler Eff. 80%

(EUA) Baseline - Gas	
MCF Used	4,080

POST PROJECT INDICES

Utility	kbtu/sf	$/sf
Elec.	31.2	$ 1.03
Gas	41.6	$ 0.22
Total	72.8	$ 1.25

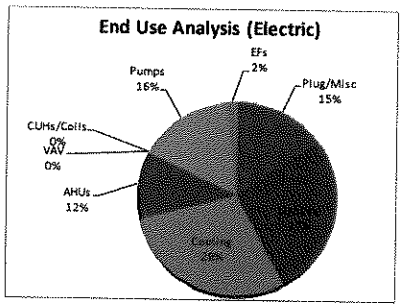
Utility	kbtu/sf	$/sf
Elec.	28.8	$ 0.95
Gas	22.3	$ 0.13
Total	51.2	$ 1.08

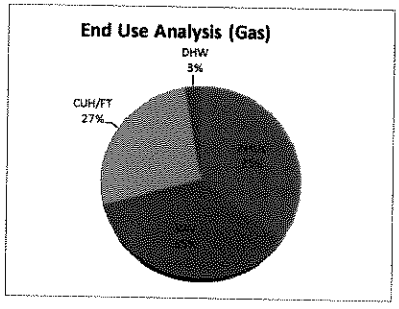
E-QUEST ELECTRIC DATA

	kWh	kW	$
Jan	67,090	331	$ 6,727
Feb	60,650	331	$ 6,340
Mar	72,290	452	$ 8,007
Apr	69,010	474	$ 7,983
May	84,410	582	$ 9,778
Jun	80,500	652	$ 10,103
Jul	65,330	481	$ 7,618
Aug	69,610	426	$ 7,636
Sep	79,770	648	$ 10,022
Oct	77,290	525	$ 8,881
Nov	63,880	331	$ 6,532
Dec	64,000	331	$ 6,541
	853,820	5,662	$ 96,378

E-QUEST GAS DATA

	MCF	$
Jan	591	$ 3,269
Feb	437	$ 2,434
Mar	245	$ 1,397
Apr	123	$ 735
May	40	$ 294
Jun	21	$ 191
Jul	10	$ 129
Aug	10	$ 131
Sep	27	$ 224
Oct	87	$ 546
Nov	220	$ 1,267
Dec	381	$ 2,134
	2,191	$ 12,758

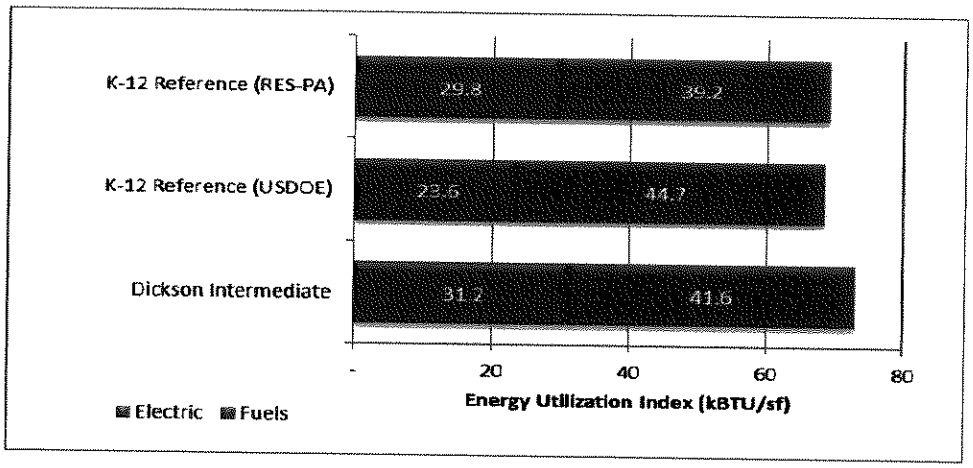




As the above figure indicates, the final energy use index (EUI) can range between 72.8 kBTU/ft^2 and 51.2 kBTU/ft^2 based on either the engineering calculations (End Use Analysis) or E-Quest model. The End-Use Analysis modeled values correlate well to the average energy usage for K-12 schools that Reynolds has surveyed across Pennsylvania.

The graphic below shows the comparative indices between the US Department of Energy Commercial Building Energy Consumption Survey (DOE CBECS) data and Reynolds surveyed schools (RES-PA).

Schedule E: Baseline Energy Consumption



Reynolds then further evaluated potential energy savings by using the combined E-Quest and engineering calculation approach to quantify the final project energy usage shown below.

BUILDING: DICKSON INTERMEDIATE SCHOOL - REYNOLDS DESIGN/CONSTRUCTION

Sq. Ft. 101,042

	Nameplate Values Ton	kW	HP	Actual kW	HOURS	kWH	EU%	Savings
Plug/Misc	0.7			70.7	2,000	141,459	16%	-
Lighting	1.24			125.3	2,000	250,584	29%	-
Cooling	1.1	200	50	270.0	850	229,500	26%	31,500
AHUs			85	71.2	1,500	106,871	12%	-
VAV				-	1,500	-	0%	-
CUHs/Coils				-	1,200	-	0%	-
Pumps			18	15.1	8,760	132,168	15%	14,685
EFs			10	8.4	2,000	16,764	2%	-

561 Peak kW

877,346 Total kWH

46,185 Total kWH

Modeled Accuracy	kW	kWH	MCF
Summer	-21%	2%	
Winter	-78%	11%	
Total	6%	61%	% Error Shown

E-Quest Baseline - Electric	Peak kW	kWH	Mths.
Summer	648	435,980	Apr.-Sep.
Winter	517	390,330	Oct.-Mar.
Total		826,310	

End Use Analysis (EUA) Baseline - Electric	Peak kW	Total - kWH	Mths.
Summer	536	445,951	Apr.-Sep.
Winter	291	431,395	Oct.-Mar.
		877,346	

E-Quest Baseline - Gas	
Natural Gas	2,173

Tag	MBH Total	Hours	MCF	EU%
AHUs	1,800	640	1,239	35%
VAV	1,800	640	1,239	35%
CUH/FT	900	960	929	26%
DHW	400	240	103	3%

Conv. Factor 1000

Boiler Eff. 93%

(EUA) Baseline - Gas		Savings
MCF Used	3,510	570
		14%

POST PROJECT INDICES

Utility	kbtu/sf	$/sf	Savings
Elec.	29.6	$ 0.99	4%
Gas	35.4	$ 0.19	14%
Total	65.1	$ 1.17	6%

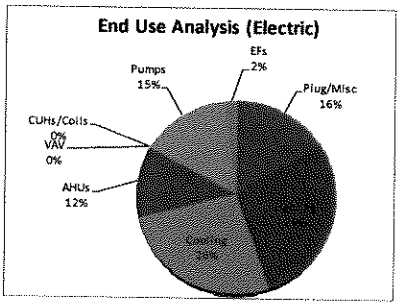
Utility	kbtu/sf	$/sf	Savings
Elec.	27.9	$ 0.93	3%
Gas	21.9	$ 0.13	1%
Total	49.9	$ 1.05	2%

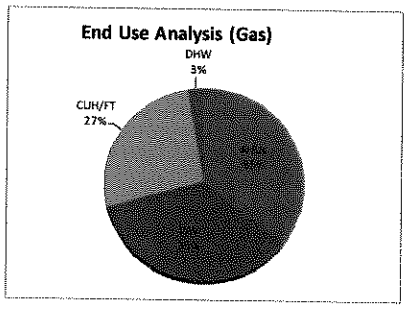
E-QUEST ELECTRIC DATA

	kWh	kW	$
Jan	64,550	320	$ 6,488
Feb	58,350	320	$ 6,112
Mar	69,650	443	$ 7,779
Apr	66,460	465	$ 7,763
May	82,070	576	$ 9,582
Jun	78,620	648	$ 9,355
Jul	63,400	479	$ 7,645
Aug	67,470	416	$ 7,445
Sep	77,940	643	$ 9,871
Oct	74,760	517	$ 8,678
Nov	61,410	319	$ 6,291
Dec	61,580	320	$ 6,306
	826,310	5,461	$ 93,916

E-QUEST GAS DATA

	MCF	$
Jan	594	$ 3,232
Feb	433	$ 2,413
Mar	243	$ 1,390
Apr	121	$ 732
May	40	$ 250
Jun	21	$ 151
Jul	10	$ 129
Aug	10	$ 131
Sep	27	$ 224
Oct	87	$ 547
Nov	218	$ 1,256
Dec	379	$ 2,121
	2,173	$ 12,580





Schedule F: Measurement & Verification

Approach to Measurement and Verification of Savings

When preparing a guaranteed energy savings project, RES adheres to the most recent International Performance Measurement and Verification Protocol (IPMVP) as it applies to the given scope. The IPMVP is sponsored and maintained by a non-profit corporation known as the Efficiency Valuation Organization (EVO) and is the most recognized energy and water savings measurement and verification (M&V) protocol across the world. The IPMVP is a set of recommended guidelines and framework to evaluate energy and water efficiency projects. It does not define set standards for M&V on specific energy and water efficiency measures.

EVO has acknowledged that the IPMVP documents alone will not improve energy efficiency, but must be applied by qualified professionals who demonstrate knowledge and understanding of the protocol. Such individuals may have the designation as Certified Measurement and Verification Professionals (CMVP®) and are qualified to promote sound M&V plans as well as adhere to best practices for management programs. RES has addressed this and has a CMVP on staff to help facilitate the M&V planning and reporting for all projects, as well as train staff members on proper implementation and execution. RES has created a custom M&V plan for this project that follows the core principles of the IPMVP, including the following:

- Accurate
- Complete
- Conservative
- Consistent
- Relevant
- Transparent

Quarterly reports of the avoided energy costs will be provided based on the established M&V plans. The following section outlines the framework and various options involved when developing a proper M&V plan. It should be noted that RES has worked with the district to identify all other operational and avoided costs within the project. Those items are shown separately from the truly "measured and verified" components of the project and are found in Schedule C of the GESA.

When conducting this analysis, the important factors to consider in developing a M&V plan are as follows:

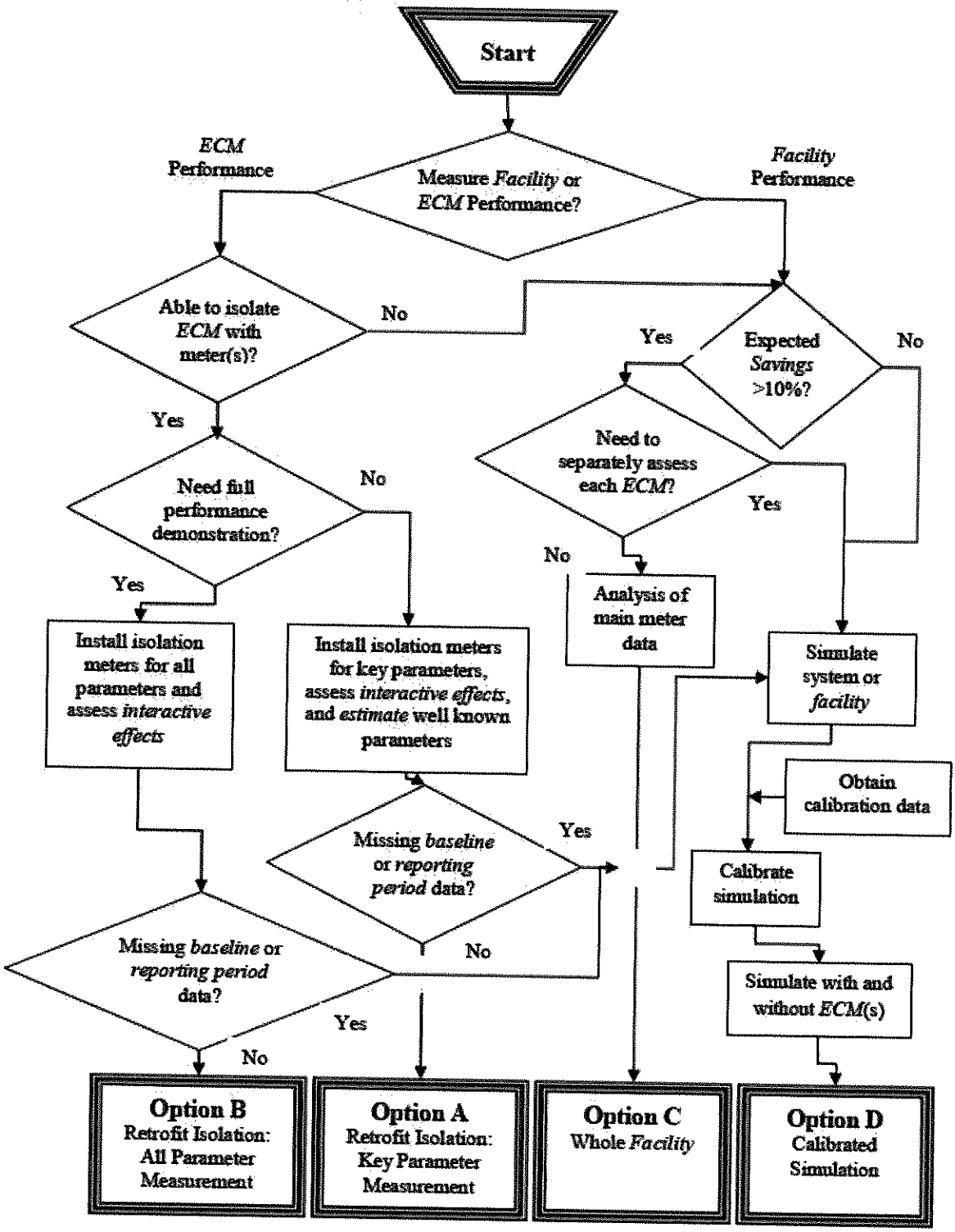
- Can the impact of the energy efficiency measures be isolated and measured easily?
- Is the whole building being impacted and are the savings interactive?
- How much will the measure(s) save compared to the baseline usage?
- How much will M&V cost for the measures applied?

These questions help identify which (if any) of the four IPMVP options are taken into consideration. The following tables outline these options and are taken from the "IPMVP – Concepts and Options for Determining Energy and Water Savings – Volume 1, January 2012."

IPMVP Option	How Savings Are Calculated	Typical Applications
A. Retrofit Isolation: Key Parameter Measurement *Savings* are determined by field measurement of the key performance parameter(s) which define the *energy* use of the *ECM*'s affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the *reporting period*. Parameters not selected for field measurement are *estimated*. *Estimates* can based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the *estimated* parameter is required. The plausible *savings* error arising from *estimation* rather than measurement is evaluated.	Engineering calculation of *baseline* and *reporting period energy* from: o short-term or continuous measurements of key operating parameter(s); and o *estimated* values. *Routine* and *non-routine adjustments* as required.	A lighting retrofit where power draw is the key performance parameter that is measured periodically. Estimate operating hours of the lights based on *facility* schedules and occupant behavior.
B. Retrofit Isolation: All Parameter Measurement *Savings* are determined by field measurement of the *energy* use of the *ECM*-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the *savings* and the length of the *reporting period*.	Short-term or continuous measurements of *baseline* and *reporting-period energy*, and/or engineering computations using measurements of proxies of *energy* use. Routine and non-routine adjustments as required.	Application of a variable-speed drive and controls to a motor to adjust pump flow. Measure electric power with a kW meter installed on the electrical supply to the motor, which reads the power every minute. In the *baseline period* this meter is in place for a week to verify *constant* loading. The meter is in place throughout the *reporting period* to track variations in power use.

IPMVP Option	How Savings Are Calculated	Typical Applications
C. Whole Facility *Savings* are determined by measuring energy use at the whole *facility* or sub-*facility* level. Continuous measurements of the entire *facility's energy* use are taken throughout the *reporting period*.	Analysis of whole *facility baseline* and *reporting period* (utility) meter data. *Routine adjustments* as required, using techniques such as simple comparison or regression analysis. *Non-routine adjustments* as required.	Multifaceted energy management program affecting many systems in a *facility*. Measure energy use with the gas and electric utility meters for a twelve month *baseline period* and throughout the *reporting period*.
D. Calibrated Simulation *Savings* are determined through simulation of the *energy* use of the whole *facility*, or of a sub-*facility*. Simulation routines are demonstrated to adequately model actual *energy* performance measured in the *facility*. This Option usually requires considerable skill in calibrated simulation.	Energy use simulation, calibrated with hourly or monthly utility billing data. (Energy end use metering may be used to help refine input data.)	Multifaceted energy management program affecting many systems in a facility but where no meter existed in the *baseline* period. Energy use measurements, after installation of gas and electric meters, are used to calibrate a simulation. *Baseline* energy use, determined using the calibrated simulation, is compared to a simulation of *reporting period* energy use.

The flow chart on the following page (also taken from the latest IPMVP version) outlines in more detail the evaluation process RES takes when developing a M&V plan.


Start
Measure Facility or ECM Performance?
ECM Performance
Facility Performance
Able to isolate ECM with meter(s)?
No
Yes
Need full performance demonstration?
No
Yes
Install isolation meters for all parameters and assess interactive effects
Install isolation meters for key parameters, assess interactive effects, and estimate well known parameters
Missing baseline or reporting period data?
Yes
No
Missing baseline or reporting period data?
Yes
No
Expected Savings >10%?
Yes
No
Need to separately assess each ECM?
Yes
No
Analysis of main meter data
Simulate system or facility
Obtain calibration data
Calibrate simulation
Simulate with and without ECM(s)
Option B Retrofit Isolation: All Parameter Measurement
Option A Retrofit Isolation: Key Parameter Measurement
Option C Whole Facility
Option D Calibrated Simulation

Establishing Baseline Energy Use

Establishing realistic baseline energy use is the key to a guaranteed energy savings project, in that it establishes the basis for all savings and creates the boundary conditions for the size of the savings opportunity. The baseline is more than the amount of energy used in the past, as reflected in a utility billing history; it is a prediction of how much energy a facility would use in the absence of the energy project during current and future operating parameters and weather conditions. The table below shows Reynolds' methods for establishing the energy baseline.

Reynolds Methods for Establishing Energy Baseline
Utility Meter Data Analysis: *Applied to Option C - Whole Building Metering.*
1. Establish energy use from utility bills over a two-year period prior to the project. 2. Construct a baseline energy model based on independent variables such as weather. 3. Apply normal weather data to the baseline energy model to determine the normalized annual energy baseline per applicable fuel type. 4. Adjust the baseline to compensate for operating abnormalities such as non-typical shut downs, code compliance, building alterations, or other events (such as summer school or night classes) that might affect typical year energy usage. **See Schedule E for Reynolds Energy Services evaluation of the new HVAC system operation and adjusted baseline.** 5. Apply predetermined fuel rates to each utility type, aggregate costs to determine baseline energy costs. Apply predetermined escalation rates each year thereafter. 6. Adjust baseline monthly or yearly as required to compensate for operational changes.

Baseline Adjustments

The calculation methodology section of each M&V plan includes procedures for updating baseline or savings calculations during the project's performance period to compensate for the variables that affect savings. The generic methodologies shown in the following table are applied on a project and conservation measure specific basis:

Variable Affecting Savings	Post-Installation	Performance Period
Energy Prices: Neither Reynolds nor the owner has significant control over actual energy prices.	Energy prices and their escalation rates are fixed in the project's guarantee contract language.	
Operations: Beyond normal maintenance and operations, Owner's operating practices.	Savings calculations adjusted to reflect variance from the project's operational intent per the contract.	
Operating Hours: Changes in the length of operation of the facility, buildings, and systems.	Baseline and/or savings calculations adjusted to reflect variance from the project's operational intent per the contract.	
Loads: Changes in equipment and process loads not directly controlled by the building HVAC and lighting systems.	Baseline calculations adjusted to reflect changes from the project's operational intent per the contract.	
Preventive Maintenance, Repair and Replacement: In order to sustain energy savings, equipment/system performance must be maintained.	Not applicable	Savings calculations adjusted to reflect negative variance from equipment/systems performance criteria.
Major Changes to Facility: Changes such as reduction or increase in the number of students, facility closures, adding new wings, code non-compliance, or adding new loads (e.g., computers).	Baseline and/or savings calculations adjusted to reflect facility changes.	
Weather: Variations from "normalized" weather.	Not applicable	Baseline and/or savings calculations adjusted to reflect variance from normalized weather.

Weather Normalization Procedure

The normalization adjustment for weather is expressed as follows:

$$BEU_m = Base + (F1 \times HDD_m) + (F2 \times CDD_m)$$

Where,	BEU_m	=	Baseline energy use for month m
	Base	=	Constant, non-weather related energy consumption per month
	F1	=	Heating degree day factor
	HDD_m	=	Number of heating degree days in month m
	F2	=	Cooling degree day factor
	CDD_m	=	Number of cooling degree days in month m

In the above equation, Base, F1, and F2 are determined from the regression. The heating and cooling degree days are determined from current weather data. The heating and cooling degree day calculations are calculated using a base temperature that fits the building. Other non-routine adjustment factors such as change of floor-space, change in use of space etc. can be adjusted using similar mathematical relationships of dependent and independent variables.

Maintaining Savings

Reynolds' M&V methods are designed to provide feedback loops regarding variance from the project's operational intent. Typically, RES includes technical assistance within measurement and verification fees; this enables the collaboration required between RES and facility Operations and Maintenance staff to maintain performance throughout the project's performance period.

Reports

Quarterly RES will provide energy performance updates. Annually, RES provides a report that reconciles savings per the projects M&V plan. The following information is provided in the report:

- Utility Data Analysis - As required by the project's M&V plan, analysis of utility meter(s) energy use data is provided.
- Savings and Guarantee Reconciliation - Savings calculations are updated per the project's M&V plan. Guarantee is updated to reflect refinements that have negatively impacted savings.
- Measurement and Verification Data - Performance Period measurement data.

Project Specific M&V Methodologies

Measurement and verification plans specific to individual or logical groupings of conservation measures are included in this schedule. The EEMs are indexed to IPMVP methods in the following table:

Energy Efficiency Measure	IMPVP Option A Partially Measured Retrofit Isolation	IPMVP Option B Retrofit Isolation	IPMVP Option C Whole Facility	IPMVP Option D Calibrated Simulation
EEM 1: HVAC Improvements			X	

Project Specific M&V Plan

A logical M&V approach has been developed based on the scope of work outlined in Schedule A. A detailed outline of the M&V plan for Dickson Intermediate School can be found on the following pages.

1) **Building energy efficiency measure(s) summary**
   - ✓ HVAC System Improvements

2) **IPMVP option description and boundary conditions**
   - ✓ Option C: Whole Facility – Electricity Consumption – Tracked utility metered billing
   - ✓ Option C: Whole Facility – Natural Gas Consumption – Tracked utility metered billing

3) **Baseline:** Period, energy and conditions
   - ✓ Identification of baseline period – 2 year fuel data from June 2016 through June 2018– weather normalized and adjusted per Schedule E calculations
   - ✓ Baseline energy and consumption profile – Savings will be calculated from baseline indicated in Schedule E
   - ✓ Independent variables used (i.e. ambient outside air temperature)
     - Weather data source: www.weatherdatadepot.com
     - Station : Pittsburgh, PA – Code: PA21
   - ✓ Static factors dealing with energy usage
     a. Occupancy – 775 students and faculty
     b. Building setpoints – Refer to Schedule I
     c. Existing envelope conditions and square footage
     d. HVAC equipment inventory – combination of existing and new MEP drawings available

e. Existing operating conditions – faulty dampers, dirty coils, etc.

4) **Analysis period:** Upon substantial completion of the project, a performance period commencement letter will be issued to the owner. A measurement and verification kick-off meeting will occur. Bills will then be collected monthly. Energy reduction values are indicated and reconciled if necessary on an annual basis.

5) **Basis for adjustment**
   - ✓ Routine baseline adjustments
     a. Linear regression models will be used to adjust the baseline to reflect actual weather conditions. An equation, $y = m*x + b$, is derived for both fuel oil and specified electric consumption and demand.
   - ✓ Non-routine baseline adjustments
     a. Procedure to calculate any changes in items 3a-3f as indicated above. Either agreed engineering calculations or appropriate building energy simulations.

6) **Analysis Procedure**
   - ✓ Using the base equation as defined in the IPMVP,

Savings = (Baseline Energy – Reporting Period Energy) ± Routine Baseline Adjustments ± Non-Routine Baseline Adjustments

7) **Energy Prices:** Refer to Schedule C for utility rates being applied to the savings calculation shown above.

8) **Meter Specification:** Refer to Schedule C for a list of utility accounts and meters being analyzed.

9) **Monitoring Responsibilities:** RES and the client will outline roles and responsibilities associated with bill procurement, M&V reporting and project performance assurance at initial M&V kick-off meeting.

10) **Expected Accuracy:** Billing accuracy based on utility information provided. Balance point used for analysis will be 65 degrees Fahrenheit.

11) **Budget:** The first year cost is included in contract. Refer to Schedule C for annual fees.

12) **Report Format:** Quarterly reports and an annual report. Report outlines are geared to the needs of the Owner. Calculations will be made transparent and any data used will be available at the client's request.

13) **Quality Assurance:** RES Performance Assurance staff will perform the necessary client meetings and outline specific documentation requirements to ensure a successful energy efficiency project.

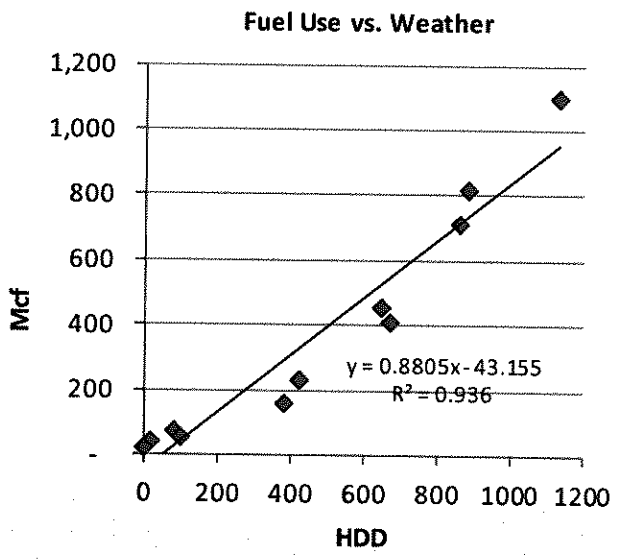
The next graphic outlines the natural gas usage analysis used for routine baseline adjustments.

Slope	0.8805	m
Constant	-43.15	b
R^2	0.94	

Baseline Values in Contract

Normalized Values

	x HDD	MCF	y MCF
JAN	1,131	1,101	**952**
FEB	887	813	**738**
MAR	649	455	**528**
APR	423	228	**329**
MAY	87	75	**33**
JUN	20	39	**(26)**
JUL	-	18	**(43)**
AUG	5	19	**(39)**
SEP	104	51	**48**
OCT	384	162	**295**
NOV	672	410	**548**
DEC	863	709	**717**
Totals	5,222	4,080	4,080



Schedule G: Construction and Installation Schedule

Introduction

The schedule provides milestone dates for construction and installation of the scope of work included in Schedule A of this contract. The project will reach completion by November 29, 2019. RES will require the entire building to be vacated during construction.

Purpose

The purpose of this schedule is to maintain a controlled work site with the highest possible quality of construction services. The schedule is structured to allow the project to begin on July 30, 2018 or as soon as Woodland Hills School District and RES execute the Guaranteed Energy Savings Agreement amendment and appropriate notices are received by RES. It is anticipated that all work will be substantially completed by November 1, 2019.

Construction Sequence

Given that this is a multiple prime contractor project, RES will contribute to and follow the baseline CPM schedule as developed by the Customer and the Construction Manager.

As the project approaches completion, RES will deliver as-built documentation, and operations and maintenance (O&M) documents to the District and schedule and facilitate training sessions for facilities personnel. RES will coordinate and schedule final inspections and acceptance by the Customer as each major component of the project is completed.

The following milestone schedule outlines milestones associated with the overall construction project.

Woodland Hills School District

Dickson Intermediate School - Additions and Renovations

Bid Phase & Construction Milestone Timeline

No.	Item	Date(s)
1	Finalize Site Utilization/Logistics Plan	05.17.18 - 05.18.18
2	Complete Drawings and Technical Specifications	05.18.18
3	Complete Front End Documents	05.18.18
4	Final Review of Documents	05.21.18 - 05.24.18
5	Solicitor Review of Front End Documents	05.21.18 - 05.24.18
6	RFP for Special Inspections issued	05.24.18
7	Release Documents for Bid	05.24.18
8	Pre-Bid Meeting (time/location TBD)	06.07.18
9	Receive Bids	06.21.18
10	Review Bids / Prepare Recommendations	06.22.18 - 06.28.18
11	Present Results and Recommendations to the Board	Late June/Early July 2018 (TBD)
12	Act on Bids	July 2018 (date TBD)
13	Issue Letter of Intent to Award	July 2018 (date TBD)
15	Issue Notices to Proceed	July 2018 (date TBD)
16	Start of Construction	07.30.18
17	Substantial Completion	11.01.19
18	Final Completion	11.29.19
19	School District Move-in	12.2.19 - 12.31.19

Schedule H: Start Up and Commissioning

Introduction

The purpose of this document is to communicate the process and scope for commissioning services associated with the project. Confidence in building performance is created by executing the commissioning plan contained herein.

The commissioning (Cx) process executes the testing necessary to verify the project design, contractor and vendor performance, and the baseline performance of the installed systems. This documentation verifies the use of proper construction processes and documents resultant system and building performance. These data provide a comparative basis for analysis of the building performance over time. The commissioning process is summarized as follows:

- Define desired performance criteria.
- Prove design compliance with performance criteria.
- Collect actual performance data.
- Distill results into useful information.
- Strategize optimal performance.
- Take action to achieve predictable results.
- Train the user.

Strategy

Commissioning is applied at various phases of construction from design to completion and operation. The scope is defined by identifying the systems to be commissioned, system functional testing, and integrated systems acceptance testing for each scope item.

Systems to be Commissioned

The following table summarizes the types of systems and specific equipment to be commissioned at part of this project.

TABLE: Summary of Systems to be Commissioned

System Type	Equipment
EEM 1: HVAC Improvements	
HVAC equipment	Hot water boilers, pumps, chiller, fan coil units, air handling units, VAV boxes, unit heaters, split-system A/C units, exhaust fans
EEM 2: DDC Control System	
New direct digital controls (DDC)	Any new DDC controllers associated with the new HVAC equipment and associated sequences of operation and schedules.

Roles and Responsibilities

Project team member roles and responsibilities for each process of the service are summarized in the table below. All phases of the process may not be applicable to each component of the project:

TABLE: Roles and Responsibilities during Commissioning Process

Cx Phase/Process	Roles, Responsibilities, & Work Products
Pre-Design	
Develop Cx Plan	*Commissioning Authority (CxA)* develops a Commissioning Plan.
Document Performance Criteria	*CxA* issues written guidelines for format and content of performance criteria. *Design Team* develops performance criteria. *CxA* reviews performance criteria and quantifies non-performance issues. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Design	
Engineering Analysis	During contract documents phase of design, *CxA* quantifies non-performance issues through preliminary and final reviews of design documents. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Specify Performance Testing Requirements	*CxA* develops System Pre-Functional & Functional Performance test plan, Integrated Systems Acceptance Test Plan, and supporting technical specifications. *Design Team* approves plans and technical specifications.
Construction	
Manage Performance Testing	*CxA* creates and manages critical path performance testing schedule. *Owner, Project Team* resolves non-performance issues quantified in the Project Issues List during performance testing.
Review Contractor Submittal Documentation	*Design Team* and *CxA* quantify non-performance issues through review of *Construction Team's* submittal documentation. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Develop Performance Testing Documentation	*CxA* develops Pre-Functional and Functional Performance Testing Manual(s) and Integrated System Acceptance Testing Manuals. *Design Team* approves manuals.
Pre-Functional & Functional Performance Testing	*CxA* quantifies non-performance issues by executing Pre-Functional and Functional Performance Testing.
Closeout	
Acceptance Performance Testing	*CxA* quantifies non-performance issues through execution of Integrated Systems Acceptance Performance Testing.
Review Contractor Closeout Documentation	*Design Team* and *CxA* quantify non-performance issues through review of *Construction Team's* closeout documentation. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Communicate Performance Testing Final Results	*Design Team* updates performance criteria. *CxA* develops Commissioning Report for approval by *Design Team*. Commissioning Report submitted to *Owner Team* by *CxA*.

Functional Performance Testing

Each system commissioned is subjected to a phased functional performance testing process that quantifies its performance relative to design intent. The following table summarizes each phase of Functional Performance Testing (FPT):

TABLE: Functional Performance Testing Phases

FPT Phase	Description
Pre-Functional Testing	Verify that equipment and components associated with a specific system have been provided per contract documents and function independent of each other per design intent.
System Functional Testing	Verify that the equipment and components associated with a specific system function together per design intent.
Testing, Adjusting, Balancing, & Optimization	Measure, adjust, and document terminal equipment flow rates to attain design intent flows. Document performance and capacity of terminal and central equipment. Optimize system set points to minimize resource demand and consumption.
Training	Communicate system programming, design intent, and sequence of operations to Operations and Maintenance staff responsible for system performance. As required, augment communication with equipment or component factory training.

Functional Performance Testing is further explained in the following table.

TABLE: Summary of Functional Performance Tests

Description	Methods/Criteria
Pre-Functional Testing	
Equipment Verification	Visually inspect all equipment and components comprising the system. Verify consistency between specified, submitted, and installed equipment.
Installation Verification	Visually inspect all equipment and components comprising the system and verify installation per contract documents, maintainability, and operational availability.
Operation Verification	Test all equipment and components comprising the system to verify that their independent performance complies with design intent. Examples are duct leakage testing, pipe leakage testing, piping flushing, system controls startup, vendor equipment startup, etc.
System Functional Testing	
Fail Safe Functions	Test performance of each control function dedicated to "fail safe" system operation.
Equipment Protection, Interlocks, and Life Safety Interface	Test performance of each control function dedicated to protecting system equipment, interfacing with life safety system(s), and interlocking operation of system equipment and components.

Schedule H: Start Up and Commissioning

Description	Methods/Criteria
Functions	
Hardware	Test performance of each system's controls device (e.g., Equipment Enable/Disable, Start/Stop, and Step, Equipment Modulation, Modulating Components, Step Components, Analog Sensors, Digital Sensors, etc.).
Schedule/Mode Switch Control Functions	Test performance of each control function dedicated to time scheduling, staging of the system mode, or staging of equipment and components. Examples of these control functions are optimal start/stop, occupied/unoccupied operation, automatic equipment alternation, etc.
Basic Control Functions	Test performance of each control function required for system operation. Examples of these control functions are: AHU discharge temperature control, AHU discharge static pressure control, hydronic system differential pressure control, etc.
Advanced Control Functions	Test performance of each control function included to optimize a system, but not required for system operation. Examples of these control functions are AHU discharge temperature reset, hydronic system temperature reset, etc.
Failures & Alarms Control Functions	Test performance of each control function dedicated to system failure and alarming.
Set points and/or Configuration	Verify system controls set points and/or configuration parameters (i.e. Verify set points and configuration parameters for fan-powered terminal unit).
Graphical User Interface	Test performance of system graphical user interface.
Testing, Adjusting, Balancing, & Optimization	
Measurement devices	Calibrate measurement devices (i.e., terminal unit primary airflow measurement stations, hydronic flow measurement stations, etc.)
Proportional Balance	Proportion airflow or hydronic flow to the identified system's terminal devices (e.g., grilles, registers, diffusers, coils, etc.) per contract documents.
Distribution Equipment Performance	Measure performance of distribution equipment (e.g., fans, pumps, etc.).
Production Equipment Performance	Measure performance of production equipment (e.g., boilers, chillers, cooling towers, etc.).
Heat Transfer Equipment Performance	Measure performance of heat transfer equipment (e.g., heat exchangers, coils, etc.).
Optimum set point(s)	Optimize set points (e.g., AHU discharge static pressure set point, hydronic system differential pressure, etc.) to minimize resource consumption and/or demand.
Training	
Design Intent	Summarize how the system is designed and operated to comply with the facility's Operational Intent.

Description	Methods/Criteria
Sequence of Operations	Summarize how the system is automated to comply with the facility's Operational Intent.
Equipment or Component Training	Provide specified vendor training for key equipment and components.

Industry Standards and Guidelines Utilized

Commissioning services are provided utilizing the following industry standards and guidelines:

- **ASHRAE Guideline 0-2013 – The Commissioning Process**
- **ASHRAE Standard 202-2013 – Commissioning Process for Buildings and Systems**
- **U.S. Green Building Council**
  - Leadership in Energy & Environmental Design (LEED) GreenBuilding Rating System
- **Building Commissioning Association**
  - Building Commissioning Attributes
- **California Commissioning Collaborative**
  - California Commissioning Guide: Existing Buildings
- **Portland Energy Conservation, Inc. (PECI)**
  - Model Commissioning Plan and Guide Specifications - 2005

Comfort Standards - Indoor

The interior occupant space conditions (temperature and humidity) will conform to industry-standard practices of the HVAC industry as set-forth by ASHRAE in the publication entitled, *ASHRAE Standard 55-2013: Thermal Environmental Conditions for Human Occupancy.*

It is important to note that because of individual differences and personal preferences pertaining to comfort, the standard is designed to accommodate a minimum of 80% of the occupants. Comfort is a function of both indoor dry-bulb temperature and relative humidity. The following table and corresponding figure summarize acceptable indoor comfort conditions.

Relative Humidity	Winter Temperature (indoor)	Summer Temperature (indoor)
30%	68.5°F to 73.5°F	75.0°F to 80.0°F
40%	68.0°F to 73.5°F	74.5°F to 80.0°F
50%	68.0°F to 73.5°F	74.0°F to 79.0°F
60%	67.5°F to 72.0°F	74.0°F to 78.5°F

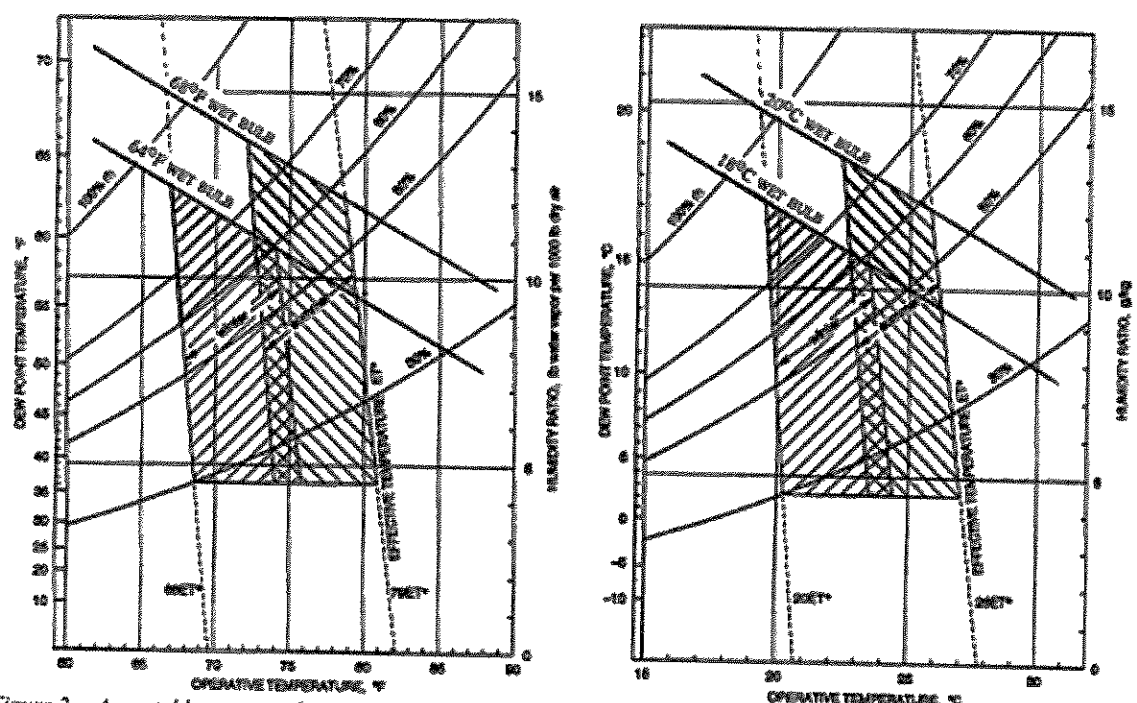


Figure 2 *Acceptable ranges of operative temperature and humidity for people in typical summer and winter clothing during light, primarily sedentary activity (≤1.2 met). The operative temperature ranges are based on a 10% dissatisfaction criterion.*

ANSI/ASHRAE Standard 55 – Acceptable Temperature Ranges for Winter and Summer Operation

Schedule I: Standards of Comfort

A set point of 76°F will be utilized for cooling with a +/- of 2°F the local thermostat allowing the **minimum cooling occupied temperature to be 74°F** in the cooling mode. A set point of 70°F will be utilized for heating with a +/- of 2°F at the local thermostat allowing the **maximum heating occupied temperature to be 72°F**. Night setback will be adjusted such that indoor comfort levels can be established by the start of the occupied hours.

Building Schedules and Set Points

Operating schedules and room temperature set points the major space usage types are provided below. These schedules and set points were used for baseline energy usage analysis and savings calculations. Any variance from these parameters may necessitate baseline adjustments.

Main Session – Refer to School Calendar for Exact Dates

Space Type	Hours		Occupied Set Points		Unoccupied Set Points	
	Occupied	Unoccupied	Heating	Cooling	Heating	Cooling
Office Areas	M-F: 7-4	Wkd./Hol.	70	76	60	85
Classrooms	M-F: 7-4	Wkd./Hol.	70	76	60	85
Cafeteria	M-F: 7-4	Wkd./Hol.	68	76	60	85
Library	M-F: 7-4	Wkd./Hol.	68	74	60	80
Gymnasium/LGI	M-F: 7-4	Wkd./Hol.	68	76	60	85
Hallways	M-F: 7-4	Wkd./Hol.	68		60	
Storage areas	M-F: 7-4	Wkd./Hol.	65		60	

Summer Session – Refer to School Calendar for Exact Dates

Space Type	Hours		Occupied Set Points		Unoccupied Set Points	
	Occupied	Unoccupied	Heating	Cooling	Heating	Cooling
Office Areas	M-F: 8-3	Wkd./Hol.		76		85
Classrooms		Weekday/Wkd./Hol.				85
Cafeteria		Weekday/Wkd./Hol.				85
Library		Weekday/Wkd./Hol.				80
Gymnasium/LGI		Weekday/Wkd./Hol.				
Hallways		Wkd./Hol.				
Storage areas		Weekday/Wkd./Hol.				

School Calendar

The school calendar provided on the following page identifies Main Session and Summer Session occupied, weekend and holiday days for the 2018-2019 school year. Each successive performance year shall assume the same number of day types as reflected in this calendar.

Woodland Hills School District 2018-19 Calendar

1/31/18

July 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018

Su	Mo	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	NTO	NTO	18
19	NTO	▣	□	□	◆	25
26	27	28	29	30	31	

September 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	●	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	▣	◆	29
30						

October 2018

Sun	Mo	Tue	We	Thu	Fri	Sat
	1	2	3	4	5	6
7	▣	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	X	□	10
11	12	13	14	15	16	17
18	19	20	*	●	●	24
25	●	27	28	29	30	

December 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	*	22
23	●	●	●	●	●	29
30	●					

January 2019

Sun	Mo	Tue	We	Thu	Fri	Sat
		●	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	●	22	23	24	25	26
27	28	29	30	31		

February 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	X	□	16
17	⊛	19	20	21	22	23
24	25	26	27	28		

March 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	▣	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	*	⊛	●	●	20
21	▣	⊛	24	25	26	27
28	29	30				

May 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	●	28	29	30	31	

June 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	*	8
9	◆	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Schedule of Events

August 16,17,20	New Teacher Orientation
August 21	Opening Day (8:00AM-1:00PM)
August 22, 23	In-Service Day (8:00AM-3:30PM)
August 24	Clerical—Kindergarten Orientation
August 27	First Day for Students
September 3	Labor Day
September 27	In-Service Day (8:00AM-1:00PM)
September 28	Clerical
October 8	In-Service Day (8:00AM-1:00 PM)
November 8	Parent/Teacher Conference - Act 80 Day
November 9	In-Service Day (8:00AM-3:30PM)
November 21	Early Dismissal for Students
November 22-26	Thanksgiving Holiday
December 21	Early Dismissal for Students
December 24-January 1	Winter Break
January 21	Martin Luther King, Jr. Holiday
February 14	Parent/Teacher Conference—Act 80 Day
February 15	In-Service Day (8:00AM — 3:30PM)
February 18	Presidents' Day—Snow Make Up
March 15	In-Service (8:00AM—1:00PM)
April 16	Early Dismissal for Students
April 17 -	Snow Make Up (Spring Break)
April 18—19	Spring Break
April 22	In-Service (8:00AM —1:00PM)
April 23	Snow Make Up
May 27	Memorial Day
June 7	Last Day for Students (Early Dismissal) Graduation
June 10	Clerical Day

Open House Schedule

September 25
Intermediate

September 26
Academy/Edgewood/Wilkins

September 27
Jr./Sr. High School/Rankin

Parent/Teacher Conferences
(Act 80 Days)
November 8 and February 14
9:00AM-4:30PM
(Students do not report)

February 18, April 17 and April 23, 2019 are designated as snow days.
Additional snow days will be made up at the end of the school year.

Monthly Total of Days

Teacher		Student
9	August	5
19	September	17
23	October	22
19	November	18
15	December	15
21	January	21
19	February	18
21	March	20
18	April	17
22	May	22
6	June	5
192		180

*Act 80 Days are counted as student days

Codes

- ● No School
- □ In-service: All Day
- ▣ In-service: 8am -1pm Teachers only
- ◆ Clerical Day
- X Parent/Teacher Conferences (K-12) (Act 80)
- ⊛ Snow Day
- * Early Dismissal for Students
- NTO New Teacher Orientation

Schedule J: Maintenance Responsibilities

RES will provide maintenance schedules, checklists and training necessary for the Customer to properly execute all maintenance activities for equipment installed under this Agreement.

Maintenance Responsibilities

RES will provide training for systems and equipment installed as part of the Guaranteed Energy Savings Agreement. RES will either conduct or arrange for this equipment training utilizing RES personnel, equipment vendors and subcontractors to provide the proper level of training for the type of training requested. The Customer will be asked to provide a list of those individuals that should receive training and to assist RES in notifying these individuals. The Customer will provide, as needed, any required meeting space.

Each training opportunity will be tailored to the needs of the Customer needs and can be geared toward maintenance training or building user training. The goal is to avoid maintenance or end user frustration in dealing with systems that are foreign to the present facilities infrastructure.

Maintenance, repair, and timely replacement of mechanical systems are integral to achieving equipment performance and obtaining long-term energy savings. The element and responsibilities for equipment maintenance are summarized as follows:

- ***Preventive Maintenance:*** Provide standard equipment and component maintenance to prevent degradation of fundamental building systems performance. Examples include inspection, lubrication, testing, and adjustment. All preventative maintenance will be performed by the Customer. RES will provide the Customer with a preventative maintenance best practices plan summarizing the type and frequency of maintenance activities recommended by the manufacturer.
- ***Planned Replacement:*** Replacement or major rebuild of equipment and components will be required near the end of the economic useful life of the equipment, which will vary for each system. All planned replacement will be performed by the Customer.
- ***Corrective Maintenance:*** Repairs and/or adjustment of equipment and components to correct non-performance discovered during the execution of preventive and/or responsive maintenance. RES will provide corrective maintenance that is a direct result of a warranty issue for equipment installed under this agreement during the warranty period. All corrective maintenance on equipment failure that is not caused by a warranty issue, existing equipment, and maintenance required following the warranty period will be performed by the Customer.
- ***Responsive Maintenance:*** On call response to non-performance of systems, equipment, and components. Typically, response is provided within a time frame that is dependent upon the severity of the issue. Priority response levels are determined by the critical nature of systems, equipment, and components. RES will be responsible for providing responsive maintenance that is a direct result of a warranty issue for equipment installed under this GESA during the warranty period. All responsive maintenance on equipment failures that were not caused by a warranty issue, existing equipment, and maintenance required following the warranty period will be performed by the Customer.

Warranty Summary

All equipment installed as part of this Guaranteed Energy Savings Project will be covered by a one-year warranty from the date of EEM completion, equipment startup and beneficial use by the Owner. Where new equipment is added to existing equipment or systems, only the new equipment will carry this one-year warranty. An equipment list will be prepared as part of the Operation and Maintenance (O&M) Manual for each EEM at project closeout which will detail all warranty dates including any manufacturers' warranties which exceed this one-year period. This document will also include any specific service details which might be required to keep these warranties in force. The fields will be completed at close-out to provide a quick reference for the overall warranty information for the project. Additionally, RES will provide manufacturer's warranty certificates for equipment which is warranted beyond the one-year construction warranty period. Final versions of these documents will be provided at project closeout both as part of the individual O&M manuals and as an insert to this document for a centralized record of warranty information.

Exhibit I: Performance Bond/Construction

Performance Bond/Construction Bond

"The payment and performance bond provided by the ESCO shall specifically exclude coverage for those portions of the Guaranteed Energy Services Agreement and/or Energy Services Agreement Addendum pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives and any other clauses which do not relate specifically to construction or construction management and supervision of work for purchasing and installing of ESCO Equipment, or for work to be accomplished by the Owner."

RES will bond all construction work including Hard Cost, Contingency, Construction Management/ Project Management, and associated OH&P.

Upon execution of the *Guaranteed Energy Savings Agreement* by the District, the original Payment and Performance Bond will be provided to the Owner for inclusion in this Exhibit.

Exhibit II: Certificate of Acceptance

Certificate of Acceptance

Upon the installation and owner acceptance of equipment, Woodland Hills School District will issue a *Certificate of Acceptance – Installed Equipment* to RES for inclusion in this section.

Exhibit III: Certificates of Insurance

Certificates of Insurance

A *Certificate of Professional Liability Insurance* listing Woodland Hills School District as the certificate holder is attached. A *Certificate of General Liability Insurance* listing Woodland Hills School District as an additional insured is also attached.

April 4, 2019

Mr. Michael A. Gigliotti
Business Manager/Board Secretary
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104

RE: Woodland Hills School District
Phase 1 Energy Renovations
RES Project No. 18-9143
Amendment No. 3

Dear Mr. Gigliotti:

Enclosed please find one (1) fully executed Amendment No. 3 to the Guaranteed Energy Savings Agreement between Woodland Hills School District and Reynolds Energy Services, Inc. Also enclosed is a current Certificate of Insurance. The bond rider has been requested and will be forwarded upon receipt.

Should you have any questions, please contact me. Thank you.

Sincerely,

REYNOLDS ENERGY SERVICES, INC.

Sheri L. Fuller
Project Coordinator

Attachments (Amendments)

CC: Project File 101A
Corporate Contract File (Copy)
Michael Conchilla, RES (E Copy)
Roshelle Fennell, RES (E Copy)
Nik Kindya, RES (E Copy)
Jerry Brandt, RES (E Copy)
Brent Werner, RES (E Copy)
Lucas Hostetler, RES (E Copy)

3300 North Third Street, Harrisburg, PA 17110
Phone: 717-238-5737 Fax: 717-238-9410
www.reynoldssolutions.com

AMENDMENT NO. 3
WOODLAND HILLS SCHOOL DISTRICT

THIS AMENDMENT is made and entered into this 20th day of February, 2019, by and between the **WOODLAND HILLS SCHOOL DISTRICT**, whose principal place of business is located at 531 Jones Avenue, North Braddock, PA 15104 (hereinafter termed "WHSD"), and **REYNOLDS ENERGY SERVICES, INC.**, whose principal place of business is located at 3300 North Third Street, Harrisburg, Pennsylvania 17110 (hereinafter termed "RES"), amends the Guaranteed Energy Savings Agreement, as amended (hereinafter termed "GESA") entered into by the parties on the 15th day of March, 2017.

SCOPE OF SERVICES

The GESA Scope of Services is hereby amended, as follows:

Provide HVAC, electrical, plumbing and architectural work at Woodland Hills Junior/Senior High School, located at 2550 Greensburg Pike, Pittsburgh, PA 15221, with scope of work, costs and savings as described in the following schedules:

SCHEDULE A: SCOPE OF WORK
SCHEDULE B: PROJECT COSTS AND CASH FLOW ANALYSIS
SCHEDULE C: ENERGY SAVINGS GUARANTEE
SCHEDULE D: COMPENSATION TO RES
SCHEDULE E: BASELINE ENERGY CONSUMPTION
SCHEDULE F: SAVINGS MEASUREMENT & VERIFICATION
SCHEDULE G: CONSTRUCTION AND INSTALLATION SCHEDULE
SCHEDULE H: SYSTEM START-UP AND COMMISSIONING
SCHEDULE I: STANDARDS OF COMFORT
SCHEDULE J: MAINTENANCE RESPONSIBILITIES

EXHIBIT I: PERFORMANCE & PAYMENT CONSTRUCTION BONDS
Payment and performance bonds will be updated to reflect the construction cost of this amendment

EXHIBIT II: CERTIFICATE OF ACCEPTANCE – INSTALLED EQUIPMENT
To be updated to include the work of this amendment

EXHIBIT III: CERTIFICATE OF INSURANCE
An updated certificate of insurance will be provided

CONTRACT SUM / AMENDMENT COST

The Contract Sum prior to the execution of this Amendment No. 3 is **$6,995,612.00.**

The total cost of this Amendment No. 3 is an **add** of **$23,620,358.00**

Upon execution of this Amendment No. 3, the revised Contract Sum shall be **$ 30,615,970.00.**

AMENDMENT NO. 3
WOODLAND HILLS SCHOOL DISTRICT

OTHER TERMS & CONDITIONS

Other buildings eligible for Guaranteed Energy Savings Work under the Base Agreement may be added, by amendment, only at the sole discretion of WHSD. Nothing in the Base Agreement or this Amendment shall obligate the WHSD to undertake GESA projects in the other eligible buildings.

The Scope of Services in this amendment is in addition to the Scopes of Services procured through the Base Guaranteed Energy Savings Agreement including Amendment No. 1 and Amendment No. 2.

Performance and Payment Bonds will be adjusted appropriately for the construction value of this amendment.

All other terms and conditions included in the GESA, executed on March 15, 2017, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

WOODLAND HILLS SCHOOL DISTRICT

(Signature)

Jamie Glasser

(Name/Title)

Board President

REYNOLDS ENERGY SERVICES, INC.

(Signature)

Richard A. Evans, President

(Name/Title)

FIRE PROTECTION SCOPE OF WORK

1. Provide a fire protection system in Phase 1. Provide a complete wet pipe combined sprinkler/standpipe (Class I - Manual Wet) system in accordance with NFPA Standards 13-2016 and 24-2016, 2015 IBC and 2015 IFC.
2. Provide a new fire line from Braddock Road through a new meter pit to the building. The fire line will run to a new Fire Sprinkler Room in Storage 106 near the auditorium.
3. The building will be divided into eight sprinkler zones that will be fed from the new Fire Sprinkler Room. Phase 1 work will include Zones 1-1 through 1-4. Additionally, Zone 2-1, which has an existing sprinkler system feed from the domestic water system in the basement maintenance area, will be refed with a new express line. The existing Zone 2-1 zone valve and sprinkler piping system will remain unchanged in Phase 1. The sprinkler piping in Zone 2-1 will be replaced in Phase 2.
4. Provide Zone Valves 1-1 and 1-2 in Stair C-S1-2. Provide Zone Valves 1-3 and 1-4 in Stair E-S1-1.
5. Piping Mains will be Schedule 10 grooved steel pipe with grooved fittings and welded outlets. Branch lines smaller than 2 inches will be Schedule 40 threaded steel pipe and malleable fittings.
6. Educational areas that will be sprinklered including classrooms, offices, corridors and toilet rooms will be classified as Light Hazard.
7. Areas of the building classified as Ordinary Hazard (Group 1) will include all mechanical rooms, laundry rooms, janitor and storage rooms. Within an Ordinary Hazard (Group 1) occupancy, combustibility is low, quantity of combustibles is moderate, stockpiles of combustibles do not exceed a height of 8 feet, and fires with moderate rates of heat release are expected. Flammable and combustible liquids shall be nonexistent, or very limited and stored within a listed and vented flammable storage cabinet. Phase 2 will include other ordinary hazard classification areas (Group 1 and Group 2) including kitchen, cafeteria, and food service areas, garage areas and stage.
8. All upright sprinkler heads including heads in mechanical and electrical rooms, laundry rooms, janitor and storage rooms, Competition Gym, Auxiliary Gym, Fitness Room C201, Weight Room C202, and Wrestling Room D201 shall be provided with head guards.
9. Remove all dry chemical extinguishing systems located in first and second floor storage rooms within the Phase 1 areas where new fire protection sprinklers are provided.

Clarifications and Exclusions:

1. No fire pump is included (nor required).
2. Dry pendent sprinklers serving refrigerated spaces will be installed in Phase 2.
3. The only work in the Phase 2 area of the building that is included in Phase 1 work is where the fire service line enters the building in the new Fire Sprinkler Room, the main fire protection riser, the express mains that extend from the new Fire Sprinkler Room to their respective zones

1-1 through 1-4 and 2-1 as described. All other fire protection sprinkler piping and related equipment will be installed as part of Phase 2.

PLUMBING SCOPE OF WORK

1. Provide a new domestic water main from Braddock Road through a new meter pit to the building. The water main will enter the building where the existing water service enters the building (in the crawl space near the auditorium). Provide a new duplex pressure reducing valve assembly.
2. In the existing Natatorium locker rooms, cut, cap, and secure water lines to make safe for demolition of plumbing piping and fixtures.
3. In the locker rooms where showers will be re-worked, remove the existing shower equipment, coverings, piping, valves, and supports and prepare the shower area for new shower fixtures. Cut the floor to remove the existing floor drains and prepare existing under floor sanitary lines to connect to new floor drains.
4. Domestic water system:
    a. Provide new hot water, hot water return, and cold-water mains to serve the Phase 1 area.
    b. Provide new domestic lines in the boiler room to service the new hot water heating system. Extend hot water lines from the water heaters to the new hot water storage tank. Provide new circulation pumps. Connect new domestic hot water lines from the new storage tank to the existing hot water distribution system. Provide flue gas venting.
    c. Provide make up water for the boiler room equipment.
    d. Provide a new hot water heating system to serve the locker room area. Extend hot water lines from the water heaters to the new hot water storage tank. Provide new circulation pumps. Connect new domestic hot water lines from the new storage tank to the existing hot water distribution system. Provide flue gas venting.
    e. For the gang bathroom group near the cafeteria, provide new hot and cold-water lines to the connection point in the crawl space. Existing gang bathroom domestic water lines will be reused. Fixtures in this gang bathroom will be replaced.
    f. For the Boys Locker Room (C112 and adjacent rooms) and Girls Locker Room (C108 and adjacent rooms), provide new hot and cold-water lines to the connection point above the existing ceiling. Existing gang locker room domestic water lines will be reused.
    g. Provide new hot and cold-water supply piping to the new shower locations in the locker rooms.
    h. Provide new hot and cold-water supply piping to the new fixtures in the new Natatorium locker room.
    i. Provide new hot and cold-water supply piping to the new fixtures as indicated for the new gang bathrooms adjacent to the new Weight Room.
    j. Provide new point-of-use thermostatic mixing valves at plumbing fixtures where required.

   k. Replace exterior wall hydrants in the Phase 1 work area.
5. New sanitary sewer and vent lines:
   a. Provide new sanitary and vent piping serving the new Natatorium locker room plumbing fixtures.
   b. Provide new sanitary and vent piping serving new plumbing fixtures for the new gang bathrooms adjacent to the new Weight Room.
   c. For the gang bathroom group near the cafeteria, provide new sanitary lines.
   d. Provide new floor drains and sanitary lines serving the new shower layout in the locker rooms. Cut floor and excavate to install new sanitary drains and vent.
6. Roof and storm drain system:
   a. Provide new roof drains and connect to the existing storm drain piping.
   b. Provide new overflow drains. Provide new storm drain piping. Provide downspout nozzles for secondary drain discharge that will be installed through the exterior masonry façade of the building.
7. Natural gas system:
   a. Provide new gas service line from Braddock Road to a new meter location across the road from the existing natural gas piping entrance to the building. Remove the regulation station at the existing service entrance.
   b. In the boiler room, provide new gas piping to boilers and the new hot water heater.
   c. For the new water heater serving the locker room area, provide new gas piping.
   d. Modify and extend the gas line in the existing laundry room to the new water heater and existing, relocated dryer.
   e. Extend a new gas line to the new laundry area. Connect to the new water heater and new dryer.
8. Laundry rooms:
   a. Existing laundry room: Provide new hot and cold-water piping to the relocated existing extraction washer. Provide new drain from washer to a new trench drain. Provide new gas piping to the relocated gas dryer. Replace the hot water heater with a new gas-fire hot water heater. Provide new combustion vent through the roof.
   b. New laundry room: Provide new hot and cold-water piping to the new extraction washer. Provide a new drain from the washer to a new trench drain. Provide new gas piping to the new gas dryer. Replace the hot water heater with a new gas-fire hot water heater. Provide new combustion vent through the roof.

<u>Clarifications and Exclusions:</u>

1. No work is included in classrooms including standard and science classrooms, kitchen and food service areas, bathrooms other than in Phase 1.
2. Water coolers will be replaced as part of Phase 2.

CERTIFICATE OF LIABILITY INSURANCE

3/1/2020

DATE (MM/DD/YYYY): 3/25/2019

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).

PRODUCER
Lockton Companies
76 Batterson Park Road
Farmington CT 06032
860-678-4000

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURED
1457702
Reynolds Energy Services, Inc.
3300 N Third Street
Harrisburg PA 17110

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Executive Risk Indemnity Inc.	35181
INSURER B : Federal Insurance Company	20281
INSURER C : Travelers Property Casualty Co of America	25674
INSURER D : Tokio Marine Specialty Insurance Company	23850
INSURER E :	
INSURER F :	

COVERAGES IESER01NE **CERTIFICATE NUMBER:** 15978045 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	N	Y	54309404	3/1/2019	3/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	N	54309403	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 10,000	Y	Y	ZUP-31M93721-19-NF	3/1/2019	3/1/2020	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	54309405	3/1/2019	3/1/2020	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractor's Poll/Prof Liability	N	N	PPK1949375	3/1/2019	3/1/2020	$5M Each Occ/$10M Agg $25K SIR	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
: Project No. 18-9143 – Woodland Hills School District, JC Pierce, LLC and its consultant, the clerk of works and the PSBA Insurance Trust are additional insured as respects to general, auto & umbrella liability when required by written contract. Waiver of Subrogation applies to general, auto & umbrella liability & workers compensation when required by written contract agreed to prior to loss. Coverage applies on a Primary and Non-contributory basis as per policy language when required by written contract prior to a loss

CERTIFICATE HOLDER

15978045
Woodland Hills School District
531 Jones Avenue
North Braddock PA 15104

CANCELLATION See Attachment

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

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Bailee Coverage:

Policy Number: UM00062046MA19A
Effective Date: 03/01/2018 - 03/01/2020
Insurer: XL Specialty Insurance Company
Limit: $250,000

HEATING, VENTILATION & AIR-CONDITIONING (HVAC) SCOPE OF WORK

1. The HVAC systems will be installed to serve the Phase 1 work areas. Central systems such as the boiler plant and chiller plant will have the capacity to serve the entire school, though partial installation of these central systems may occur in Phase 1 with the balance of work occurring in Phase 2.
2. The existing steam system will remain operational for the Phase 2 work area. One steam boiler will be removed in Phase 1 (B-3) including associated gas burner, draft fan, steam and condensate piping, gas piping, vent piping, valves, hangers, insulation, all associated controls devices, controls wiring and conduit, pneumatic piping and devices while maintaining operation of two existing steam boilers (B-1 and B-2) and associated boiler feed system. The condensate return pumping systems in the boiler room shall remain in service. Steam and condensate piping will be disconnected from the HVAC equipment removed from service in Phase 1. For the 2019-2020 heating season, redundant steam boilers will be available for heating season operation.
3. Chilled water system: A new chilled water system will be installed. Initially it will only serve equipment requiring chilled water installed in Phase 1. It will be expanded in Phase 2.
    a. Provide two (2) new nominal 200-ton air-cooled chillers located on new chiller pads near the basement loading dock. Each chiller will have a dedicated set of duplex pumps. Two main chiller pumps will be installed in Phase 1 and a third chilled water pump will be installed in Phase 2. Provide expansion tanks as required. The primary and secondary chilled water loops will be separated with a combination hydraulic separator/air eliminator/dirt separator.
    b. Provide new insulated chilled water piping between the chillers, pumps, and terminal equipment in the Phase 1 work area. Chilled water piping will be run to new equipment including fan coil units and air handling units that use chilled water for cooling.
    c. Freeze protection for outdoor chilled water piping will include electric heat trace for the evaporator bundles and outdoor piping. At low outdoor temperatures, the primary pumps will also cycle for water circulation.
4. Hot water system: A new hot water system will be installed.
    a. Provide two (2) new 5,000 MBH, gas-fired hot water boilers in Phase 1. A third matching boiler will be installed in Phase 2. Each boiler will have a circulation pump that connects to a new hot water header. Two new main hot water pumps will be installed in Phase 1 and a third hot water pump will be installed in Phase 2. Provide expansion tanks as required. The primary and secondary hot water heating loops will be separated with a combination hydraulic separator/air eliminator/dirt separator.
    b. Provide new insulated hot water piping between the boilers, pumps, and terminal equipment in the Phase 1 work area. Hot water piping will be run to new equipment including rooftop dehumidification air handling units, packaged rooftop units, natatorium dehumidification air handling units, variable air volume boxes with heating

coils, duct-mounted heating coils, unit ventilators, fan coil units, air handling units, cabinet unit heaters, and unit heaters that use hot water for heating. Equipment heating coils will be designed for a hot water supply temperature of 140°F to operate the boilers at condensing temperatures for optimal efficiency (hot water return temperatures less than 120°F).

5. Ductwork
    a. Supply and return air ductwork shall be galvanized steel of minimum 2-inch water gauge pressure class for mains (3-inch water gauge for VAV supply ductwork upstream of VAV boxes), and minimum 1-inch water gauge pressure class for branches. All ductwork shall be constructed, installed, and sealed in accordance with the 2012 edition of "HVAC Duct Construction Standards – Metal and Flexible," published by SMANCA.
    b. Ductwork will be fabricated from galvanized steel except that aluminum will be used for the new Natatorium and Pool Locker Rooms.
    c. Duct systems will be provided with external insulation. HVAC duct insulation minimum R-value and thickness shall be in accordance with the International Mechanical Code. Lined ductwork will not be used for new duct systems.
6. Dedicated Outdoor Air Systems (DOAS)
    a. Roof-mounted dedicated outdoor air handling systems will serve classroom spaces. Since the DOAS units will operate with 100% outside air during the occupied period, an air-to-air energy recovery wheel will preheat the outside air. During summer operation, the energy recovery wheel will pre-cool the outside air. Each unit will deliver ventilation supply air at space neutral conditions (maximum 62°F dewpoint temperature; 65°F to 75°F dry bulb temperature). Each unit will also have the capability to provide unoccupied period dehumidification operating in a recirculated air mode. Each unit shall include the following components:
        i. Double wall construction
        ii. Direct drive, backward curved, plenum supply and exhaust fans with variable frequency drives and premium efficiency motors
        iii. Packaged refrigeration system fully charged with R-410A refrigerant including compressors, evaporator coils, hot gas reheat coils, air-cooled condenser coils, and condenser fans
        iv. Air-to-air energy recovery wheel for sensible and latent energy transfer between the exhaust and supply air streams
        v. Variable capacity scroll compressor on the lead refrigeration circuit
        vi. Hot gas reheat coil with modulating valve on the lead refrigeration circuit for dehumidification mode of operation
        vii. DX Cooling coil with double sloped stainless-steel drain pan
        viii. Hot water heating coil with an in-line freeze protection pump
        ix. 2-inch thick, MERV-8 pleated air filters

7. Classrooms: Each classroom will have a dedicated fan coil unit with separate chilled water and hot water heating coils connected to the building 4-pipe system. The units shall operate with 100% return air and not have motor operated dampers. The supply fans shall have ECM motors and be controlled for variable air volume single zone operation.
8. Media Center
    a. The HVAC equipment installed in 2012 that serves the Media Center will remain with modifications for the new hot water system. This equipment includes:
        i. A new dedicated outside air unit will be provided to serve the Media Center and nearby classrooms.
        ii. Existing finned tube radiation installed nearly 360-degrees around the Media Center perimeter will be changed over to hot water operation.
        iii. VRF System: The existing Mitsubishi Electric City-Multi VRF System includes 17 indoor ceiling mounted cooling / heating fan coil units and a pair of roof-mounted City-Multi condensing units will remain in service now and through Phase 2.
9. Competition Gymnasium
    a. The existing indoor heating and ventilating air handling units will be removed. The four existing roof-mounted gym exhaust fans will be removed. The gymnasium ductwork will be cleaned and reused.
    b. Two new packaged rooftop units will be installed on the roof. These units include DX cooling, hot water heating, energy recovery wheels, and will utilize space CO_2 measurement for demand control ventilation. Each system will be configured for variable-air-volume air distribution and a stable supply air system dew point temperature during cooling season to promote humidity control.
        i. Double wall construction
        ii. Direct drive, backward curved, plenum supply and exhaust fans with variable frequency drives and premium efficiency motors
        iii. Packaged refrigeration system fully charged with R-410A refrigerant including compressors, evaporator coils, hot gas reheat coils, air-cooled condenser coils, and condenser fans
        iv. Air-to-air energy recovery wheel for sensible and latent energy transfer between the exhaust and supply air streams
        v. Variable capacity scroll compressor on the lead refrigeration circuit
        vi. Hot gas reheat coil with modulating valve on the lead refrigeration circuit for dehumidification mode of operation
        vii. DX Cooling coil with double sloped stainless-steel drain pan
        viii. 2-inch thick, MERV-8 pleated air filters
        ix. Motor operated outside air and return air dampers and barometric exhaust air dampers

10. Auxiliary Gymnasium
    a. The three existing air handling units will be removed.
    b. Two new suspended air handling units with 2-pipe heating/cooling coils will be installed. The units will operate with 100% return air unless conditions are suitable for airside economizer cooling. A third unit will be a roof-mounted DOAS unit with DX cooling that will operate based on space CO_2 measurement for demand control ventilation.
    c. Provide new ductwork.
11. Gymnasium Locker Rooms
    a. New unit ventilators with hot water coils will replace the existing unit ventilators. A dedicated outside air system will provide ventilation air to the unit ventilators and provide exhaust from the adjacent shower rooms. The DOAS unit will provide pre-conditioned outside air and provide humidity control for the locker rooms.
12. Athletic Offices will be served by ductless split systems.
13. Natatorium and Pool Locker Rooms
    a. Remove the two existing indoor dehumidification units with remote outdoor air-cooled condensers serve that the pool.
    b. Provide two new pool dehumidification systems to serve the Natatorium. Provide new refrigerant piping. Extend and connect pool heat recovery and condensate piping to the new units. Heat recovery from the dehumidifier's refrigeration system will be used to transfer heat to the pool water. Recovered energy can also be directed to a hot gas reheat coil in the supply airstream or an outdoor condenser. Extend existing ductwork to the new units. New ductwork and new diffusers will be aluminum. Provide limited ductwork modifications. The new system will maintain the pool air temperature at approximately 84°F, or 2 to 4°F above the water temperature and maintain the pool air relative humidity between 50% and 60%.
    c. Provide two levels of outdoor ventilation air during occupied periods corresponding with "normal" and "event" modes. The additional outdoor airflow required for the "event" mode will be supplied with a dedicated outdoor air system serving the spectator area and only activated during special events.
    d. Provide a new roof-mounted DOAS unit to serve the Natatorium seating area and the pool locker rooms. The Natatorium seating area will receive supply (ventilation) air only during "event" mode. The pool locker rooms will be heated, cooled, and dehumidified as needed from the dedicated outside air system. Exhaust will also be connected to the dedicated outside air system.
14. Wrestling Room will be served by a new rooftop unit similar to the rooftop unit used in Competition Gym.
15. Heated-only areas such as stairwells, corridors, and vestibules that have exterior walls or roof exposures will be heated with hot water cabinet unit heaters or hot water unit heaters.

Clarifications and Exclusions:

1. Administration Offices upgrades are not included in Phase 1 and will be addressed in Phase 2.
2. Steam and condensate connected to existing equipment in Phase 1 will be removed where it is visible. Steam and condensate piping in the crawl spaces will be removed only where required to install new piping.

TESTING AND BALANCING SCOPE OF WORK

1. HVAC systems will be tested and balanced.
2. Chilled water and hot water system components such as pumps and heat exchangers (coils, chillers, boilers) will be measured for flow and pressure drop.
3. Air systems will be measured. Each air handling unit, rooftop unit, dedicated outside air system, fan coil unit, unit ventilator and exhaust systems will be measured at each diffuser, register, or grille and at each unit to total air flows. Where supply, return, and outside air flows are present, those air flows will be measured.

Clarifications and Exclusions:

1. Systems that will have future capacity added on in Phase 2 such as the chilled water and hot water systems, will have additional measurements taken in Phase 2 to confirm those future values.

AUTOMATIC TEMPERATURE CONTROL SYSTEM SCOPE OF WORK

1. New HVAC equipment will be controlled by a new automatic temperature control (ATC) system that shall use the BACnet protocol according to ANSI/ASHRAE Standard 135 for communication to the operator workstation or web server and for communication between control modules. The system shall be an open architecture with the capabilities to support a multi-vendor environment. The system shall be designed for use on the Internet, or intranets using off the shelf, industry standard technology compatible with other owner provided networks.
2. Provide a complete system including engineering, software, hardware, control wiring, installation, project management, commissioning, programming, and warranty for a complete, turnkey system.
3. Chillers, boilers, rooftop units, the natatorium equipment, the variable refrigerant flow systems along with equipment controlled by variable frequency drives will be integrated with the automatic temperature control system.
4. Variable air volume boxes, duct coils, air handling units, fan coil units, unit ventilators, unit heaters, radiant fin-tube heaters, cabinet unit heaters, and exhaust fans will have new controllers mounted and wired for equipment control.

5. Walk-in refrigerator and walk-in freezer temperatures will be monitored through a temperature sensor in the walk-in box.
6. The standby generator status will be monitored.
7. The lighting system controllers will be integrated with hardwired points.
8. The automatic temperature control system will include graphics for each type of equipment and system views for chilled water and hot water systems.
9. The automatic temperature control system will provide trending on each software and hardware point in the system.

Clarifications and Exclusions:

1. A two-year warranty for Phase 1 work is included to allow time for Phase 2 work to be installed. Phase 2 warranty will be a standard one-year warranty.
2. The existing Siemens automatic temperature control system will be reduced in size as new Phase 1 HVAC equipment including the boiler and chiller plants, chilled and hot water distribution systems, air handling systems, and terminal equipment is installed. The remaining Siemens automatic temperature control system serving the Phase 2 work area will remain operational during the execution of Phase 1 work and until Phase 2 work is completed.
3. The new automatic temperature control system scope of work includes both Phase 1 and Phase 2 work areas. That is, a complete, building wide system is included under this GESA Amendment. The system will be installed in phases that follow Phase 1 and Phase 2 work areas and work scheduled. During the Summer of 2019, Phase 1 HVAC equipment will be controlled by the new automatic temperature control system. Only after Phase 2 work progresses will the automatic temperature control system be extended to include those newly installed equipment and systems.

ELECTRICAL SCOPE OF WORK

1. Phase 1 work includes upgrades to power, lighting, fire alarm, data/telephone, and public address (PA)/clock systems. Except for the fire alarm and PA/clock systems, the remaining scope of work applies only to the Phase 1 work area. The fire alarm and PA/clock systems have all the front-end software and parts (control panels, controllers, routers, initiation devices, enunciation devices, clocks, speakers) for both Phase 1 and Phase 2 included in this GESA Amendment. The labor to install the fire alarm and PA/clock systems is limited to Phase 1 only. The labor for the setting and wiring devices that will be installed in Phase 2 will be part of the Phase 2 work.
2. Electrical Power Distribution System
    a. The existing main distribution switchboards installed in 2000 are in very good condition. They will be expanded with a new 1600 amp section that will be added to the existing main distribution panel to accommodate the two new chillers.

b. The existing Federal Pacific distribution switchboard from the 1960s will be removed. A new 208-volt, three-phase 2000-amp distribution switchboard will be installed to serve the panels that are currently fed from the Federal Pacific distribution switchboard.
c. Provide new panelboards to serve the new HVAC equipment where required. Use existing panelboards where capacity exists to serve new HVAC equipment.
d. Panelboards from 1960s and their associated feeders from the main distribution switchboard will be replaced. For these 1960s-era panels, circuit wiring will also be replaced to terminal devices such as receptacles and other end devices.
e. The existing generator is being reused. Emergency power will be provided for code-required emergency egress lighting and exit signs. Standby power will be provided for
    i. Boilers and associated boiler pumps
    ii. Automatic temperature control panel
    iii. Piping heat tracing
    iv. Fire alarm panel
    v. Security system panel
    vi. PA communication system
    vii. Phone equipment receptacle
    viii. IT rack UPS in MDF and IDF
    ix. Split cooling system in MDF and IDF
    x. Walk-in freezer and walk-in cooler (implemented in Phase 2)
    xi. Kitchen refrigerators, milk cooler, ice cream freezer (implemented in Phase 2)

3. Lighting
    a. Exit signs in general areas will utilize a high efficiency LED lamp source.
    b. All Linear lighting fixtures will be 3500K.
    c. Small aperture LED fixtures such as downlights, track fixtures, or decorative fixtures will be 3500K.
    d. All lights will be controlled through ATC panels using the new automatic temperature control system.
    e. Classrooms
        i. Provide Recessed 2x4 LED volumetric troffers.
        ii. Daylight controls will include an individual daylight zone near the windows. Individual interior zone farthest from the windows will also be manually dimmable.
        iii. Dimming control features will be provided with keypad at the door and scene controller at the teacher's station.
        iv. Occupancy sensors will be used to meet energy code requirements.
    f. Corridors
        i. Provide linear recessed, 1x4 LED volumetric fixtures with high efficiency lensing throughout public corridors.

ii. Emergency lighting will be integrated with the standard lighting using the same fixtures. All emergency lighting in corridors will be controlled by a code-compliant emergency bypass relay. This lighting can remain on 24/7 as part of a security system or be occupancy or time-controlled off for energy savings at the School District's discretion.

g. Public Restrooms
   i. Provide surface mounted LED fixtures.
   ii. Provide linear LED fixtures over lavatories.
   iii. Dual technology (PIR/ultrasonic) occupancy sensors will be used to control lights automatically.

h. Utility Spaces
   i. Provide linear industrial style LED lights.
   ii. Occupancy sensors shall be utilized in closets and storage rooms.

i. Storage Rooms
   i. Provide lensed recessed LED troffers.
   ii. Line voltage switches and occupancy sensors will be used for control.

j. Gymnasium
   i. Provide prismatic LED disc fixtures suspended from existing structural steel.

4. Lightning Protection System
   a. Provide a new lightning protection system for the Phase 1 roof area. This system will be extended into the Phase 2 roof area in the future.
   b. The lightning protection system shall be UL Master labeled in accordance with NFPA 780, UL 96A and LPI-175.

5. Security
   a. Existing cameras, motion detectors, and door access locations will be maintained. During construction, ceiling-mounted devices in corridor ceilings will be temporarily reinstalled. When the new ceilings are installed, the existing security devices will be reinstalled.
   b. For exterior doors that are being replaced, disconnect any security or access control devices. Secure communication wiring for future reuse. Connect security wiring to new door hardware and sensors.
   c. Provide new access control for Corridor EC2-2 that will serve a new instructional area on the second floor. The access control will include key pad, card reader/key fob reader, door switches, and electric lock.

6. Telephone/Data
   a. Remove existing CAT5 cables from classrooms back to the patch panel at the rack as indicated except for CAT5 cables to the classroom projectors.
   b. In the Phase 1 area, remove all projectors from the classrooms and store in a secure location. Reinstall the projectors after final cleaning and reconnect cables.

c. Provide new data network racks with patch panels in the IDF rooms.
d. Provide new structured CAT6 cables to serve classrooms and offices.

7. Fire Alarm
   a. The existing fire alarm system will remain active through the Phase 1 construction period and remain active in the Phase 2 work area until it is replaced with the new fire alarm system.
   b. The new fire alarm system shall be a voice evacuation system. The fire alarm system shall have all the front-end software and parts for both Phase 1 and Phase 2 included in this GESA Amendment. The labor to install the fire alarm system is limited to Phase 1 only. The labor for the setting and wiring devices that will be installed in Phase 2 will be part of the Phase 2 work.
   c. After the new fire alarm system is installed, tested, determined and accepted by the authority having jurisdiction to be fully functional in Phase 1 areas, remove the existing older fire alarm system including all detection devices and notification appliances which protected these same Phase 1 areas.
   d. Provide continued protection by the existing older fire alarm system of the areas of the School which will be renovated in Phase 2 of the project. The zoned areas of the School shall be defined as
      i. Phase 1 classroom areas,
      ii. Phase 1 gymnasium and natatorium areas,
      iii. Phase 2 areas.
   e. Provide a new fire alarm annunciator panel at the main entrance vestibule.
   f. Provide code required smoke detection where required.
   g. Provide new manual pull stations will be provided at each exit.
   h. The system will be interconnected to the elevators, door holders, air handling units, kitchen hood and fire suppression system, and smoke dampers.
   i. Provide plenum-rated fire alarm cable.
   j. Provide a UL-listed dialer capable of reporting to the central monitoring station.
   k. Provide a two-way communication system with the main station located in the main entrance vestibule and a call station located in each area of rescue assistance.
8. PA/Clock System
   a. The PA/Clock system shall have all the front-end software and parts for both Phase 1 and Phase 2 included in this GESA Amendment. The labor to install the PA/Clock system is limited to Phase 1 only. The labor for the setting and wiring devices that will be installed in Phase 2 will be part of the Phase 2 work. The existing Phase 2 area shall remain in operation.
   b. Remove all speakers, clocks, and call stations and associated cabling from the Phase 1 area.

c. Provide new speakers, new clocks, and new call stations. Provide new cabling as required for a complete system.
d. Provide a new sound reinforcement system in the Auxiliary Gym as shown and as specified.

Clarifications and Exclusions:

1. The existing 480-Volt-three phase, 3000-amp electrical service has the capacity to meet the new electrical needs of the school in Phase 1 and through Phase 2. No electrical service upgrade is considered nor included in this project.
2. Site lighting upgrades and additions will be included in Phase 2 work.
3. The fire alarm and PA/clock systems have all the front-end software and parts (control panels, controllers, routers, initiation devices, enunciation devices, clocks, speakers) for both Phase 1 and Phase 2 included in this GESA Amendment. The labor to install the fire alarm and PA/clock systems is limited to Phase 1 only. The labor for the setting and wiring devices that will be installed in Phase 2 will be part of the Phase 2 work.

GENERAL CONSTRUCTION SCOPE OF WORK (based on Architectural, Civil and Structural Drawings dated December 12, 2018 and three (3) addenda)

1. Demolition
   a. Remove all the ceilings in Phase 1 construction areas as will be required to install new HVAC, electrical, plumbing and fire protection systems. The exception is that the drywall ceilings at classroom entryways will remain.
   b. Remove and salvage existing ceiling tile in the Natatorium area and then reinstall that same tile once new MEP and fire protection systems have been installed.
   c. Remove existing flooring and base materials in only those areas that are indicated to receive new flooring on the proposed finish schedule included within the design documents. Existing flooring and base will remain as is in most of the Phase 1 construction areas, including but not limited to all classrooms and corridors.
   d. The VCT/VAT flooring will be removed to the next full tile and then patched in at the existing through the wall unit locations. The floor tile work is limited to about 12 square feet per room.
   e. Remove ceramic wall and floor tile where indicated on design documents.
   f. None of the existing casework will be demolished. All existing casework will remain. No new casework is included with Phase 1.
   g. Remove and salvage door knob hardware in doors to be replaced / demolished and return the key cores to the Owner.
   h. Remove and salvage toilet paper and paper towel dispensers at bathrooms.
   i. Remove all window treatments.
   j. Demolish the existing Natatorium boy's and girl's locker rooms.

k. Remove the existing six (6) basketball backstops in the auxiliary gym.
l. Remove the existing two (2) folding partitions and partition supports in the auxiliary gym.
m. Remove select bleachers in the auxiliary gym while salvaging parts for reinstallation in those bleachers that will remain.
n. Remove existing wrestling mat enclosure in auxiliary gym.

2. Site work
   a. Provide new domestic water and fire line services to the building, including new water meter pit.
   b. Provide replacement of fire hydrants and fire lines servicing those hydrants.
   c. Provide new gas line excavation and backfill for gas company lines to the new gas meter location. Provide a new gas line from the gas meter to the building. Provide fencing around the new meter.
   d. Provide new HVAC chiller pad, with fencing. Realign existing road way as required with new paving and new concrete curb.
   e. Provide eight (8) new steel bollards concrete filled, exact locations to be determined in the field.
   f. Provide all concrete, asphalt, soils, grass and landscaping repairs as required as a result of the work of this amendment.
3. Concrete work
   a. Provide new concrete slab on grade at what is now the existing Natatorium men's locker room.
   b. Provide cementitious floor leveling at what is now the existing Natatorium girl's locker room at upper level.
   c. Provide concrete slab on deck at new catwalk.
   d. Provide new concrete as required for shower room drain modifications.
4. Masonry work
   a. Provide up to 1,000 square feet of exterior brick repointing. The intent is to provide minor repairs where needed on the building exterior.
   b. Pressure wash/clean the entire exterior of Phase 1 construction.
   c. Include re-caulking of vertical masonry control joints at the exterior of the building for Phase 1 construction.
   d. Provide new flashing and new lintels at the windows which are located at the north end of the 2-story classroom wing. Note that not all windows in Phase 1 will receive new lintels and associated head flashings, we are only replacing those that at the one end of the building.
   e. Provide interior patching and infill where indicated. Provide new masonry partitions per the drawings.
   f. Provide lintels and toothing for new door openings.

g. Modify existing marble and granite window sills as required for new windows. Provide new window sills where indicated.

5. Structural and miscellaneous metals
   a. Provide new structural steel and concrete slab on metal deck for the catwalk at the upper portion of the existing auxiliary gym to provide ADA accessibility to the wrestling room which will be located above the new natatorium locker rooms.
   b. Provide new aluminum / glass railing at seating area of natatorium.
   c. Upgrades to existing stairs and stair railing are not included with Phase 1.
   d. Provide new structural steel to support new roof top units.
6. Millwork and educational casework – none included with Phase 1 construction.
7. Roofing and sheet metal work
   a. Tear off and replace existing roofing system associated with Phase 1 construction as identified on the architectural roofing plans with a new EPDM Thermoset Single-ply Roofing system. Insulation system will have an average R-value of no less than 20 and a 30-year warranty.
   b. Provide new and additional wood blocking as required to accommodate additional roof insulation. We will reuse existing wood blocking found to be in good shape.
   c. Provide new sealants, copings, trim, reglets, gravel stops, expansion joint covers, pipe flashings, scuppers, flashings and counter flashings where indicated.
8. Doors, frames and hardware
   a. Provide new lever latch sets including keying for only a very few select interior doors. Most of the existing door hardware will remain as is and not be replaced with Phase 1 construction.
   b. Provide new doors, frames and hardware at only the new door locations per the drawings.
   c. The existing exterior FRP doors that were recently installed will be salvaged and reinstalled in new storefront. The existing door hardware will also be salvaged and reused.
9. Provide new aluminum non-operable windows, storefront and curtainwall for all exterior conditions in Phase 1 as shown in architectural design documents.
10. Drywall, insulation, metal studs and acoustical ceilings
    a. Provide new 2-hour rated fire barrier in noted locations to separate existing building into fire zones. Existing partitions in these locations will be extended up to the underside of existing metal decking. All penetrations and openings will be sealed in these noted locations.
11. Exterior soffits: Replace existing soffits at existing entry areas where indicated.
12. Ceilings
    a. Provide new painted drywall ceilings where indicated.
    b. Provide new grid and tile as shown on the architectural drawings.

13. Provide new ceramic wall and floor tile at bathrooms and locker rooms where indicated.
14. Replace up to ten (10) ceramic wall tiles in each of the gang toilet rooms that are not currently indicated on the finish schedule on drawing A900 as having new ceramic tile.
15. Replace ceramic wall tile in the gang toilet rooms as required to provide the new layouts.
16. Provide new marble thresholds at toilet rooms where indicated.
17. Flooring
    a. Provide new composite flooring and rubber base in only those rooms indicated per the finish schedule. Most of the existing flooring and base is scheduled to remain as is and will not be replaced.
    b. Provide new line striping on the auxiliary gymnasium floor after floor is sanded and refinished.
    c. Replace and patch loose tile in the Natatorium and the pool area only. We have not provided for all new floor tile or provided a new floor finish in these areas.
    d. Rubber stair treads and risers will not get replaced in Phase 1.
    e. Walk-off mats at entry doors will not get replaced in Phase 1.
18. Painting
    a. Most of the existing walls will remain as is and only get minor paint patching where MEP items have been removed from the walls.
    b. All new partitions will get painted.
    c. Paint only the new hollow metal doors and door frames. Existing door frames to remain as is and will not be painted.
    d. Provide electrostatic painting of the gym lockers. Corridor lockers will not be painted or repaired in Phase 1.
    e. Existing wood doors to remain as is and will not be refinished or replaced.
    f. Paint wall of existing auxiliary gymnasium.
    g. Paint exposed structure and new drywall ceilings where indicated on the finish schedule.
        i. Provide one coat of paint at the Auxiliary Gymnasium ceiling to match existing conditions.
19. Specialties
    a. Existing fire extinguishers and cabinets will remain and will not be replaced.
    b. Provide new interior signage at new doors and where required by code only. The existing door signage for the balance of doors will remain as is.
    c. Provide new shower and toilet partitions and urinal screens where indicated.
    d. Provide new mirrors in gang bathrooms where indicated.
    e. Reinstall existing toilet accessories when possible. Provide new toilet accessories where noted.
    f. Provide new electric hand dryers.
    g. Chalk boards will remain as is in Phase 1.
    h. Provide new window treatments at all classroom windows in Phase 1 construction.

i. Provide new lockers in new Natatorium locker rooms on new 4-inch concrete bases.
j. Some of the existing gym lockers and benches will be salvaged for reinstallation to new locations where indicated. Existing lockers will be installed on 2"x 4" or 2"x 6" wood bases.
k. Existing hall lockers to remain as is. No repairs or repainting of those lockers is included with Phase 1 construction.
l. Provide new steel cage storage dividers in the gym storage room.

20. Athletic equipment
    a. Provide six (6) new basketball backstops with glass back boards.
    b. Provide one (1) new rolldown gym net at the center of the auxiliary gym.
    c. Provide two (2) new scoreboards at the competition gym and relocate those existing scoreboards to the auxiliary gym.
    d. Provide new shot clocks where indicated.
    e. Provide new wall mats at both the auxiliary gym and competition gym.
    f. Provide new volleyball floor inserts at the auxiliary gymnasium.
    g. Demolish some of the existing bleachers in the auxiliary gymnasium and salvage parts for reinstallation at the bleachers that are scheduled to remain.
    h. New wrestling mats are to be furnished and installed by the Owner.
21. Final cleaning
    a. Final clean all rooms and windows in Phase 1 construction one time.
    b. Waxing of floors is to be provided by the Owner.
22. Miscellaneous
    a. Move, store, and reinstall furnishings as required for construction activities. Furnishings will be moved to areas within the existing building that are not under construction. No temporary storage units will be rented.

GENERAL CLARIFICATIONS AND EXCLUSIONS

1. Except where noted, all work designated as Phase 2 is future work and not included in this scope of work.
2. This project does not include scope of work or allowances related any hazardous materials identification and removal. Any suspect materials are being or will be tested. A scope of work to remove, contain, or remediate will be identified when any hazardous materials are indicated.
3. No new casework is included with Phase 1.
4. Existing corridor walls will remain as is and will not be required to be updated as rated walls.
5. The building permit is not included in this GESA Amendment and will be paid by the Owner.
6. Builder's risk insurance is not included in this GESA Amendment and will be paid by the Owner.
7. OCIP is not included in Phase 1 of this GESA Amendment.

8. Packing and moving costs for classroom and other areas of the building are included in this GESA Amendment.
9. Existing chalk boards will remain as is for Phase 1.

Schedule B: Costs and Cash Flow

Woodland Hills Jr-Sr High School Phase 1

Energy Project Financial Overview

EEM #	EEM Name	EEM Construction Cost	Annual Resource Savings	Annual Operational Savings (1)
Woodland Hills Jr-Sr High School				
1	HVAC Upgrades	$ 9,245,389	$ (22,816)	$ 12,000
2	Plumbing Upgrades	$ 4,396,431	$ 61,969	$ 25,000
3	Electrical Upgrades	$ 4,113,613	$ 10,356	$ 5,000
4	ATC Upgrades	$ 1,484,217	$ 9,387	$ 25,000
5	Roofing Replacement	$ 2,050,899	$ 1,828	$ 25,000
6	Window and Door Upgrades	$ 1,973,923	$ 4,790	$ 10,000
7	Misc. Repairs / Code Compliance	$ 355,887	$ -	$ -
	Building Totals	$ 23,620,358	$ 65,513	$ 102,000
	PROJECT TOTALS	**$ 23,620,358**	**$ 65,513**	**$ 102,000**

NOTES: (1) Operational savings primarily include avoided costs of maintaining removed equipment, installing new infrastructure and reduced costs for replacing lighting lamps and ballasts.

Schedule B: Costs and Cash Flow

SCHEDULE B
Cash Flow Analysis

WOODLAND HILLS JR-SR HIGH SCHOOL PHASE 1
Guaranteed Energy Savings Contract

Financed Project Cost (1):	**$23,620,358**
Finance Term (years):	20
Annualized Interest Rate:	3.750%
Accrued Construction Interest:	$ (0)
Est. Avoided Capital Costs (2):	**$14,380,024**

Escalation Rates by Utility & Fuel	
Electric:	3.0%
Natural Gas:	3.0%
Fuel Oil:	3.0%
Water:	3.0%
Other:	3.0%
Operational:	3.0%
Escalation Rates for Annual Fees:	2.5%

Year	Electric Cost Savings	Natural Gas Cost Savings	Water Cost Savings	Operational Cost Savings	Total Cost Savings	Guaranteed Savings	Avoided Capital Savings	Annual M&V Fees	Financing Payment	Net Savings
1	$ (12,449)	$ 25,132	$ 52,831	$ 102,000	$ 167,513	$ 166,245	$ 1,514,263		$ (1,680,508)	$ -
2	$ (12,823)	$ 25,886	$ 54,416	$ 105,060	$ 172,539	$ 171,232	$ 1,521,002	$ (11,726)	$ (1,680,508)	$ -
3	$ (13,207)	$ 26,662	$ 56,048	$ 108,212	$ 177,715	$ 176,369	$ 1,516,158	$ (12,019)	$ (1,680,508)	$ -
4	$ (13,604)	$ 27,462	$ 57,730	$ 111,458	$ 183,046	$ 181,660	$ 1,511,167	$ (12,320)	$ (1,680,508)	$ -
5	$ (14,012)	$ 28,286	$ 59,461	$ 114,802	$ 188,538	$ 187,110	$ 1,506,025	$ (12,628)	$ (1,680,508)	$ -
6	$ (14,432)	$ 29,135	$ 61,245	$ 118,246	$ 194,194	$ 192,723	$ 1,500,728	$ (12,943)	$ (1,680,508)	$ -
7	$ (14,865)	$ 30,009	$ 63,083	$ 121,793	$ 200,020	$ 198,505	$ 1,495,270	$ (13,267)	$ (1,680,508)	$ -
8	$ (15,311)	$ 30,909	$ 64,975	$ 125,447	$ 206,020	$ 204,460	$ 1,489,646	$ (13,598)	$ (1,680,508)	$ -
9	$ (15,770)	$ 31,836	$ 66,924	$ 129,211	$ 212,201	$ 210,594	$ 1,483,852	$ (13,938)	$ (1,680,508)	$ -
10	$ (16,243)	$ 32,791	$ 68,932	$ 133,087	$ 218,567	$ 216,912	$ 1,477,883	$ (14,287)	$ (1,680,508)	$ -
11	$ (16,731)	$ 33,775	$ 71,000	$ 102,810	$ 190,854	$ 189,149	$ 1,506,003	$ (14,644)	$ (1,680,508)	$ -
12	$ (17,233)	$ 34,788	$ 73,130	$ 105,894	$ 196,580	$ 194,824	$ 1,500,694	$ (15,010)	$ (1,680,508)	$ -
13	$ (17,750)	$ 35,832	$ 75,324	$ 109,071	$ 202,477	$ 200,669	$ 1,495,225	$ (15,385)	$ (1,680,508)	$ -
14	$ (18,282)	$ 36,907	$ 77,584	$ 112,343	$ 208,551	$ 206,689	$ 1,489,589	$ (15,770)	$ (1,680,508)	$ -
15	$ (18,830)	$ 38,014	$ 79,911	$ 115,713	$ 214,808	$ 212,889	$ 1,483,783	$ (16,164)	$ (1,680,508)	$ -
16	$ (19,395)	$ 39,154	$ 82,308	$ 79,456	$ 181,524	$ 179,548	$ 1,517,529	$ (16,568)	$ (1,680,508)	$ -
17	$ (19,977)	$ 40,329	$ 84,778	$ 81,840	$ 186,970	$ 184,934	$ 1,512,556	$ (16,983)	$ (1,680,508)	$ -
18	$ (20,577)	$ 41,539	$ 87,321	$ 84,295	$ 192,579	$ 190,482	$ 1,507,433	$ (17,407)	$ (1,680,508)	$ -
19	$ (21,194)	$ 42,785	$ 89,941	$ 86,824	$ 198,356	$ 196,197	$ 1,502,154	$ (17,842)	$ (1,680,508)	$ -
20	$ (21,830)	$ 44,069	$ 92,639	$ 89,429	$ 204,307	$ 202,083	$ 1,496,714	$ (18,288)	$ (1,680,508)	$ -
TOTAL	**$ (334,513)**	**$ 675,298**	**$ 1,419,580**	**$ 2,136,990**	**$ 3,897,355**	**$ 3,863,276**	**$30,027,675**	**$ (280,789)**	**$ (33,610,162)**	**$ -**

NOTES:
1. Financed Project Cost reflects the guaranteed fixed price of the scope executed under the Guaranteed Energy Savings Agreement, including the first year of measurement and verification of savings.
2. Avoided Capital Savings represents the present value of the total ammortized annual cost of capital equipment replacement or repairs that would be realized by the Owner within the lifetime of the Energy Project, but will instead be completed and financed through the Energy Project. Savings include the total costs for all design, bidding, bonding, permitting, equipment and installation labor required to complete the work.

Schedule C: Guaranteed Energy Savings

Reynolds Energy Services (RES) guarantees that the Customer will achieve savings in Year 1 as listed in the following table. Escalation rates will be applied to future year savings according to the Cash Flow Analysis included in Schedule B.

TABLE: Guaranteed Annual Energy Savings by Measure and Resource

EEM	ELECTRIC				FUELS			WATER/SEWER				TOTAL	
			Calculated	Guaranteed		Calculated	Guaranteed	WATER		Calculated	Guaranteed	Calculated	Guaranteed
	kWh	kW	$	$	Mcf	$	$	kgal	kgal	$	$	$	$
1 HVAC Upgrades	(274,909)	(1,527)	$ (31,955)	$ (28,759)	1,680	$ 9,139	$ 8,225	-	-	$ -	$ -	$ (22,816)	$ (20,535)
2 Plumbing Upgrades	-	-	$ -	$ -	1,680	$ 9,139	$ 8,225	3,213	3,213	$ 52,831	$ 52,831	$ 61,969	$ 61,056
3 Electrical Upgrades	117,284	337	$ 10,356	$ 9,320	-	$ -	$ -	-	-	$ -	$ -	$ 10,356	$ 9,320
4 ATC Upgrades	78,189	112	$ 5,731	$ 5,158	672	$ 3,656	$ 3,290	-	-	$ -	$ -	$ 9,387	$ 8,448
5 Roofing Replacement	-	-	$ -	$ -	336	$ 1,828	$ 1,645	-	-	$ -	$ -	$ 1,828	$ 1,645
6 Window and Door Upgrades	58,642	-	$ 3,419	$ 3,077	252	$ 1,371	$ 1,234	-	-	$ -	$ -	$ 4,790	$ 4,311
7 Misc. Repairs / Code Compliance	-	-	$ -	$ -	-	$ -	$ -	-	-	$ -	$ -	$ -	$ -
TOTAL	(20,793)	(1,077)	$ (12,449)	$ (11,204)	4,619	$ 25,132	$ 22,619	3,213	3,213	$ 52,831	$ 52,831	$ 65,513	$ 64,245

The guaranteed savings shall be calculated as shown in Schedule F for the term of the Agreement. RES will pay the Customer the difference between the annual amount guaranteed and the amount of actual energy savings achieved in accordance with the provisions provided within the GESA as mutually agreed upon by RES and Customer. Payments for any savings shortfall will be paid to the Customer by RES in accordance with Section 4.2 of the GESA. Stipulated savings are savings that have been calculated and agreed upon by RES and Customer. Operational, maintenance and avoided capital savings are stipulated, and as such will not be tracked or measured. Rebates from utilities or any other source are not guaranteed by RES.

Operational and Maintenance (O&M) Savings

Operational and maintenance (O&M) savings primarily include the maintenance costs avoided due to old or problematic equipment being replaced with new equipment or if equipment is altogether removed. Savings also include reduction in maintenance expense for materials during the new equipment warranty period.

TABLE: Projected Operational & Maintenance Cost Savings (Year 1)

EEM	NATURE OF COSTS AVOIDED OR SAVINGS GENERATED	ANNUAL SAVINGS
		$
1 HVAC Upgrades	Net maintenance impact of adding new equipment, replacing old equipment	$ 12,000
2 Plumbing Upgrades	Net maintenance impact of adding new equipment, replacing old equipment	$ 25,000
3 Electrical Upgrades	Equipment not replaced during warranty period; extended lamp life	$ 5,000
4 ATC Upgrades	Net maintenance impact of adding new equipment, replacing old equipment	$ 25,000
5 Roofing Replacement	Equipment not replaced/repaired during warranty period	$ 25,000
6 Window and Door Upgrades	Net maintenance impact of adding new equipment, replacing old equipment	$ 10,000
7 Misc. Repairs / Code Compliance		$ -
TOTAL		$ 102,000

Avoided Capital Cost Savings

Avoided capital cost savings are defined as cost realized in the present to replace building equipment or components at or near the end of their useful lives that would otherwise need to be paid for as a future capital expense in absence of the project.

Avoided capital cost savings include the amortized annual cost of capital equipment replacement or repairs that would be realized by the Owner within the lifetime of the Energy Project but will instead be completed and financed through this project. Savings include the total costs for all design, bidding, bonding, permitting, equipment and installation labor required to complete the work.

Utility Rates

Guaranteed dollar amounts are calculated based on the base utility rates listed below, and escalated at the rates listed in Schedule B. If actual electric or gas rates are lower than those listed in this Schedule and escalated as described above, RES reserves the right to use the base utility rates for the guarantee period. If actual rates are higher than those listed in this Schedule and escalated as described above, RES reserves the right to use the actual rates for the guarantee period.

Rate tariffs/avoided utility costs utilized in calculation of guaranteed energy savings
The rates shown in the table below were derived from bills provided for July 2016 through June 2018.

Provider	Utility	Description	Unit	Cost/Unit
Duquesne Light	Electric	Distribution	kW	10.43
Duquesne Light	Electric	Total Generation Charge w/tax	kWh	$0.0583
Peoples	Gas	GS-T (Transportation charge)	MCF	$3.41
Direct Energy	Gas	Commodity Charge	MCF	$2.03
Wilkinsburg-Penn Joint Water Authority	Water/Sewer	Usage Charge	CCF	$19.3482

Utility accounts that will be tracked for the guaranteed energy savings:

Customer Name:	Customer Address:	Utility:	Account #:	Meter #:	Provider/Rate:
HS	2450 Greensburg Pike Pittsburgh, PA 15221	Electricity	7993-100-000	F82314757	Duquesne Light - GL Large Comm
JH/HS	2550 Greensburg Pike, Pittsburgh PA	Natural Gas (MCF)	200004383994	8770255	Peoples Natural Gas - GS T Comm.
JH/HS	2550 Greensburg Pike, Pittsburgh PA	Natural Gas (MMBTU)	434025		Direct Energy Business

Guaranteed Savings Reconciliation

The guarantee term will commence on the Commencement Date as defined in Section 3.1 and be referred to as the "savings guarantee commencement date".

RES will monitor monthly utility usage for the guarantee period, within sixty (60) days of receiving pertinent utility bills. RES will provide Annual Savings Reports to the Customer, which shall include the initial calculation of the total dollar savings, the measurement and verification calculations and any other reasonable information requested by the Customer. Upon the submittal of the annual savings report, reconciliation (if necessary) will be in accordance with Section 4.2 of the GESA.

The Customer agrees to

1. Provide or cause its utility suppliers to provide periodic utility usage and cost in a timely manner. Preferably within two (2) weeks of the "Read Date" shown on the bill. RES will initiate data requests.
2. Execute all Customer responsibilities as set forth in the Agreement.
3. Provide RES full access to all pertinent facilities and information required for RES to perform its responsibilities. Access shall include but not be limited to the following:
    a. All areas of all buildings included in the project
    b. All utility meters included in the guarantee
    c. All personnel responsible for operating and maintaining facilities
    d. Remote access to building automation systems via credentials assigned to RES. Full access is required for commissioning and troubleshooting purposes. Access may be changed to read-only for monitoring at the conclusion of the commissioning process at the discretion of the Customer.
    e. Actual monthly invoices for utilities
    f. Inventories of material changes made within the facility as defined in Section 15 of the GESA.

Schedule D: Compensation to RES

Breakdown of Monthly Estimated Billings by EEM

Woodland Hills Jr-Sr High School Phase 1
SCHEDULE OF VALUES and DRAW

EEM#	EEM Description	EEM Value	Feb-19 %	Feb-19 Draw $	Mar-19 %	Mar-19 Draw $	Apr-19 %	Apr-19 Draw $	May-19 %	May-19 Draw $	Jun-19 %	Jun-19 Draw $
MOB	Mobilization	$ 2,362,036	50%	$1,181,018	50%	$1,181,018		$ -		$ -		$ -
1	HVAC Upgrades	$ 7,858,580		$ -		$ -	10%	$ 785,858	10%	$ 785,858	10%	$ 785,858
2	Plumbing Upgrades	$ 3,736,967		$ -		$ -	10%	$ 373,697	10%	$ 373,697	10%	$ 373,697
3	Electrical Upgrades	$ 3,496,571		$ -		$ -	5%	$ 174,829	10%	$ 349,657	10%	$ 349,657
4	ATC Upgrades	$ 1,261,584		$ -		$ -		$ -	10%	$ 126,158	10%	$ 126,158
5	Roofing Replacement	$ 1,743,264		$ -		$ -		$ -		$ -	10%	$ 174,326
6	Window and Door Upgrades	$ 1,677,834		$ -		$ -	10%	$ 167,783	10%	$ 167,783	20%	$ 335,567
7	Misc. Repairs / Code Compliance	$ 302,504		$ -		$ -		$ -	25%	$ 75,626	25%	$ 75,626
CO	Close Out	$ 1,181,018		$ -		$ -		$ -		$ -		$ -
	Total	**$ 23,620,358**	**5%**	**$1,181,018**	**5%**	**$1,181,018**	**6%**	**$1,502,167**	**8%**	**$1,878,780**	**9%**	**$2,220,889**

EEM#	Jul-19 %	Jul-19 Draw $	Aug-19 %	Aug-19 Draw $	Sep-19 %	Sep-19 Draw $	Oct-19 %	Oct-19 Draw $	Nov-19 %	Nov-19 Draw $	Dec-19 %	Dec-19 Draw $	Jan-20 %	Jan-20 Draw $	Feb-20 %	Feb-20 Draw $
MOB		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
1	20%	$ 1,571,716	20%	$ 1,571,716	20%	$ 1,571,716	10%	$ 785,858		$ -		$ -		$ -		$ -
2	20%	$ 747,393	20%	$ 747,393	15%	$ 560,545	10%	$ 373,697	5%	$ 186,848		$ -		$ -		$ -
3	20%	$ 699,314	20%	$ 699,314	10%	$ 349,657		$ -		$ -		$ -		$ -		$ -
4	10%	$ 126,158	15%	$ 189,238	12%	$ 151,390	8%	$ 100,927	5%	$ 63,079		$ -		$ -		$ -
5	30%	$ 522,979	30%	$ 522,979	22%	$ 383,518	5%	$ 87,163	3%	$ 52,298		$ -		$ -		$ -
6	25%	$ 419,459	20%	$ 335,567	10%	$ 167,783	5%	$ 83,892		$ -		$ -		$ -		$ -
7	25%	$ 75,626	20%	$ 60,501	5%	$ 15,125		$ -		$ -		$ -		$ -		$ -
CO		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	18%	**$ 4,162,646**	**17%**	**$ 4,126,708**	**14%**	**$ 3,199,735**	**6%**	**$ 1,431,536**	**1%**	**$ 302,225**	**0%**	**$ -**	**0%**	**$ -**	**0%**	**$ -**

EEM#	Mar-20 %	Mar-20 Draw $	Apr-20 %	Apr-20 Draw $	May-20 %	May-20 Draw $	Jun-20 %	Jun-20 Draw $	Jul-20 %	Jul-20 Draw $	Aug-20 %	Aug-20 Draw $	Sep-20 %	Sep-20 Draw $
MOB		$ -		$ -		$ -		$ -		$ -		$ -		$ -
1		$ -		$ -		$ -		$ -		$ -		$ -		$ -
2		$ -		$ -		$ -		$ -		$ -		$ -		$ -
3		$ -		$ -	5%	$ 174,829	10%	$ 349,657	10%	$ 349,657		$ -		$ -
4		$ -		$ -	5%	$ 63,079	10%	$ 126,158	10%	$ 126,158	5%	$ 63,079		$ -
5		$ -		$ -		$ -		$ -		$ -		$ -		$ -
6		$ -		$ -		$ -		$ -		$ -		$ -		$ -
7		$ -		$ -		$ -		$ -		$ -		$ -		$ -
CO		$ -		$ -		$ -		$ -		$ -	50%	$ 590,509	50%	$ 590,509
	0%	**$ -**	**0%**	**$ -**	**1%**	**$ 237,908**	**2%**	**$ 475,816**	**2%**	**$ 475,816**	**3%**	**$ 653,588**		**$ 590,509**

Actual billing shall be for work put in place in a given month as accepted by the Customer. Invoices are issued on the 1st of following month, with payment due 30 days following the invoice date.

Schedule D: Compensation to RES

Summary of Monthly Estimated Billings

MONTH	MONTHLY DRAW	CUMULATIVE DRAW	DRAW %
Feb-19	$ 1,181,018	$ 1,181,018	5%
Mar-19	$ 1,181,018	$ 2,362,036	10%
Apr-19	$ 1,502,167	$ 3,864,203	16%
May-19	$ 1,878,780	$ 5,742,983	24%
Jun-19	$ 2,220,889	$ 7,963,872	34%
Jul-19	$ 4,162,646	$ 12,126,518	51%
Aug-19	$ 4,126,708	$ 16,253,226	69%
Sep-19	$ 3,199,735	$ 19,452,961	82%
Oct-19	$ 1,431,536	$ 20,884,497	88%
Nov-19	$ 302,225	$ 21,186,722	90%
Dec-19	$ -	$ 21,186,722	90%
Jan-20	$ -	$ 21,186,722	90%
Feb-20	$ -	$ 21,186,722	90%
Mar-20	$ -	$ 21,186,722	90%
Apr-20	$ -	$ 21,186,722	90%
May-20	$ 237,908	$ 21,424,630	91%
Jun-20	$ 475,816	$ 21,900,446	93%
Jul-20	$ 475,816	$ 22,376,262	95%
Aug-20	$ 653,588	$ 23,029,850	97%
Sep-20	$ 590,509	$ 23,620,359	100%
TOTAL	$ 23,620,359		

Schedule D: Compensation to RES

Schedule of Measurement and Verification (M&V) fees
Annual fees are escalated at a rate of 2.5% per year.

Performance Year	Annual Fee
2020	$ -
2021	$ 11,726
2022	$ 12,019
2023	$ 12,320
2024	$ 12,628
2025	$ 12,943
2026	$ 13,267
2027	$ 13,598
2028	$ 13,938
2029	$ 14,287
2030	$ 14,644
2031	$ 15,010
2032	$ 15,385
2033	$ 15,770
2034	$ 16,164
2035	$ 16,568
2036	$ 16,983
2037	$ 17,407
2038	$ 17,842
2039	$ 18,288

Schedule E: Baseline Energy Consumption

Electricity and Fuels Baselines

The following table reflects the energy and costs baseline used in the calculation of energy savings for Woodland Hills Junior/Senior High School based on historical energy use and current or projected utility rates. Annual usage and costs have been adjusted to reflect July 2016 through June 2018 billing.

Woodland Hills Junior/Senior High School – Monthly Energy Consumption Profile

	ELECTRIC			FUELS	
	kWh	kW	$	Mcf	$
Jan	186,398	497	$ 16,065	3,937	$ 23,586
Feb	176,628	472	$ 15,270	3,416	$ 19,735
Mar	163,871	483	$ 14,502	1,029	$ 5,745
Apr	175,316	461	$ 15,024	2,261	$ 12,247
May	160,748	482	$ 14,322	683	$ 3,809
Jun	163,677	526	$ 14,929	427	$ 902
Jul	148,287	360	$ 13,526	73	$ 473
Aug	107,235	350	$ 10,201	63	$ 406
Sep	155,600	523	$ 14,388	126	$ 757
Oct	177,189	521	$ 15,712	186	$ 573
Nov	171,484	472	$ 14,967	1,227	$ 6,454
Dec	168,306	476	$ 14,769	3,370	$ 19,009
	1,954,737	5,622	$ 173,676	16,798	$ 93,696

Woodland Hills Junior/Senior High School – Monthly Water/Sewer Consumption Profile

	100 Ft^3	Water	Sewer	$
Jan	420	$ 3,376	$ 9,224	$ 12,600
Feb	1,093	$ 5,422	$ 17,153	$ 22,575
Mar	1,575	$ 6,055	$ 17,236	$ 23,291
Apr	1,718	$ 5,967	$ 19,311	$ 25,278
May	1,439	$ 5,155	$ 16,144	$ 21,299
Jun	1,305	$ 5,174	$ 14,959	$ 20,133
Jul	1,150	$ 3,944	$ 11,589	$ 15,533
Aug	632	$ 2,631	$ 7,188	$ 9,819
Sep	179	$ 1,617	$ 3,001	$ 4,618
Oct	247	$ 2,003	$ 5,006	$ 7,009
Nov	458	$ 1,980	$ 4,833	$ 6,812
Dec	496	$ 2,270	$ 4,865	$ 7,135
Totals	10,709	45,594	130,509	$176,102

Baseline Adjustments

No baseline adjustments are being calculated for the Phase 1 project to account for the addition of air conditioning to the building. Any required baseline adjustments will be taken into account at the completion of Phase 2 when all new systems are complete and operational.

Schedule F: Measurement & Verification

Approach to Measurement and Verification of Savings

When preparing a guaranteed energy savings project, RES adheres to the most recent International Performance Measurement and Verification Protocol (IPMVP) as it applies to the given scope. The IPMVP is sponsored and maintained by a non-profit corporation known as the Efficiency Valuation Organization (EVO) and is the most recognized energy and water savings measurement and verification (M&V) protocol across the world. The IPMVP is a set of recommended guidelines and framework to evaluate energy and water efficiency projects. It does not define set standards for M&V on specific energy and water efficiency measures.

EVO has acknowledged that the IPMVP documents alone will not improve energy efficiency but must be applied by qualified professionals who demonstrate knowledge and understanding of the protocol. Such individuals may have the designation as Certified Measurement and Verification Professionals (CMVP®) and are qualified to promote sound M&V plans as well as adhere to best practices for management programs. RES has addressed this and has a CMVP on staff to help facilitate the M&V planning and reporting for all projects, as well as train staff members on proper implementation and execution. RES has created a custom M&V plan for this project that follows the core principles of the IPMVP, including the following:

- Accurate
- Complete
- Conservative
- Consistent
- Relevant
- Transparent

Quarterly reports of the avoided energy costs will be provided based on the established M&V plans. The following section outlines the framework and various options involved when developing a proper M&V plan. It should be noted that RES has worked with the district to identify all other operational and avoided costs within the project. Those items are shown separately from the truly "measured and verified" components of the project and are found in Schedule C of the GESA.

When conducting this analysis, the important factors to consider in developing a M&V plan are as follows:

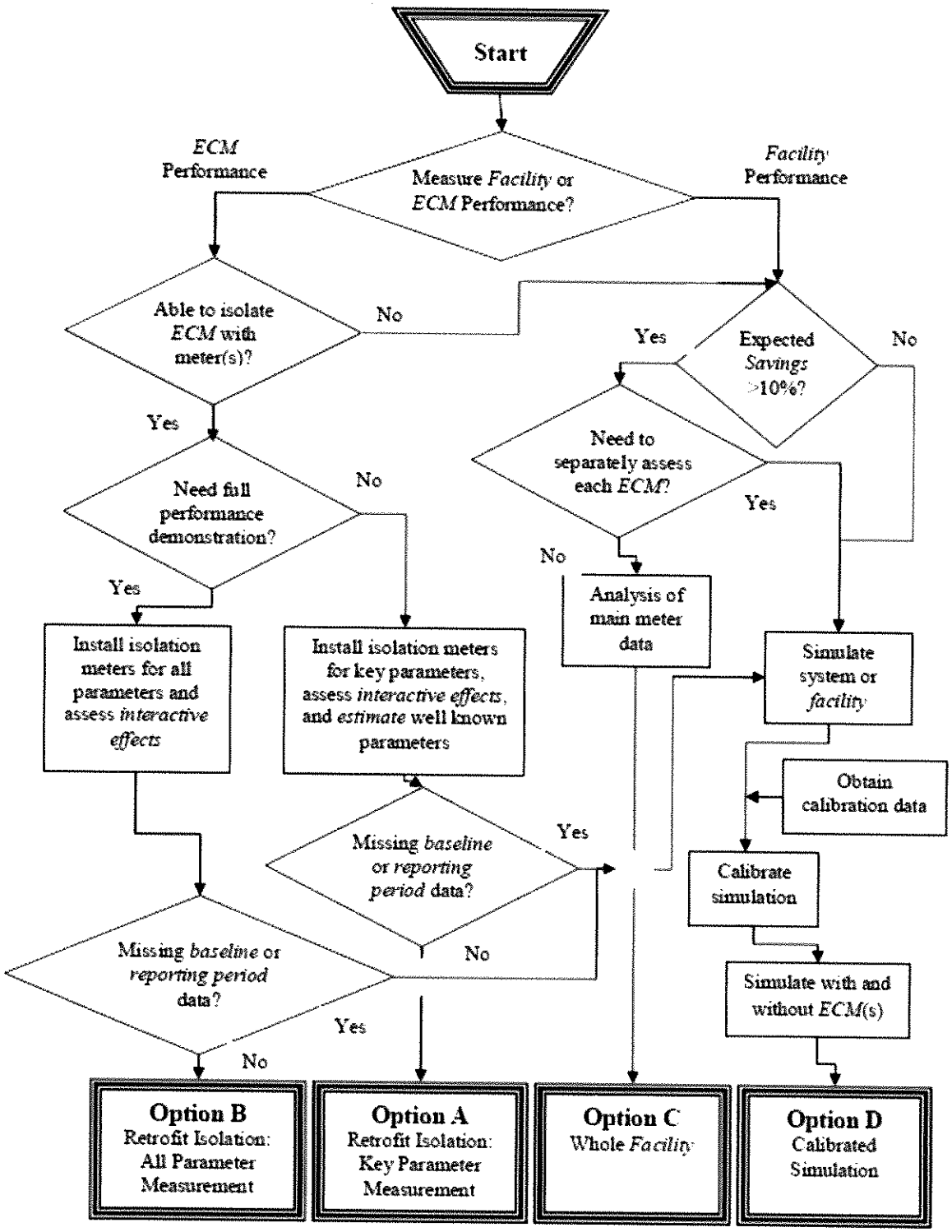
- Can the impact of the energy efficiency measures be isolated and measured easily?
- Is the whole building being impacted and are the savings interactive?
- How much will the measure(s) save compared to the baseline usage?
- How much will M&V cost for the measures applied?

These questions help identify which (if any) of the four IPMVP options are taken into consideration. The following tables outline these options and are taken from the "IPMVP – Concepts and Options for Determining Energy and Water Savings – Volume 1, January 2012."

IPMVP Option	How Savings Are Calculated	Typical Applications
A. Retrofit Isolation: Key Parameter Measurement *Savings* are determined by field measurement of the key performance parameter(s) which define the *energy* use of the *ECM*'s affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the *reporting period*. Parameters not selected for field measurement are *estimated*. *Estimates* can based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the *estimated* parameter is required. The plausible *savings* error arising from *estimation* rather than measurement is evaluated.	Engineering calculation of *baseline* and *reporting period energy* from: ○ short-term or continuous measurements of key operating parameter(s); and ○ *estimated* values. *Routine* and *non-routine adjustments* as required.	A lighting retrofit where power draw is the key performance parameter that is measured periodically. Estimate operating hours of the lights based on *facility* schedules and occupant behavior.
B. Retrofit Isolation: All Parameter Measurement *Savings* are determined by field measurement of the *energy* use of the *ECM*-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the *savings* and the length of the *reporting period*.	Short-term or continuous measurements of *baseline* and *reporting-period energy*, and/or engineering computations using measurements of proxies of *energy* use. Routine and non-routine adjustments as required.	Application of a variable-speed drive and controls to a motor to adjust pump flow. Measure electric power with a kW meter installed on the electrical supply to the motor, which reads the power every minute. In the *baseline period* this meter is in place for a week to verify *constant* loading. The meter is in place throughout the *reporting period* to track variations in power use.

IPMVP Option	How Savings Are Calculated	Typical Applications
C. Whole Facility *Savings* are determined by measuring energy use at the whole *facility* or sub-*facility* level. Continuous measurements of the entire *facility's energy* use are taken throughout the *reporting period*.	Analysis of whole *facility baseline* and *reporting period* (utility) meter data. *Routine adjustments* as required, using techniques such as simple comparison or regression analysis. *Non-routine adjustments* as required.	Multifaceted energy management program affecting many systems in a *facility*. Measure energy use with the gas and electric utility meters for a twelve month *baseline period* and throughout the *reporting period*.
D. Calibrated Simulation *Savings* are determined through simulation of the *energy* use of the whole *facility*, or of a sub-*facility*. Simulation routines are demonstrated to adequately model actual *energy* performance measured in the *facility*. This Option usually requires considerable skill in calibrated simulation.	Energy use simulation, calibrated with hourly or monthly utility billing data. (Energy end use metering may be used to help refine input data.)	Multifaceted energy management program affecting many systems in a facility but where no meter existed in the *baseline* period. Energy use measurements, after installation of gas and electric meters, are used to calibrate a simulation. *Baseline* energy use, determined using the calibrated simulation, is compared to a simulation of *reporting period* energy use.

The flow chart on the following page (also taken from the latest IPMVP version) outlines in more detail the evaluation process RES takes when developing a M&V plan.



Establishing Baseline Energy Use

Schedule F: Measurement & Verification

Establishing realistic baseline energy use is the key to a guaranteed energy savings project, in that it establishes the basis for all savings and creates the boundary conditions for the size of the savings opportunity. The baseline is more than the amount of energy used in the past, as reflected in a utility billing history; it is a prediction of how much energy a facility would use in the absence of the energy project during current and future operating parameters and weather conditions. The table below shows Reynolds' methods for establishing the energy baseline.

Reynolds Methods for Establishing Energy Baseline

Utility Meter Data Analysis: *Applied to Option C - Whole Building Metering.*

1. Establish energy use from utility bills over a two-year period prior to the project.
2. Construct a baseline energy model based on independent variables such as weather.
3. Apply normal weather data to the baseline energy model to determine the normalized annual energy baseline per applicable fuel type.
4. Adjust the baseline to compensate for operating abnormalities such as non-typical shut downs, code compliance, building alterations, or other events (such as summer school or night classes) that might affect typical year energy usage. **See Schedule E for Reynolds Energy Services evaluation of the existing HVAC system operation and adjusted baseline.**
5. Apply predetermined fuel rates to each utility type, aggregate costs to determine baseline energy costs. Apply predetermined escalation rates each year thereafter.
6. Adjust baseline monthly or yearly as required to compensate for operational changes.

Retrofit-Specific Analysis: *Applied to Option A – Retrofit Isolation*

1. Measure or estimate key parameter of existing equipment energy use prior to removal based on short-term measurements or manufacturer data (e.g., current and voltage readings for lighting, motors, etc.)
2. Estimate usage frequency (e.g., hours of operation) based on current building usage patterns.
3. Calculate estimated annual energy or water use utilizing accepted engineering calculations.
4. Apply predetermined fuel rates to each utility type, aggregate costs to determine baseline energy costs. Apply predetermined escalation rates each year thereafter.

Baseline Adjustments

The calculation methodology section of each M&V plan includes procedures for updating baseline or savings calculations during the project's performance period to compensate for the variables that affect savings. The generic methodologies shown in the following table are applied on a project and conservation measure specific basis:

Variable Affecting Savings	Post-Installation	Performance Period
Energy Prices: Neither Reynolds nor the owner has significant control over actual energy prices.	Energy prices and their escalation rates are fixed in the project's guarantee contract language.	
Operations: Beyond normal maintenance and operations, Owner's operating practices.	Savings calculations adjusted to reflect variance from the project's operational intent per the contract.	
Operating Hours: Changes in the length of operation of the facility, buildings, and systems.	Baseline and/or savings calculations adjusted to reflect variance from the project's operational intent per the contract.	
Loads: Changes in equipment and process loads not directly controlled by the building HVAC and lighting systems.	Baseline calculations adjusted to reflect changes from the project's operational intent per the contract.	
Preventive Maintenance, Repair and Replacement: In order to sustain energy savings, equipment/system performance must be maintained.	Not applicable	Savings calculations adjusted to reflect negative variance from equipment/systems performance criteria.
Major Changes to Facility: Changes such as reduction or increase in the number of students, facility closures, adding new wings, code non-compliance, or adding new loads (e.g., computers).	Baseline and/or savings calculations adjusted to reflect facility changes.	
Weather: Variations from "normalized" weather.	Not applicable	Baseline and/or savings calculations adjusted to reflect variance from normalized weather.

Weather Normalization Procedure

The normalization adjustment for weather is expressed as follows:

$$BEU_m = Base + (F1 \times HDD_m) + (F2 \times CDD_m)$$

Where,	BEU_m	=	Baseline energy use for month m
	Base	=	Constant, non-weather related energy consumption per month
	F1	=	Heating degree day factor
	HDD_m	=	Number of heating degree days in month m
	F2	=	Cooling degree day factor
	CDD_m	=	Number of cooling degree days in month m

In the above equation, Base, F1, and F2 are determined from the regression. The heating and cooling degree days are determined from current weather data. The heating and cooling degree day calculations are calculated using a base temperature that fits the building. Other non-routine adjustment factors such as change of floor-space, change in use of space etc. can be adjusted using similar mathematical relationships of dependent and independent variables.

Maintaining Savings

Reynolds' M&V methods are designed to provide feedback loops regarding variance from the project's operational intent. Typically, RES includes technical assistance within measurement and verification fees; this enables the collaboration required between RES and facility Operations and Maintenance staff to maintain performance throughout the project's performance period.

Reports

Quarterly RES will provide energy performance updates. Annually, RES provides a report that reconciles savings per the projects M&V plan. The following information is provided in the report:

- Utility Data Analysis - As required by the project's M&V plan, analysis of utility meter(s) energy use data is provided.
- Savings and Guarantee Reconciliation - Savings calculations are updated per the project's M&V plan. Guarantee is updated to reflect refinements that have negatively impacted savings.
- Measurement and Verification Data - Performance Period measurement data.

Project Specific M&V Methodologies

A measurement and verification plan specific to individual or logical groupings of conservation measures is included in this schedule. The EEMs are indexed to IPMVP methods in the following table:

Energy Efficiency Measure	IMPVP Option A Partially Measured Retrofit Isolation	IPMVP Option B Retrofit Isolation	IPMVP Option C Whole Facility	IPMVP Option D Calibrated Simulation
EEM 1: HVAC Upgrades			X	
EEM 2: Plumbing Upgrades	X			
EEM 3: Electrical Upgrades			X	
EEM 4: ATC Upgrades			X	
EEM 5: Roof Replacement			X	
EEM 6: Window and Door Upgrades			X	
EEM 7: Misc. Repairs / Code Compliance	N/A			

Project Specific M&V Plan

A logical M&V approach has been developed based on the scope of work outlined in Schedule A. A detailed outline of the M&V plan for Woodland Hills High School can be found on the following pages.

1) **Building energy efficiency measure(s) summary**
   - ✓ HVAC Upgrades
   - ✓ Plumbing Upgrades
   - ✓ Electrical Upgrades
   - ✓ ATC Upgrades
   - ✓ Roofing Replacement
   - ✓ Window and Door Upgrades
2) **IPMVP option description and boundary conditions**
   - ✓ Option C: Whole Facility – Electricity Consumption – Tracked utility metered billing
   - ✓ Option C: Whole Facility – Natural Gas Consumption – Tracked utility metered billing
   - ✓ Option A: Retrofit Isolation – Water Consumption – Engineering calculations based on installed equipment.
3) **Baseline:** Period, energy and conditions
   - ✓ Identification of baseline period – 2 year utility data from July 2016 through June 2018 – weather normalized to 2018 school fiscal year

- ✓ Baseline energy and consumption profile – Savings will be calculated from baseline indicated in Schedule E
- ✓ Independent variables used (i.e. ambient outside air temperature)
  - Weather data source: www.weatherdatadepot.com
  - Station : Pittsburgh, PA – Code: PA21
- ✓ Static factors dealing with energy and water usage
  a. Occupancy – 1381 students; 135 faculty
  b. Water Usage Patterns – n/a
  c. Building set points – Refer to Schedule I
  d. Existing envelope conditions and square footage
  e. HVAC and Plumbing equipment inventory – combination of existing and new MEP drawings available
  f. Existing operating conditions – faulty dampers, dirty coils, etc.

4) **Analysis period:** Upon substantial completion of the project, a performance period commencement letter will be issued to the owner. A measurement and verification kick-off meeting will occur. Bills will then be collected monthly. Energy reduction values are indicated and reconciled if necessary on an annual basis.

5) **Basis for adjustment**
- ✓ Routine baseline adjustments
  a. Linear regression models will be used to adjust the baseline to reflect actual weather conditions. An equation, $y = m*x + b$, is derived for both natural gas and specified electric consumption and demand.
- ✓ Non-routine baseline adjustments
  a. Procedure to calculate any changes in items 3a-3f as indicated above. Either agreed engineering calculations or appropriate building energy simulations.

6) **Analysis Procedure**
- ✓ Using the base equation as defined in the IPMVP,

Savings = (Baseline Energy – Reporting Period Energy) ± Routine Baseline Adjustments ± Non-Routine Baseline Adjustments

7) **Energy Prices:** Refer to Schedule C for utility rates being applied to the savings calculation shown above.

8) **Meter Specification:** Refer to Schedule C for a list of utility accounts and meters being analyzed.

9) **Monitoring Responsibilities:** RES and the client will outline roles and responsibilities associated with bill procurement, M&V reporting and project performance assurance at initial M&V kick-off meeting.

10) **Expected Accuracy:** Billing accuracy based on utility information provided. Balance point used for analysis will be 65 degrees Fahrenheit.

11) **Budget:** The first year cost is included in contract. Refer to Schedule C for annual fees.

12) **Report Format:** Quarterly reports and an annual report. Report outlines are geared to the needs of the Owner. Calculations will be made transparent and any data used will be available at the client's request.

13) **Quality Assurance:** RES Performance Assurance staff will perform the necessary client meetings and outline specific documentation requirements to ensure a successful energy efficiency project.

Schedule G: Construction and Installation

Introduction

This schedule provides milestone dates for construction and installation of the scope of work included in Schedule A of this contract. The project will be completed over the summer break which will allow for very little schedule float. RES will require the entire building to be vacated during construction.

Purpose

The purpose of this schedule is to maintain a controlled work site with the highest possible quality of construction services. The schedule is structured to allow the project to begin on March 11, 2019 **or as soon as Woodland Hills School District and RES execute the Guaranteed Energy Savings Agreement and appropriate notices are received by RES.** Based upon this schedule, subcontractor award and equipment submittals and approvals are projected to be completed and equipment available for installation starting as soon as June 11, 2019. It is anticipated that the following areas will be substantially completed by August 19, 2019 in time for teachers to return and prepare for students in the classroom areas.

- All classrooms
- Boys and Girls gang bathrooms in Area H
- Corridor work (except ceilings in Phase 2 areas which will remain open through Phase 2)
- Wrestling Room and associated gang bathrooms
- Weight Room
- Fitness Room
- Competition Gym
- PE/Team Locker Rooms
- Athletic Department Storage Spaces
- Stairways
- Sitework including new domestic and fire lines, natural gas service, and fire hydrants
- Roofing work

Other areas of Phase 1 will be completed as indicated below:

- Auxiliary Gym: August 30, 2019
- Wrestling Room and associated gang bathrooms: August 30, 2019
- Natatorium and associated lockers rooms: September 30, 2019

Construction Sequence

The construction sequence was developed to allow work activities to commence as soon as the materials with the shortest lead times become available.

After June 10, 2019, only the softball/baseball fields will be available for use until August 16, 2019. No other areas of the site nor the school building will be available between June 10 and August 16, 2019.

Work activities have been scheduled to occur at times that minimize impacts to occupied facilities. Furthermore, construction of the project has been sequenced such that various trade activities are

properly staged to limit the effects of trade stacking on any particular work trade. This will allow the most qualified tradesmen to perform their work with a focus on high quality workmanship while minimizing impact to both the facility and its occupants. Our on-site Construction Manager will work closely with the designated representative from the District on a daily basis to ensure that all work activities commence and continue with the least possible intrusion into the daily activities of the functioning facility. RES will examine and address these concerns thoroughly while creating the detailed construction installation schedules and will maintain reasonable flexibility in those schedules to allow Woodland Hills School District to dictate reasonable changes needed as a result of events or unforeseen commitments of spaces.

As the project approaches completion, RES will deliver as-built documentation, and operations and maintenance (O&M) documents to the District and schedule and facilitate training sessions for facilities personnel. RES will coordinate and schedule final inspections and acceptance by the District as each major component of the project is completed.

The following milestones are associated with the Construction Installation Phase, and the Measurement and Verification (M&V) Phase.

03-11-2019:	Reynolds begins after-hours ceiling demolition in corridors and prepares for contractor rough-in work in the corridors
04-01-2019:	Natatorium Area turnover; pool drained by WHSD to Reynolds.
05-01-2019:	Auxiliary Gym Area turnover from WHSD to Reynolds
06-07-2019:	Last day of school
06-07-2019:	Class of 2019 Graduation (Stadium or HS Gym, if rain)
06-11-2019:	Complete moving; building turned over to Reynolds
06-12-2019:	Start major demolition work in Classrooms and other areas of Phase 1
07-25-27-2019:	WHSD Auditorium use (single event)
08-16-2019:	Corridors and classrooms complete; Complete moving stored materials into building
08-19-2019:	Teachers return and prepare for students in the classroom areas
08-30-2019:	Auxiliary Gym complete
09-30-2019:	Natatorium and associated lockers rooms and Wrestling Room and associated gang bathrooms complete
Fall 2020:	Measurement and Verification commences after the completion of Phase 2.

Schedule H: Start Up and Commissioning

Introduction

The purpose of this document is to communicate the process and scope for commissioning services associated with the project. Confidence in building performance is created by executing the commissioning plan contained herein.

The commissioning (Cx) process executes the testing necessary to verify the project design, contractor and vendor performance, and the baseline performance of the installed systems. This documentation verifies the use of proper construction processes and documents resultant system and building performance. These data provide a comparative basis for analysis of the building performance over time. The commissioning process is summarized as follows:

- Define desired performance criteria.
- Prove design compliance with performance criteria.
- Collect actual performance data.
- Distill results into useful information.
- Strategize optimal performance.
- Take action to achieve predictable results.
- Train the user.

Strategy

Commissioning is applied at various phases of construction from design to completion and operation. The scope is defined by identifying the systems to be commissioned, system functional testing, and integrated systems acceptance testing for each scope item.

Schedule H: Start Up and Commissioning

Systems to be Commissioned

The following table summarizes the types of systems and specific equipment to be commissioned at part of this project.

TABLE: Summary of Systems to be Commissioned

System Type	Equipment
EEM 1: HVAC Upgrades	
HVAC equipment	Hot water boilers, chiller, pumps, fan coil units, dedicated outdoor air units, rooftop and in-building air handlers, unit heaters, exhaust fans
EEM 2: Plumbing Upgrades	
Domestic Water Heaters Replace water service mains Limited fixture replacement	Water heaters, new fixtures, new water service main
EEM 3: Electrical Upgrades	
Lighting, Power distribution, Telecommunications Life Safety	Any new LED fixtures replacing existing fixtures with T8 lamps/ballasts; lighting controls, switchgear, subpanels, PA and clock systems, fire alarm system, card access, data and phone systems
EEM 4: ATC Upgrades	
New automatic temperature control system	Graphics, trending, sequences of operation
EEM 5: Roofing Replacement	
New roof and insulation	Insulation
EEM 6: Window and Door Replacement	
New windows and exterior doors	Window air sealing, door operation and weather stripping
EEM 7: Misc. Repairs / Code Compliance	
Score Boards	Score board system

Roles and Responsibilities

Project team member roles and responsibilities for each process of the service are summarized in the table below. All phases of the process may not be applicable to each component of the project:

TABLE: Roles and Responsibilities during Commissioning Process

Cx Phase/Process	Roles, Responsibilities, & Work Products
Pre-Design	
Develop Cx Plan	*Commissioning Authority (CxA)* develops a Commissioning Plan.
Document Performance Criteria	*CxA* issues written guidelines for format and content of performance criteria. *Design Team* develops performance criteria. *CxA* reviews performance criteria and quantifies non-performance issues. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Design	
Engineering Analysis	During contract documents phase of design, *CxA* quantifies non-performance issues through preliminary and final reviews of design documents. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Specify Performance Testing Requirements	*CxA* develops System Pre-Functional & Functional Performance test plan, Integrated Systems Acceptance Test Plan, and supporting technical specifications. *Design Team* approves plans and technical specifications.
Construction	
Manage Performance Testing	*CxA* creates and manages critical path performance testing schedule. *Owner, Project Team* resolves non-performance issues quantified in the Project Issues List during performance testing.
Review Contractor Submittal Documentation	*Design Team* and *CxA* quantify non-performance issues through review of *Construction Team's* submittal documentation. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Develop Performance Testing Documentation	*CxA* develops Pre-Functional and Functional Performance Testing Manual(s) and Integrated System Acceptance Testing Manuals. *Design Team* approves manuals.
Pre-Functional & Functional Performance Testing	*CxA* quantifies non-performance issues by executing Pre-Functional and Functional Performance Testing.
Closeout	
Acceptance Performance Testing	*CxA* quantifies non-performance issues through execution of Integrated Systems Acceptance Performance Testing.
Review Contractor Closeout Documentation	*Design Team* and *CxA* quantify non-performance issues through review of *Construction Team's* closeout documentation. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Communicate Performance Testing Final Results	*Design Team* updates performance criteria. *CxA* develops Commissioning Report for approval by *Design Team*. Commissioning Report submitted to *Owner Team* by *CxA*.

Functional Performance Testing

Each system commissioned is subjected to a phased functional performance testing process that quantifies its performance relative to design intent. The following table summarizes each phase of Functional Performance Testing (FPT):

TABLE: Functional Performance Testing Phases

FPT Phase	Description
Pre-Functional Testing	Verify that equipment and components associated with a specific system have been provided per contract documents and function independent of each other per design intent.
System Functional Testing	Verify that the equipment and components associated with a specific system function together per design intent.
Testing, Adjusting, Balancing, & Optimization	Measure, adjust, and document terminal equipment flow rates to attain design intent flows. Document performance and capacity of terminal and central equipment. Optimize system set points to minimize resource demand and consumption.
Training	Communicate system programming, design intent, and sequence of operations to Operations and Maintenance staff responsible for system performance. As required, augment communication with equipment or component factory training.

Functional Performance Testing is further explained in the following table.

TABLE: Summary of Functional Performance Tests

Description	Methods/Criteria
Pre-Functional Testing	
Equipment Verification	Visually inspect all equipment and components comprising the system. Verify consistency between specified, submitted, and installed equipment.
Installation Verification	Visually inspect all equipment and components comprising the system and verify installation per contract documents, maintainability, and operational availability.
Operation Verification	Test all equipment and components comprising the system to verify that their independent performance complies with design intent. Examples are duct leakage testing, pipe leakage testing, piping flushing, system controls startup, vendor equipment startup, etc.
System Functional Testing	
Fail Safe Functions	Test performance of each control function dedicated to "fail safe" system operation.
Equipment Protection, Interlocks, and Life Safety Interface	Test performance of each control function dedicated to protecting system equipment, interfacing with life safety system(s), and interlocking operation of system equipment and components.

Schedule H: Start Up and Commissioning

Description	Methods/Criteria
Functions	
Hardware	Test performance of each system's controls device (e.g., Equipment Enable/Disable, Start/Stop, and Step, Equipment Modulation, Modulating Components, Step Components, Analog Sensors, Digital Sensors, etc.).
Schedule/Mode Switch Control Functions	Test performance of each control function dedicated to time scheduling, staging of the system mode, or staging of equipment and components. Examples of these control functions are optimal start/stop, occupied/unoccupied operation, automatic equipment alternation, etc.
Basic Control Functions	Test performance of each control function required for system operation. Examples of these control functions are: AHU discharge temperature control, AHU discharge static pressure control, hydronic system differential pressure control, etc.
Advanced Control Functions	Test performance of each control function included to optimize a system, but not required for system operation. Examples of these control functions are AHU discharge temperature reset, hydronic system temperature reset, etc.
Failures & Alarms Control Functions	Test performance of each control function dedicated to system failure and alarming.
Set points and/or Configuration	Verify system controls set points and/or configuration parameters (i.e. Verify set points and configuration parameters for fan-powered terminal unit).
Graphical User Interface	Test performance of system graphical user interface.
Testing, Adjusting, Balancing, & Optimization	
Measurement devices	Calibrate measurement devices (i.e., terminal unit primary airflow measurement stations, hydronic flow measurement stations, etc.)
Proportional Balance	Proportion airflow or hydronic flow to the identified system's terminal devices (e.g., grilles, registers, diffusers, coils, etc.) per contract documents.
Distribution Equipment Performance	Measure performance of distribution equipment (e.g., fans, pumps, etc.).
Production Equipment Performance	Measure performance of production equipment (e.g., boilers, chillers, cooling towers, etc.).
Heat Transfer Equipment Performance	Measure performance of heat transfer equipment (e.g., heat exchangers, coils, etc.).
Optimum set point(s)	Optimize set points (e.g., AHU discharge static pressure set point, hydronic system differential pressure, etc.) to minimize resource consumption and/or demand.
Training	
Design Intent	Summarize how the system is designed and operated to comply with the facility's Operational Intent.

Schedule H: Start Up and Commissioning

Description	Methods/Criteria
Sequence of Operations	Summarize how the system is automated to comply with the facility's Operational Intent.
Equipment or Component Training	Provide specified vendor training for key equipment and components.

Industry Standards and Guidelines Utilized

Commissioning services are provided utilizing the following industry standards and guidelines:

- **ASHRAE Guideline 0-2013 – The Commissioning Process**
- **ASHRAE Standard 202-2013 – Commissioning Process for Buildings and Systems**
- **U.S. Green Building Council**
  - Leadership in Energy & Environmental Design (LEED) GreenBuilding Rating System
- **Building Commissioning Association**
  - Building Commissioning Attributes
- **California Commissioning Collaborative**
  - California Commissioning Guide: Existing Buildings
- **Portland Energy Conservation, Inc. (PECI)**
  - Model Commissioning Plan and Guide Specifications - 2005

Comfort Standards - Indoor

The interior occupant space conditions (temperature and humidity) will conform to industry-standard practices of the HVAC industry as set-forth by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) in the standard's publication entitled, ASHRAE Standard 55-2013: Thermal Environmental Conditions for Human Occupancy.

It is important to note that because of individual differences and personal preferences pertaining to comfort, the standard is designed to accommodate a minimum of 80% of the occupants. Comfort is a measure that factors both dry bulb temperature and relative humidity. The following table is a summary of acceptable indoor comfort conditions:

Relative Humidity	Winter Temperature (indoor)	Summer Temperature (indoor)
30%	68.5°F to 73.5°F	75.0°F to 80.0°F
40%	68.0°F to 73.5°F	74.5°F to 80.0°F
50%	68.0°F to 73.5°F	74.0°F to 79.0°F
60%	67.5°F to 72.0°F	74.0°F to 78.5°F

A set point of 76˚F will be utilized for cooling with a +/- of 2˚F the local thermostat allowing the **minimum cooling occupied temperature to be 74˚F** in the cooling mode. A set point of 70˚F will be utilized for heating with a +/- of 2˚F at the local thermostat allowing the **maximum heating occupied temperature to be 72˚F**. Night setback will be adjusted such that indoor comfort levels can be established by the start of the occupied hours.

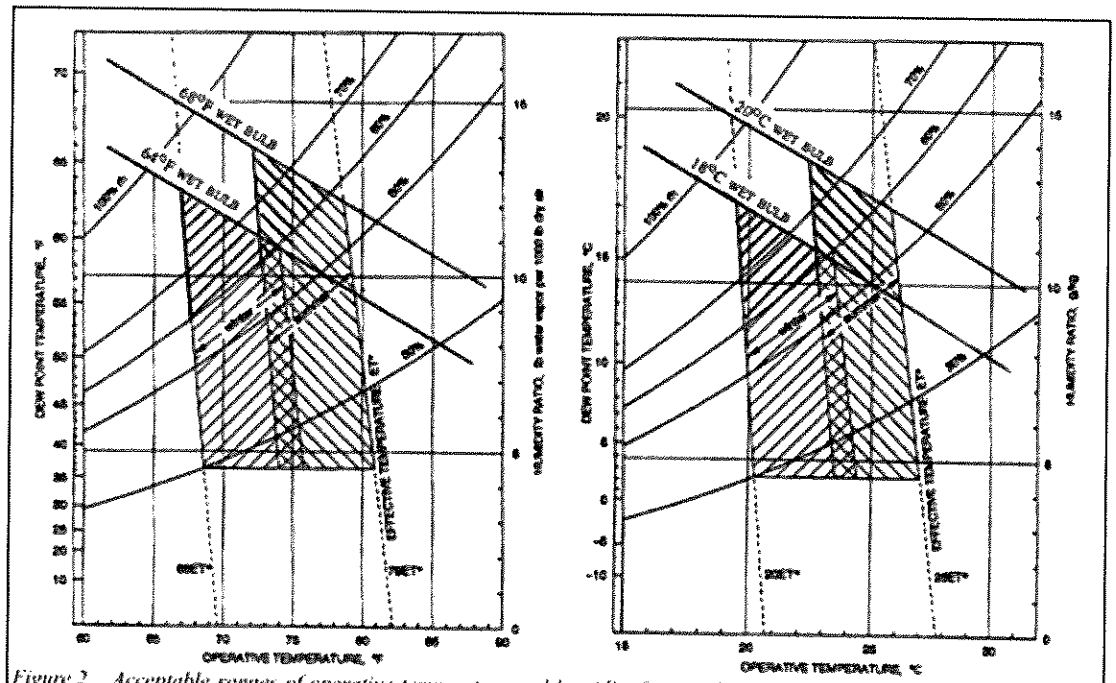


Figure 2 Acceptable ranges of operative temperature and humidity for people in typical summer and winter clothing during light, primarily sedentary activity (≤1.2 met). The operative temperature ranges are based on a 10% dissatisfaction criterion.

ANSI/ASHRAE Standard 55 – Acceptable Temperature Ranges for Winter and Summer Operation

Schedule I: Standards of Comfort

Building Schedules and Set Points

This Section includes the building schedules and set points to be included for the various spaces located within the school. The following schedules and set points were used for baseline energy usage analysis and savings calculations. Any variance from these parameters may necessitate baseline adjustments.

Main Session – Refer to School Calendar for Exact Dates

Space Type	Hours		Occupied Setpoints		Unoccupied Setpoints	
	Occupied	Unoccupied	Heating	Cooling	Heating	Cooling
Office Areas	M-F: 7-4	Wkd./Hol.	70	76	60	85
Classrooms	M-F: 7-4	Wkd./Hol.	70	76	60	85
Cafeteria	M-F: 7-4	Wkd./Hol.	68	76	60	85
Library	M-F: 7-4	Wkd./Hol.	68	74	60	80
Gymnasium/LGI	M-F: 7-4	Wkd./Hol.	68	76	60	85
Hallways	M-F: 7-4	Wkd./Hol.	68		60	
Storage areas	M-F: 7-4	Wkd./Hol.	65		60	

Summer Session – Refer to School Calendar for Exact Dates

Space Type	Hours		Occupied Setpoints		Unoccupied Setpoints	
	Occupied	Unoccupied	Heating	Cooling	Heating	Cooling
Office Areas	M-F: 8-3	Wkd./Hol.		76		85
Classrooms		Weekday/Wkd./Hol.				85
Cafeteria		Weekday/Wkd./Hol.				85
Library		Weekday/Wkd./Hol.				80
Gymnasium/LGI		Weekday/Wkd./Hol.				
Hallways		Wkd./Hol.				
Storage areas		Weekday/Wkd./Hol.				

School Calendar

The school calendar provided on the following page identifies Main Session and Summer Session occupied, weekend and holiday days for the 2018-2019 school year. Each successive performance year shall assume the same number of day types as reflected in this calendar.

Woodland Hills School District 2018-19 Calendar

1/31/18

July 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018

Su	Mo	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	NTO	NTO	18
19	NTO	▣	□	□	◆	25
26	27	28	29	30	31	

September 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	●	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	▣	◆	29
30						

October 2018

Sun	Mo	Tue	We	Thu	Fri	Sat
	1	2	3	4	5	6
7	▣	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	X	□	10
11	12	13	14	15	16	17
18	19	20	*	●	●	24
25	●	27	28	29	30	

December 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	*	22
23	●	●	●	●	●	29
30	●					

January 2019

Sun	Mo	Tue	We	Thu	Fri	Sat
		●	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	●	22	23	24	25	26
27	28	29	30	31		

February 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	X	□	16
17	⊛	19	20	21	22	23
24	25	26	27	28		

March 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	▣	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	*	⊛	●	●	20
21	▣	⊛	24	25	26	27
28	29	30				

May 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	●	28	29	30	31	

June 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	*	8
9	◆	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Schedule of Events

August 16,17,20	New Teacher Orientation
August 21	Opening Day (8:00AM-1:00PM)
August 22, 23	In-Service Day (8:00AM-3:30PM)
August 24	Clerical—Kindergarten Orientation
August 27	First Day for Students
September 3	Labor Day
September 27	In-Service Day (8:00AM-1:00PM)
September 28	Clerical
October 8	In-Service Day (8:00AM-1:00 PM)
November 8	Parent/Teacher Conference - Act 80 Day
November 9	In-Service Day (8:00AM-3:30PM)
November 21	Early Dismissal for Students
November 22-26	Thanksgiving Holiday
December 21	Early Dismissal for Students
December 24-January 1	Winter Break
January 21	Martin Luther King, Jr. Holiday
February 14	Parent/Teacher Conference—Act 80 Day
February 15	In-Service Day (8:00AM — 3:30PM)
February 18	Presidents' Day—Snow Make Up
March 15	In-Service (8:00AM—1:00PM)
April 16	Early Dismissal for Students
April 17	Snow Make Up (Spring Break)
April 18—19	Spring Break
April 22	In-Service (8:00AM —1:00PM)
April 23	Snow Make Up
May 27	Memorial Day
June 7	Last Day for Students (Early Dismissal) Graduation
June 10	Clerical Day

Open House Schedule

September 25
Intermediate

September 26
Academy/Edgewood/Wilkins

September 27
Jr./Sr. High School/Rankin

Parent/Teacher Conferences
(Act 80 Days)
November 8 and February 14
9:00AM-4:30PM
(Students do not report)

February 18, April 17 and April 23, 2019 are designated as snow days. Additional snow days will be made up at the end of the school year.

Monthly Total of Days

Teacher		Student
9	August	5
19	September	17
23	October	22
19	November	18
15	December	15
21	January	21
19	February	18
21	March	20
18	April	17
22	May	22
6	June	5
192		**180**

*Act 80 Days are counted as student days

Codes

- ● No School
- □ In-service: All Day
- ▣ In-service: 8am -1pm Teachers only
- ◆ Clerical Day
- X Parent/Teacher Conferences (K-12) (Act 80)
- ⊛ Snow Day
- * Early Dismissal for Students
- NTO New Teacher Orientation

Schedule J: Maintenance Responsibilities

RES will provide maintenance schedules, checklists and training necessary for the Customer to properly execute all maintenance activities for equipment installed under this Agreement.

Maintenance Responsibilities

RES will provide training for systems and equipment installed as part of the Guaranteed Energy Savings Agreement. RES will either conduct or arrange for this equipment training utilizing RES personnel, equipment vendors and subcontractors to provide the proper level of training for the type of training requested. The Customer will be asked to provide a list of those individuals that should receive training and to assist RES in notifying these individuals. The Customer will provide, as needed, any required meeting space.

Each training opportunity will be tailored to the needs of the Customer needs and can be geared toward maintenance training or building user training. The goal is to avoid maintenance or end user frustration in dealing with systems that are foreign to the present facilities infrastructure.

Maintenance, repair, and timely replacement of mechanical systems are integral to achieving equipment performance and obtaining long-term energy savings. The element and responsibilities for equipment maintenance are summarized as follows:

- ***Preventive Maintenance:*** Provide standard equipment and component maintenance to prevent degradation of fundamental building systems performance. Examples include inspection, lubrication, testing, and adjustment. All preventative maintenance will be performed by the Customer. RES will provide the Customer with a preventative maintenance best practices plan summarizing the type and frequency of maintenance activities recommended by the manufacturer.
- ***Planned Replacement:*** Replacement or major rebuild of equipment and components will be required near the end of the economic useful life of the equipment, which will vary for each system. All planned replacement will be performed by the Customer.
- ***Corrective Maintenance:*** Repairs and/or adjustment of equipment and components to correct non-performance discovered during the execution of preventive and/or responsive maintenance. RES will provide corrective maintenance that is a direct result of a warranty issue for equipment installed under this agreement during the warranty period. All corrective maintenance on equipment failure that is not caused by a warranty issue, existing equipment, and maintenance required following the warranty period will be performed by the Customer.
- ***Responsive Maintenance:*** On call response to non-performance of systems, equipment, and components. Typically, response is provided within a time frame that is dependent upon the severity of the issue. Priority response levels are determined by the critical nature of systems, equipment, and components. RES will be responsible for providing responsive maintenance that is a direct result of a warranty issue for equipment installed under this GESA during the warranty period. All responsive maintenance on equipment failures that were not caused by a warranty issue, existing equipment, and maintenance required following the warranty period will be performed by the Customer.

Warranty Summary

All equipment installed as part of this Guaranteed Energy Savings Project will be covered by a one-year warranty from the date of EEM completion, equipment startup and beneficial use by the Owner. Where new equipment is added to existing equipment or systems, only the new equipment will carry this one-year warranty. An equipment list will be prepared as part of the Operation and Maintenance (O&M) Manual for each EEM at project closeout which will detail all warranty dates including any manufacturers' warranties which exceed this one-year period. This document will also include any specific service details which might be required to keep these warranties in force. The fields will be completed at close-out to provide a quick reference for the overall warranty information for the project. Additionally, RES will provide manufacturer's warranty certificates for equipment which is warranted beyond the one-year construction warranty period. Final versions of these documents will be provided at project closeout both as part of the individual O&M manuals and as an insert to this document for a centralized record of warranty information.

Exhibit I: Performance Bond/Construction Bond

Performance Bond/Construction Bond

"The payment and performance bond provided by the ESCO shall specifically exclude coverage for those portions of the Guaranteed Energy Services Agreement and/or Energy Services Agreement Addendum pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives and any other clauses which do not relate specifically to construction or construction management and supervision of work for purchasing and installing of ESCO Equipment, or for work to be accomplished by the Owner."

RES will bond all construction work including Hard Cost, Contingency, Construction Management/ Project Management, and associated OH&P.

Upon execution of the *Guaranteed Energy Savings Agreement* Amendment by the Customer, the Payment and Performance Bond will be provided to the Customer for inclusion in this Exhibit.

Exhibit II: Certificate of Acceptance

Certificate of Acceptance

Upon the installation and owner acceptance of equipment, Woodland Hills School District will issue a *Certificate of Acceptance – Installed Equipment* to RES for inclusion in this section.

Exhibit III: Certificates of Insurance

Certificates of Insurance

A *Certificate of Professional Liability Insurance* listing Woodland Hills School District as the additional insured is attached.

A *Certificate of General Liability Insurance* listing Woodland Hills School District as the certificate holder is also attached.

May 6, 2019

Mr. Michael A. Gigliotti
Business Manager/Board Secretary
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104

RE: Woodland Hills School District
Phase 1 Energy Renovations
RES Project No. 18-9143
Amendment No. 4

Dear Mr. Gigliotti:

Enclosed please find an original fully executed Amendment No. 4 to the Guaranteed Energy Savings Agreement between Woodland Hills School District and Reynolds Energy Services, Inc.

Should you have any questions, please contact me. Thank you.

Sincerely,

REYNOLDS ENERGY SERVICES, INC.

Sheri L. Fuller
Sheri L. Fuller
Project Coordinator

Attachments (Amendment)

CC: Project File 101A
Corporate Contract File (Copy)
Michael Conchilla, RES (E Copy)
Rob Strickler, RES (E Copy)
Roshelle Fennell, RES (E Copy)
Lucas Hostetler, RES (E Copy)

3300 North Third Street, Harrisburg, PA 17110
Phone: 717-238-5737 Fax: 717-238-9410
www.reynoldssolutions.com

AMENDMENT NO. 4
WOODLAND HILLS SCHOOL DISTRICT

THIS AMENDMENT is made and entered into this 17th day of April, 2019, by and between the **WOODLAND HILLS SCHOOL DISTRICT**, whose principal place of business is located at 531 Jones Avenue, North Braddock, PA 15104 (hereinafter termed "WHSD"), and **REYNOLDS ENERGY SERVICES, INC.**, whose principal place of business is located at 3300 North Third Street, Harrisburg, Pennsylvania 17110 (hereinafter termed "RES"), amends the Guaranteed Energy Savings Agreement, as amended (hereinafter termed "GESA") entered into by the parties on the 15th day of March, 2017.

SCOPE OF SERVICES

The GESA Scope of Services is hereby amended, as follows:

Provide HVAC, electrical, plumbing and architectural work at Woodland Hills Junior/Senior High School, located at 2550 Greensburg Pike, Pittsburgh, PA 15221, with scope of work, costs and savings as described in the following schedules:

SCHEDULE A: SCOPE OF WORK
SCHEDULE B: PROJECT COSTS AND CASH FLOW ANALYSIS
SCHEDULE C: ENERGY SAVINGS GUARANTEE – *NO CHANGE*
SCHEDULE D: COMPENSATION TO RES
SCHEDULE E: BASELINE ENERGY CONSUMPTION – *NO CHANGE*
SCHEDULE F: SAVINGS MEASUREMENT & VERIFICATION – *NO CHANGE*
SCHEDULE G: CONSTRUCTION AND INSTALLATION SCHEDULE – *NO CHANGE*
SCHEDULE H: SYSTEM START-UP AND COMMISSIONING – *NO CHANGE*
SCHEDULE I: STANDARDS OF COMFORT – *NO CHANGE*
SCHEDULE J: MAINTENANCE RESPONSIBILITIES – *NO CHANGE*

CONTRACT SUM / AMENDMENT COST

The Contract Sum prior to the execution of this Amendment No. 3 is **$30,615,970.00.**

The total cost of this Amendment No. 4 is an **add** of **$140,000.00**

Upon execution of this Amendment No. 4, the revised Contract Sum shall be **$ 30,755,970.00.**

AMENDMENT NO. 4
WOODLAND HILLS SCHOOL DISTRICT

OTHER TERMS & CONDITIONS

Other buildings eligible for Guaranteed Energy Savings Work under the Base Agreement may be added, by amendment, only at the sole discretion of WHSD. Nothing in the Base Agreement or this Amendment shall obligate the WHSD to undertake GESA projects in the other eligible buildings.

The Scope of Services in this amendment is in addition to the Scopes of Services procured through the Base Guaranteed Energy Savings Agreement including Amendments No. 1, No. 2 and No. 3.

Performance and Payment Bonds will be adjusted appropriately for the construction value of this amendment.

All other terms and conditions included in the GESA, executed on March 15, 2017, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

WOODLAND HILLS SCHOOL DISTRICT

(Signature)

Jamie Glasser, Board President
(Name/Title)

REYNOLDS ENERGY SERVICES, INC.

(Signature) 5.2.19

Richard A. Evans, President
(Name/Title)

FIRE PROTECTION SCOPE OF WORK

1. Provide a fire protection system in Phase 1. Provide a complete wet pipe combined sprinkler/standpipe (Class I - Manual Wet) system in accordance with NFPA Standards 13-2016 and 24-2016, 2015 IBC and 2015 IFC.
2. Provide a new fire line from Braddock Road through a new meter pit to the building. The fire line will run to a new Fire Sprinkler Room in Storage 106 near the auditorium.
3. The building will be divided into eight sprinkler zones that will be fed from the new Fire Sprinkler Room. Phase 1 work will include Zones 1-1 through 1-4. Additionally, Zone 2-1, which has an existing sprinkler system feed from the domestic water system in the basement maintenance area, will be refed with a new express line. The existing Zone 2-1 zone valve and sprinkler piping system will remain unchanged in Phase 1. The sprinkler piping in Zone 2-1 will be replaced in Phase 2.
4. Provide Zone Valves 1-1 and 1-2 in Stair C-S1-2. Provide Zone Valves 1-3 and 1-4 in Stair E-S1-1.
5. Piping Mains will be Schedule 10 grooved steel pipe with grooved fittings and welded outlets. Branch lines smaller than 2 inches will be Schedule 40 threaded steel pipe and malleable fittings.
6. Educational areas that will be sprinklered including classrooms, offices, corridors and toilet rooms will be classified as Light Hazard.
7. Areas of the building classified as Ordinary Hazard (Group 1) will include all mechanical rooms, laundry rooms, janitor and storage rooms. Within an Ordinary Hazard (Group 1) occupancy, combustibility is low, quantity of combustibles is moderate, stockpiles of combustibles do not exceed a height of 8 feet, and fires with moderate rates of heat release are expected. Flammable and combustible liquids shall be nonexistent, or very limited and stored within a listed and vented flammable storage cabinet. Phase 2 will include other ordinary hazard classification areas (Group 1 and Group 2) including kitchen, cafeteria, and food service areas, garage areas and stage.
8. All upright sprinkler heads including heads in mechanical and electrical rooms, laundry rooms, janitor and storage rooms, Competition Gym, Auxiliary Gym, Fitness Room C201, Weight Room C202, and Wrestling Room D201 shall be provided with head guards.
9. Remove all dry chemical extinguishing systems located in first and second floor storage rooms within the Phase 1 areas where new fire protection sprinklers are provided.

Clarifications and Exclusions:

1. No fire pump is included (nor required).
2. Dry pendent sprinklers serving refrigerated spaces will be installed in Phase 2.
3. The only work in the Phase 2 area of the building that is included in Phase 1 work is where the fire service line enters the building in the new Fire Sprinkler Room, the main fire protection riser, the express mains that extend from the new Fire Sprinkler Room to their respective zones

1-1 through 1-4 and 2-1 as described. All other fire protection sprinkler piping and related equipment will be installed as part of Phase 2.

PLUMBING SCOPE OF WORK

1. Provide a new domestic water main from Braddock Road through a new meter pit to the building. The water main will enter the building where the existing water service enters the building (in the crawl space near the auditorium). Provide a new duplex pressure reducing valve assembly.
2. In the existing Natatorium locker rooms, cut, cap, and secure water lines to make safe for demolition of plumbing piping and fixtures.
3. In the locker rooms where showers will be re-worked, remove the existing shower equipment, coverings, piping, valves, and supports and prepare the shower area for new shower fixtures. Cut the floor to remove the existing floor drains and prepare existing under floor sanitary lines to connect to new floor drains.
4. Domestic water system:
    a. Provide new hot water, hot water return, and cold-water mains to serve the Phase 1 area.
    b. Provide new domestic lines in the boiler room to service the new hot water heating system. Extend hot water lines from the water heaters to the new hot water storage tank. Provide new circulation pumps. Connect new domestic hot water lines from the new storage tank to the existing hot water distribution system. Provide flue gas venting.
    c. Provide make up water for the boiler room equipment.
    d. Provide a new hot water heating system to serve the locker room area. Extend hot water lines from the water heaters to the new hot water storage tank. Provide new circulation pumps. Connect new domestic hot water lines from the new storage tank to the existing hot water distribution system. Provide flue gas venting.
    e. For the gang bathroom group near the cafeteria, provide new hot and cold-water lines to the connection point in the crawl space. Existing gang bathroom domestic water lines will be reused. Fixtures in this gang bathroom will be replaced.
    f. For the Boys Locker Room (C112 and adjacent rooms) and Girls Locker Room (C108 and adjacent rooms), provide new hot and cold-water lines to the connection point above the existing ceiling. Existing gang locker room domestic water lines will be reused.
    g. Provide new hot and cold-water supply piping to the new shower locations in the locker rooms.
    h. Provide new hot and cold-water supply piping to the new fixtures in the new Natatorium locker room.
    i. Provide new hot and cold-water supply piping to the new fixtures as indicated for the new gang bathrooms adjacent to the new Weight Room.
    j. Provide new point-of-use thermostatic mixing valves at plumbing fixtures where required.

   k. Replace exterior wall hydrants in the Phase 1 work area.
5. New sanitary sewer and vent lines:
   a. Provide new sanitary and vent piping serving the new Natatorium locker room plumbing fixtures.
   b. Provide new sanitary and vent piping serving new plumbing fixtures for the new gang bathrooms adjacent to the new Weight Room.
   c. For the gang bathroom group near the cafeteria, provide new sanitary lines.
   d. Provide new floor drains and sanitary lines serving the new shower layout in the locker rooms. Cut floor and excavate to install new sanitary drains and vent.
6. Roof and storm drain system:
   a. Provide new roof drains and connect to the existing storm drain piping.
   b. Provide new overflow drains. Provide new storm drain piping. Provide downspout nozzles for secondary drain discharge that will be installed through the exterior masonry façade of the building.
7. Natural gas system:
   a. Provide new gas service line from Braddock Road to a new meter location across the road from the existing natural gas piping entrance to the building. Remove the regulation station at the existing service entrance.
   b. In the boiler room, provide new gas piping to boilers and the new hot water heater.
   c. For the new water heater serving the locker room area, provide new gas piping.
   d. Modify and extend the gas line in the existing laundry room to the new water heater and existing, relocated dryer.
   e. Extend a new gas line to the new laundry area. Connect to the new water heater and new dryer.
8. Laundry rooms:
   a. Existing laundry room: Provide new hot and cold-water piping to the relocated existing extraction washer. Provide new drain from washer to a new trench drain. Provide new gas piping to the relocated gas dryer. Replace the hot water heater with a new gas-fire hot water heater. Provide new combustion vent through the roof.
   b. New laundry room: Provide new hot and cold-water piping to the new extraction washer. Provide a new drain from the washer to a new trench drain. Provide new gas piping to the new gas dryer. Replace the hot water heater with a new gas-fire hot water heater. Provide new combustion vent through the roof.

<u>Clarifications and Exclusions:</u>

1. No work is included in classrooms including standard and science classrooms, kitchen and food service areas, bathrooms other than in Phase 1.
2. Water coolers will be replaced as part of Phase 2.

HEATING, VENTILATION & AIR-CONDITIONING (HVAC) SCOPE OF WORK

1. The HVAC systems will be installed to serve the Phase 1 work areas. Central systems such as the boiler plant and chiller plant will have the capacity to serve the entire school, though partial installation of these central systems may occur in Phase 1 with the balance of work occurring in Phase 2.
2. The existing steam system will remain operational for the Phase 2 work area. One steam boiler will be removed in Phase 1 (B-3) including associated gas burner, draft fan, steam and condensate piping, gas piping, vent piping, valves, hangers, insulation, all associated controls devices, controls wiring and conduit, pneumatic piping and devices while maintaining operation of two existing steam boilers (B-1 and B-2) and associated boiler feed system. The condensate return pumping systems in the boiler room shall remain in service. Steam and condensate piping will be disconnected from the HVAC equipment removed from service in Phase 1. For the 2019-2020 heating season, redundant steam boilers will be available for heating season operation.
3. Chilled water system: A new chilled water system will be installed. Initially it will only serve equipment requiring chilled water installed in Phase 1. It will be expanded in Phase 2.
    a. Provide two (2) new nominal 200-ton air-cooled chillers located on new chiller pads near the basement loading dock. Each chiller will have a dedicated set of duplex pumps. Two main chiller pumps will be installed in Phase 1 and a third chilled water pump will be installed in Phase 2. Provide expansion tanks as required. The primary and secondary chilled water loops will be separated with a combination hydraulic separator/air eliminator/dirt separator.
    b. Provide new insulated chilled water piping between the chillers, pumps, and terminal equipment in the Phase 1 work area. Chilled water piping will be run to new equipment including fan coil units and air handling units that use chilled water for cooling.
    c. Freeze protection for outdoor chilled water piping will include electric heat trace for the evaporator bundles and outdoor piping. At low outdoor temperatures, the primary pumps will also cycle for water circulation.
4. Hot water system: A new hot water system will be installed.
    a. Provide two (2) new 5,000 MBH, gas-fired hot water boilers in Phase 1. A third matching boiler will be installed in Phase 2. Each boiler will have a circulation pump that connects to a new hot water header. Two new main hot water pumps will be installed in Phase 1 and a third hot water pump will be installed in Phase 2. Provide expansion tanks as required. The primary and secondary hot water heating loops will be separated with a combination hydraulic separator/air eliminator/dirt separator.
    b. Provide new insulated hot water piping between the boilers, pumps, and terminal equipment in the Phase 1 work area. Hot water piping will be run to new equipment including rooftop dehumidification air handling units, packaged rooftop units, natatorium dehumidification air handling units, variable air volume boxes with heating

coils, duct-mounted heating coils, unit ventilators, fan coil units, air handling units, cabinet unit heaters, and unit heaters that use hot water for heating. Equipment heating coils will be designed for a hot water supply temperature of 140°F to operate the boilers at condensing temperatures for optimal efficiency (hot water return temperatures less than 120°F).

5. Ductwork
    a. Supply and return air ductwork shall be galvanized steel of minimum 2-inch water gauge pressure class for mains (3-inch water gauge for VAV supply ductwork upstream of VAV boxes), and minimum 1-inch water gauge pressure class for branches. All ductwork shall be constructed, installed, and sealed in accordance with the 2012 edition of "HVAC Duct Construction Standards – Metal and Flexible," published by SMANCA.
    b. Ductwork will be fabricated from galvanized steel except that aluminum will be used for the new Natatorium and Pool Locker Rooms.
    c. Duct systems will be provided with external insulation. HVAC duct insulation minimum R-value and thickness shall be in accordance with the International Mechanical Code. Lined ductwork will not be used for new duct systems.
6. Dedicated Outdoor Air Systems (DOAS)
    a. Roof-mounted dedicated outdoor air handling systems will serve classroom spaces. Since the DOAS units will operate with 100% outside air during the occupied period, an air-to-air energy recovery wheel will preheat the outside air. During summer operation, the energy recovery wheel will pre-cool the outside air. Each unit will deliver ventilation supply air at space neutral conditions (maximum 62°F dewpoint temperature; 65°F to 75°F dry bulb temperature). Each unit will also have the capability to provide unoccupied period dehumidification operating in a recirculated air mode. Each unit shall include the following components:
        i. Double wall construction
        ii. Direct drive, backward curved, plenum supply and exhaust fans with variable frequency drives and premium efficiency motors
        iii. Packaged refrigeration system fully charged with R-410A refrigerant including compressors, evaporator coils, hot gas reheat coils, air-cooled condenser coils, and condenser fans
        iv. Air-to-air energy recovery wheel for sensible and latent energy transfer between the exhaust and supply air streams
        v. Variable capacity scroll compressor on the lead refrigeration circuit
        vi. Hot gas reheat coil with modulating valve on the lead refrigeration circuit for dehumidification mode of operation
        vii. DX Cooling coil with double sloped stainless-steel drain pan
        viii. Hot water heating coil with an in-line freeze protection pump
        ix. 2-inch thick, MERV-8 pleated air filters

7. Classrooms: Each classroom will have a dedicated fan coil unit with separate chilled water and hot water heating coils connected to the building 4-pipe system. The units shall operate with 100% return air and not have motor operated dampers. The supply fans shall have ECM motors and be controlled for variable air volume single zone operation.
8. Media Center
    a. The HVAC equipment installed in 2012 that serves the Media Center will remain with modifications for the new hot water system. This equipment includes:
        i. A new dedicated outside air unit will be provided to serve the Media Center and nearby classrooms.
        ii. Existing finned tube radiation installed nearly 360-degrees around the Media Center perimeter will be changed over to hot water operation.
        iii. VRF System: The existing Mitsubishi Electric City-Multi VRF System includes 17 indoor ceiling mounted cooling / heating fan coil units and a pair of roof-mounted City-Multi condensing units will remain in service now and through Phase 2.
9. Competition Gymnasium
    a. The existing indoor heating and ventilating air handling units will be removed. The four existing roof-mounted gym exhaust fans will be removed. The gymnasium ductwork will be cleaned and reused.
    b. Two new packaged rooftop units will be installed on the roof. These units include DX cooling, hot water heating, energy recovery wheels, and will utilize space CO_2 measurement for demand control ventilation. Each system will be configured for variable-air-volume air distribution and a stable supply air system dew point temperature during cooling season to promote humidity control.
        i. Double wall construction
        ii. Direct drive, backward curved, plenum supply and exhaust fans with variable frequency drives and premium efficiency motors
        iii. Packaged refrigeration system fully charged with R-410A refrigerant including compressors, evaporator coils, hot gas reheat coils, air-cooled condenser coils, and condenser fans
        iv. Air-to-air energy recovery wheel for sensible and latent energy transfer between the exhaust and supply air streams
        v. Variable capacity scroll compressor on the lead refrigeration circuit
        vi. Hot gas reheat coil with modulating valve on the lead refrigeration circuit for dehumidification mode of operation
        vii. DX Cooling coil with double sloped stainless-steel drain pan
        viii. 2-inch thick, MERV-8 pleated air filters
        ix. Motor operated outside air and return air dampers and barometric exhaust air dampers

10. Auxiliary Gymnasium
    a. The three existing air handling units will be removed.
    b. Two new suspended air handling units with 2-pipe heating/cooling coils will be installed. The units will operate with 100% return air unless conditions are suitable for airside economizer cooling. A third unit will be a roof-mounted DOAS unit with DX cooling that will operate based on space CO_2 measurement for demand control ventilation.
    c. Provide new ductwork.
11. Gymnasium Locker Rooms
    a. New unit ventilators with hot water coils will replace the existing unit ventilators. A dedicated outside air system will provide ventilation air to the unit ventilators and provide exhaust from the adjacent shower rooms. The DOAS unit will provide pre-conditioned outside air and provide humidity control for the locker rooms.
12. Athletic Offices will be served by ductless split systems.
13. Natatorium and Pool Locker Rooms
    a. Remove the two existing indoor dehumidification units with remote outdoor air-cooled condensers serve that the pool.
    b. Provide two new pool dehumidification systems to serve the Natatorium. Provide new refrigerant piping. Extend and connect pool heat recovery and condensate piping to the new units. Heat recovery from the dehumidifier's refrigeration system will be used to transfer heat to the pool water. Recovered energy can also be directed to a hot gas reheat coil in the supply airstream or an outdoor condenser. Extend existing ductwork to the new units. New ductwork and new diffusers will be aluminum. Provide limited ductwork modifications. The new system will maintain the pool air temperature at approximately 84°F, or 2 to 4°F above the water temperature and maintain the pool air relative humidity between 50% and 60%.
    c. Provide two levels of outdoor ventilation air during occupied periods corresponding with "normal" and "event" modes. The additional outdoor airflow required for the "event" mode will be supplied with a dedicated outdoor air system serving the spectator area and only activated during special events.
    d. Provide a new roof-mounted DOAS unit to serve the Natatorium seating area and the pool locker rooms. The Natatorium seating area will receive supply (ventilation) air only during "event" mode. The pool locker rooms will be heated, cooled, and dehumidified as needed from the dedicated outside air system. Exhaust will also be connected to the dedicated outside air system.
14. Wrestling Room will be served by a new rooftop unit similar to the rooftop unit used in Competition Gym.
15. Heated-only areas such as stairwells, corridors, and vestibules that have exterior walls or roof exposures will be heated with hot water cabinet unit heaters or hot water unit heaters.

Clarifications and Exclusions:

1. Administration Offices upgrades are not included in Phase 1 and will be addressed in Phase 2.
2. Steam and condensate connected to existing equipment in Phase 1 will be removed where it is visible. Steam and condensate piping in the crawl spaces will be removed only where required to install new piping.

TESTING AND BALANCING SCOPE OF WORK

1. HVAC systems will be tested and balanced.
2. Chilled water and hot water system components such as pumps and heat exchangers (coils, chillers, boilers) will be measured for flow and pressure drop.
3. Air systems will be measured. Each air handling unit, rooftop unit, dedicated outside air system, fan coil unit, unit ventilator and exhaust systems will be measured at each diffuser, register, or grille and at each unit to total air flows. Where supply, return, and outside air flows are present, those air flows will be measured.

Clarifications and Exclusions:

1. Systems that will have future capacity added on in Phase 2 such as the chilled water and hot water systems, will have additional measurements taken in Phase 2 to confirm those future values.

AUTOMATIC TEMPERATURE CONTROL SYSTEM SCOPE OF WORK

1. New HVAC equipment will be controlled by a new automatic temperature control (ATC) system that shall use the BACnet protocol according to ANSI/ASHRAE Standard 135 for communication to the operator workstation or web server and for communication between control modules. The system shall be an open architecture with the capabilities to support a multi-vendor environment. The system shall be designed for use on the Internet, or intranets using off the shelf, industry standard technology compatible with other owner provided networks.
2. Provide a complete system including engineering, software, hardware, control wiring, installation, project management, commissioning, programming, and warranty for a complete, turnkey system.
3. Chillers, boilers, rooftop units, the natatorium equipment, the variable refrigerant flow systems along with equipment controlled by variable frequency drives will be integrated with the automatic temperature control system.
4. Variable air volume boxes, duct coils, air handling units, fan coil units, unit ventilators, unit heaters, radiant fin-tube heaters, cabinet unit heaters, and exhaust fans will have new controllers mounted and wired for equipment control.

5. Walk-in refrigerator and walk-in freezer temperatures will be monitored through a temperature sensor in the walk-in box.
6. The standby generator status will be monitored.
7. The lighting system controllers will be integrated with hardwired points.
8. The automatic temperature control system will include graphics for each type of equipment and system views for chilled water and hot water systems.
9. The automatic temperature control system will provide trending on each software and hardware point in the system.

Clarifications and Exclusions:

1. A two-year warranty for Phase 1 work is included to allow time for Phase 2 work to be installed. Phase 2 warranty will be a standard one-year warranty.
2. The existing Siemens automatic temperature control system will be reduced in size as new Phase 1 HVAC equipment including the boiler and chiller plants, chilled and hot water distribution systems, air handling systems, and terminal equipment is installed. The remaining Siemens automatic temperature control system serving the Phase 2 work area will remain operational during the execution of Phase 1 work and until Phase 2 work is completed.
3. The new automatic temperature control system scope of work includes both Phase 1 and Phase 2 work areas. That is, a complete, building wide system is included under this GESA Amendment. The system will be installed in phases that follow Phase 1 and Phase 2 work areas and work scheduled. During the Summer of 2019, Phase 1 HVAC equipment will be controlled by the new automatic temperature control system. Only after Phase 2 work progresses will the automatic temperature control system be extended to include those newly installed equipment and systems.

ELECTRICAL SCOPE OF WORK

1. Phase 1 work includes upgrades to power, lighting, fire alarm, data/telephone, and public address (PA)/clock systems. Except for the fire alarm and PA/clock systems, the remaining scope of work applies only to the Phase 1 work area. The fire alarm and PA/clock systems have all the front-end software and parts (control panels, controllers, routers, initiation devices, enunciation devices, clocks, speakers) for both Phase 1 and Phase 2 included in this GESA Amendment. The labor to install the fire alarm and PA/clock systems is limited to Phase 1 only. The labor for the setting and wiring devices that will be installed in Phase 2 will be part of the Phase 2 work.
2. Electrical Power Distribution System
    a. The existing main distribution switchboards installed in 2000 are in very good condition. They will be expanded with a new 1600 amp section that will be added to the existing main distribution panel to accommodate the two new chillers.

b. The existing Federal Pacific distribution switchboard from the 1960s will be removed. A new 208-volt, three-phase 2000-amp distribution switchboard will be installed to serve the panels that are currently fed from the Federal Pacific distribution switchboard.
c. Provide new panelboards to serve the new HVAC equipment where required. Use existing panelboards where capacity exists to serve new HVAC equipment.
d. Panelboards from 1960s and their associated feeders from the main distribution switchboard will be replaced. For these 1960s-era panels, circuit wiring will also be replaced to terminal devices such as receptacles and other end devices.
e. The existing generator is being reused. Emergency power will be provided for code-required emergency egress lighting and exit signs. Standby power will be provided for
    i. Boilers and associated boiler pumps
    ii. Automatic temperature control panel
    iii. Piping heat tracing
    iv. Fire alarm panel
    v. Security system panel
    vi. PA communication system
    vii. Phone equipment receptacle
    viii. IT rack UPS in MDF and IDF
    ix. Split cooling system in MDF and IDF
    x. Walk-in freezer and walk-in cooler (implemented in Phase 2)
    xi. Kitchen refrigerators, milk cooler, ice cream freezer (implemented in Phase 2)

3. Lighting
    a. Exit signs in general areas will utilize a high efficiency LED lamp source.
    b. All Linear lighting fixtures will be 3500K.
    c. Small aperture LED fixtures such as downlights, track fixtures, or decorative fixtures will be 3500K.
    d. All lights will be controlled through ATC panels using the new automatic temperature control system.
    e. Classrooms
        i. Provide Recessed 2x4 LED volumetric troffers.
        ii. Daylight controls will include an individual daylight zone near the windows. Individual interior zone farthest from the windows will also be manually dimmable.
        iii. Dimming control features will be provided with keypad at the door and scene controller at the teacher's station.
        iv. Occupancy sensors will be used to meet energy code requirements.
    f. Corridors
        i. Provide linear recessed, 1x4 LED volumetric fixtures with high efficiency lensing throughout public corridors.

ii. Emergency lighting will be integrated with the standard lighting using the same fixtures. All emergency lighting in corridors will be controlled by a code-compliant emergency bypass relay. This lighting can remain on 24/7 as part of a security system or be occupancy or time-controlled off for energy savings at the School District's discretion.

g. Public Restrooms
   i. Provide surface mounted LED fixtures.
   ii. Provide linear LED fixtures over lavatories.
   iii. Dual technology (PIR/ultrasonic) occupancy sensors will be used to control lights automatically.

h. Utility Spaces
   i. Provide linear industrial style LED lights.
   ii. Occupancy sensors shall be utilized in closets and storage rooms.

i. Storage Rooms
   i. Provide lensed recessed LED troffers.
   ii. Line voltage switches and occupancy sensors will be used for control.

j. Gymnasium
   i. Provide prismatic LED disc fixtures suspended from existing structural steel.

4. Lightning Protection System
   a. Provide a new lightning protection system for the Phase 1 roof area. This system will be extended into the Phase 2 roof area in the future.
   b. The lightning protection system shall be UL Master labeled in accordance with NFPA 780, UL 96A and LPI-175.

5. Security
   a. Existing cameras, motion detectors, and door access locations will be maintained. During construction, ceiling-mounted devices in corridor ceilings will be temporarily reinstalled. When the new ceilings are installed, the existing security devices will be reinstalled.
   b. For exterior doors that are being replaced, disconnect any security or access control devices. Secure communication wiring for future reuse. Connect security wiring to new door hardware and sensors.
   c. Provide new access control for Corridor EC2-2 that will serve a new instructional area on the second floor. The access control will include key pad, card reader/key fob reader, door switches, and electric lock.

6. Telephone/Data
   a. Remove existing CAT5 cables from classrooms back to the patch panel at the rack as indicated except for CAT5 cables to the classroom projectors.
   b. In the Phase 1 area, remove all projectors from the classrooms and store in a secure location. Reinstall the projectors after final cleaning and reconnect cables.

c. Provide new data network racks with patch panels in the IDF rooms.
d. Provide new structured CAT6 cables to serve classrooms and offices.

7. Fire Alarm
   a. The existing fire alarm system will remain active through the Phase 1 construction period and remain active in the Phase 2 work area until it is replaced with the new fire alarm system.
   b. The new fire alarm system shall be a voice evacuation system. The fire alarm system shall have all the front-end software and parts for both Phase 1 and Phase 2 included in this GESA Amendment. The labor to install the fire alarm system is limited to Phase 1 only. The labor for the setting and wiring devices that will be installed in Phase 2 will be part of the Phase 2 work.
   c. After the new fire alarm system is installed, tested, determined and accepted by the authority having jurisdiction to be fully functional in Phase 1 areas, remove the existing older fire alarm system including all detection devices and notification appliances which protected these same Phase 1 areas.
   d. Provide continued protection by the existing older fire alarm system of the areas of the School which will be renovated in Phase 2 of the project. The zoned areas of the School shall be defined as
      i. Phase 1 classroom areas,
      ii. Phase 1 gymnasium and natatorium areas,
      iii. Phase 2 areas.
   e. Provide a new fire alarm annunciator panel at the main entrance vestibule.
   f. Provide code required smoke detection where required.
   g. Provide new manual pull stations will be provided at each exit.
   h. The system will be interconnected to the elevators, door holders, air handling units, kitchen hood and fire suppression system, and smoke dampers.
   i. Provide plenum-rated fire alarm cable.
   j. Provide a UL-listed dialer capable of reporting to the central monitoring station.
   k. Provide a two-way communication system with the main station located in the main entrance vestibule and a call station located in each area of rescue assistance.
8. PA/Clock System
   a. The PA/Clock system shall have all the front-end software and parts for both Phase 1 and Phase 2 included in this GESA Amendment. The labor to install the PA/Clock system is limited to Phase 1 only. The labor for the setting and wiring devices that will be installed in Phase 2 will be part of the Phase 2 work. The existing Phase 2 area shall remain in operation.
   b. Remove all speakers, clocks, and call stations and associated cabling from the Phase 1 area.

c. Provide new speakers, new clocks, and new call stations. Provide new cabling as required for a complete system.
d. Provide a new sound reinforcement system in the Auxiliary Gym as shown and as specified.

Clarifications and Exclusions:

1. The existing 480-Volt-three phase, 3000-amp electrical service has the capacity to meet the new electrical needs of the school in Phase 1 and through Phase 2. No electrical service upgrade is considered nor included in this project.
2. Site lighting upgrades and additions will be included in Phase 2 work.
3. The fire alarm and PA/clock systems have all the front-end software and parts (control panels, controllers, routers, initiation devices, enunciation devices, clocks, speakers) for both Phase 1 and Phase 2 included in this GESA Amendment. The labor to install the fire alarm and PA/clock systems is limited to Phase 1 only. The labor for the setting and wiring devices that will be installed in Phase 2 will be part of the Phase 2 work.

GENERAL CONSTRUCTION SCOPE OF WORK (based on Architectural, Civil and Structural Drawings dated December 12, 2018 and three (3) addenda)

1. Demolition
   a. Remove all the ceilings in Phase 1 construction areas as will be required to install new HVAC, electrical, plumbing and fire protection systems. The exception is that the drywall ceilings at classroom entryways will remain.
   b. Remove and salvage existing ceiling tile in the Natatorium area and then reinstall that same tile once new MEP and fire protection systems have been installed.
   c. Remove existing flooring and base materials in only those areas that are indicated to receive new flooring on the proposed finish schedule included within the design documents. Existing flooring and base will remain as is in most of the Phase 1 construction areas, including but not limited to all classrooms and corridors.
   d. The VCT/VAT flooring will be removed to the next full tile and then patched in at the existing through the wall unit locations. The floor tile work is limited to about 12 square feet per room.
   e. Remove ceramic wall and floor tile where indicated on design documents.
   f. None of the existing casework will be demolished. All existing casework will remain. No new casework is included with Phase 1.
   g. Remove and salvage door knob hardware in doors to be replaced / demolished and return the key cores to the Owner.
   h. Remove and salvage toilet paper and paper towel dispensers at bathrooms.
   i. Remove all window treatments.
   j. Demolish the existing Natatorium boy's and girl's locker rooms.

k. Remove the existing six (6) basketball backstops in the auxiliary gym.
l. Remove the existing two (2) folding partitions and partition supports in the auxiliary gym.
m. Remove select bleachers in the auxiliary gym while salvaging parts for reinstallation in those bleachers that will remain.
n. Remove existing wrestling mat enclosure in auxiliary gym.

2. Site work
   a. Provide new domestic water and fire line services to the building, including new water meter pit.
   b. Provide replacement of fire hydrants and fire lines servicing those hydrants.
   c. Provide new gas line excavation and backfill for gas company lines to the new gas meter location. Provide a new gas line from the gas meter to the building. Provide fencing around the new meter.
   d. Provide new HVAC chiller pad, with fencing. Realign existing road way as required with new paving and new concrete curb.
   e. Provide eight (8) new steel bollards concrete filled, exact locations to be determined in the field.
   f. Provide all concrete, asphalt, soils, grass and landscaping repairs as required as a result of the work of this amendment.
3. Concrete work
   a. Provide new concrete slab on grade at what is now the existing Natatorium men's locker room.
   b. Provide cementitious floor leveling at what is now the existing Natatorium girl's locker room at upper level.
   c. Provide concrete slab on deck at new catwalk.
   d. Provide new concrete as required for shower room drain modifications.
4. Masonry work
   a. Provide up to 1,000 square feet of exterior brick repointing. The intent is to provide minor repairs where needed on the building exterior.
   b. Pressure wash/clean the entire exterior of Phase 1 construction.
   c. Include re-caulking of vertical masonry control joints at the exterior of the building for Phase 1 construction.
   d. Provide new flashing and new lintels at the windows which are located at the north end of the 2-story classroom wing. Note that not all windows in Phase 1 will receive new lintels and associated head flashings, we are only replacing those that at the one end of the building.
   e. Provide interior patching and infill where indicated. Provide new masonry partitions per the drawings.
   f. Provide lintels and toothing for new door openings.

g. Modify existing marble and granite window sills as required for new windows. Provide new window sills where indicated.

5. Structural and miscellaneous metals
   a. Provide new structural steel and concrete slab on metal deck for the catwalk at the upper portion of the existing auxiliary gym to provide ADA accessibility to the wrestling room which will be located above the new natatorium locker rooms.
   b. Provide new aluminum / glass railing at seating area of natatorium.
   c. Upgrades to existing stairs and stair railing are not included with Phase 1.
   d. Provide new structural steel to support new roof top units.
6. Millwork and educational casework – none included with Phase 1 construction.
7. Roofing and sheet metal work
   a. Tear off and replace existing roofing system associated with Phase 1 construction as identified on the architectural roofing plans with a new EPDM Thermoset Single-ply Roofing system. Insulation system will have an average R-value of no less than 20 and a 30-year warranty.
   b. Provide new and additional wood blocking as required to accommodate additional roof insulation. We will reuse existing wood blocking found to be in good shape.
   c. Provide new sealants, copings, trim, reglets, gravel stops, expansion joint covers, pipe flashings, scuppers, flashings and counter flashings where indicated.
8. Doors, frames and hardware
   a. Provide new lever latch sets including keying for only a very few select interior doors. Most of the existing door hardware will remain as is and not be replaced with Phase 1 construction.
   b. Provide new doors, frames and hardware at only the new door locations per the drawings.
   c. The existing exterior FRP doors that were recently installed will be salvaged and reinstalled in new storefront. The existing door hardware will also be salvaged and reused.
9. Provide new aluminum non-operable windows, storefront and curtainwall for all exterior conditions in Phase 1 as shown in architectural design documents.
10. Drywall, insulation, metal studs and acoustical ceilings
    a. Provide new 2-hour rated fire barrier in noted locations to separate existing building into fire zones. Existing partitions in these locations will be extended up to the underside of existing metal decking. All penetrations and openings will be sealed in these noted locations.
11. Exterior soffits: Replace existing soffits at existing entry areas where indicated.
12. Ceilings
    a. Provide new painted drywall ceilings where indicated.
    b. Provide new grid and tile as shown on the architectural drawings.

13. Provide new ceramic wall and floor tile at bathrooms and locker rooms where indicated.
14. Replace up to ten (10) ceramic wall tiles in each of the gang toilet rooms that are not currently indicated on the finish schedule on drawing A900 as having new ceramic tile.
15. Replace ceramic wall tile in the gang toilet rooms as required to provide the new layouts.
16. Provide new marble thresholds at toilet rooms where indicated.
17. Flooring
    a. Provide new composite flooring and rubber base in only those rooms indicated per the finish schedule. Most of the existing flooring and base is scheduled to remain as is and will not be replaced.
    b. Provide new line striping on the auxiliary gymnasium floor after floor is sanded and refinished.
    c. Replace and patch loose tile in the Natatorium and the pool area only. We have not provided for all new floor tile or provided a new floor finish in these areas.
    d. Rubber stair treads and risers will not get replaced in Phase 1.
    e. Walk-off mats at entry doors will not get replaced in Phase 1.
18. Painting
    a. Most of the existing walls will remain as is and only get minor paint patching where MEP items have been removed from the walls.
    b. All new partitions will get painted.
    c. Paint only the new hollow metal doors and door frames. Existing door frames to remain as is and will not be painted.
    d. Provide electrostatic painting of the gym lockers. Corridor lockers will not be painted or repaired in Phase 1.
    e. Existing wood doors to remain as is and will not be refinished or replaced.
    f. Paint wall of existing auxiliary gymnasium.
    g. Paint exposed structure and new drywall ceilings where indicated on the finish schedule.
        i. Provide one coat of paint at the Auxiliary Gymnasium ceiling to match existing conditions.
19. Specialties
    a. Existing fire extinguishers and cabinets will remain and will not be replaced.
    b. Provide new interior signage at new doors and where required by code only. The existing door signage for the balance of doors will remain as is.
    c. Provide new shower and toilet partitions and urinal screens where indicated.
    d. Provide new mirrors in gang bathrooms where indicated.
    e. Reinstall existing toilet accessories when possible. Provide new toilet accessories where noted.
    f. Provide new electric hand dryers.
    g. Chalk boards will remain as is in Phase 1.
    h. Provide new window treatments at all classroom windows in Phase 1 construction.

i. Provide new lockers in new Natatorium locker rooms on new 4-inch concrete bases.
j. Some of the existing gym lockers and benches will be salvaged for reinstallation to new locations where indicated. Existing lockers will be installed on 2"x 4" or 2"x 6" wood bases.
k. Existing hall lockers to remain as is. No repairs or repainting of those lockers is included with Phase 1 construction.
l. Provide new steel cage storage dividers in the gym storage room.

20. Athletic equipment
    a. Provide six (6) new basketball backstops with glass back boards.
    b. Provide one (1) new rolldown gym net at the center of the auxiliary gym.
    c. Provide two (2) new scoreboards at the competition gym and relocate those existing scoreboards to the auxiliary gym.
    d. Provide new shot clocks where indicated.
    e. Provide new wall mats at both the auxiliary gym and competition gym.
    f. Provide new volleyball floor inserts at the auxiliary gymnasium.
    g. Demolish some of the existing bleachers in the auxiliary gymnasium and salvage parts for reinstallation at the bleachers that are scheduled to remain.
    h. New wrestling mats are to be furnished and installed by the Owner.
21. Final cleaning
    a. Final clean all rooms and windows in Phase 1 construction one time.
    b. Waxing of floors is to be provided by the Owner.
22. Miscellaneous
    a. Move, store, and reinstall furnishings as required for construction activities. Furnishings will be moved to areas within the existing building that are not under construction. No temporary storage units will be rented.

23. Asbestos Abatement

a. Natatorium Area - Removal and Disposal of approximately:

i. 300 Square feet of asbestos containing plaster from the swimming pool mechanical room.
ii. 2 Each asbestos containing pipe fitting insulation at the 1st floor locker/shower room.
iii. All asbestos containing fittings from the three (3) locations.
iv. Each asbestos containing pipe fitting insulation at the 2nd floor storage room (mats on floor).
v. 24 Square feet of asbestos containing floor tile and mastic at the 2nd floor small restroom/shower room.
vi. 38 Each asbestos containing pipe fitting insulation at the 2nd floor Locker room (19 each on the right end and 19 each on the left end).
vii. 150 Square feet of asbestos containing floor tile and mastic for one room.

b. ***Removal and disposal of asbestos containing floor tile/mastic underneath classroom unit ventilators that are being removed and/or replaced.***
c. ***Removal and disposal of asbestos containing fitting insulation for corridor unit ventilators that are being removed and/or replaced.***

GENERAL CLARIFICATIONS AND EXCLUSIONS

1. Except where noted, all work designated as Phase 2 is future work and not included in this scope of work.
2. This project does not include scope of work or allowances related any hazardous materials identification and removal. Any suspect materials are being or will be tested. A scope of work to remove, contain, or remediate will be identified when any hazardous materials are indicated.
3. No new casework is included with Phase 1.
4. Existing corridor walls will remain as is and will not be required to be updated as rated walls.
5. The building permit is not included in this GESA Amendment and will be paid by the Owner.
6. Builder's risk insurance is not included in this GESA Amendment and will be paid by the Owner.
7. OCIP is not included in Phase 1 of this GESA Amendment.
8. Packing and moving costs for classroom and other areas of the building are included in this GESA Amendment.
9. Existing chalk boards will remain as is for Phase 1.

Schedule B: Costs and Cash Flow

Woodland Hills Jr-Sr High School Phase 1

Energy Project Financial Overview

EEM #	EEM Name	EEM Construction Cost	Annual Resource Savings	Annual Operational Savings (1)
Woodland Hills Jr-Sr High School				
1	HVAC Upgrades	$ 9,300,187	$ (22,816)	$ 12,000
2	Plumbing Upgrades	$ 4,422,489	$ 61,969	$ 25,000
3	Electrical Upgrades	$ 4,137,995	$ 10,356	$ 5,000
4	ATC Upgrades	$ 1,493,014	$ 9,387	$ 25,000
5	Roofing Replacement	$ 2,063,055	$ 1,828	$ 25,000
6	Window and Door Upgrades	$ 1,985,622	$ 4,790	$ 10,000
7	Misc. Repairs / Code Compliance	$ 357,996	$ -	$ -
	Building Totals	$ 23,760,358	$ 65,513	$ 102,000
	PROJECT TOTALS	**$ 23,760,358**	**$ 65,513**	**$ 102,000**

NOTES: (1) Operational savings primarily include avoided costs of maintaining removed equipment, installing new infrastructure and reduced costs for replacing lighting lamps and ballasts.

SCHEDULE B
Cash Flow Analysis

WOODLAND HILLS JR-SR HIGH SCHOOL PHASE 1
Guaranteed Energy Savings Contract

Financed Project Cost (1):	**$ 23,760,358**
Finance Term (years):	20
Annualized Interest Rate:	3.750%
Accrued Construction Interest:	$ (0)
Est. Avoided Capital Costs (2):	$ 14,475,424

Escalation Rates by Utility & Fuel	
Electric:	3.0%
Natural Gas:	3.0%
Fuel Oil:	3.0%
Water:	3.0%
Other:	3.0%
Operational:	3.0%
Escalation Rates for Annual Fees:	2.5%

Year	Electric Cost Savings	Natural Gas Cost Savings	Water Cost Savings	Operational Cost Savings	Total Cost Savings	Guaranteed Savings	Avoided Capital Savings	Annual M&V Fees	Financing Payment	Net Savings
1	$ (12,449)	$ 25,132	$ 52,831	$ 102,000	$ 167,513	$ 166,245	$ 1,524,224		$ (1,690,469)	$ -
2	$ (12,823)	$ 25,886	$ 54,416	$ 105,060	$ 172,539	$ 171,232	$ 1,530,962	$ (11,726)	$ (1,690,469)	$ -
3	$ (13,207)	$ 26,662	$ 56,048	$ 108,212	$ 177,715	$ 176,369	$ 1,526,118	$ (12,019)	$ (1,690,469)	$ -
4	$ (13,604)	$ 27,462	$ 57,730	$ 111,458	$ 183,046	$ 181,660	$ 1,521,128	$ (12,320)	$ (1,690,469)	$ -
5	$ (14,012)	$ 28,286	$ 59,461	$ 114,802	$ 188,538	$ 187,110	$ 1,515,986	$ (12,628)	$ (1,690,469)	$ -
6	$ (14,432)	$ 29,135	$ 61,245	$ 118,246	$ 194,194	$ 192,723	$ 1,510,688	$ (12,943)	$ (1,690,469)	$ -
7	$ (14,865)	$ 30,009	$ 63,083	$ 121,793	$ 200,020	$ 198,505	$ 1,505,230	$ (13,267)	$ (1,690,469)	$ -
8	$ (15,311)	$ 30,909	$ 64,975	$ 125,447	$ 206,020	$ 204,460	$ 1,499,607	$ (13,598)	$ (1,690,469)	$ -
9	$ (15,770)	$ 31,836	$ 66,924	$ 129,211	$ 212,201	$ 210,594	$ 1,493,813	$ (13,938)	$ (1,690,469)	$ -
10	$ (16,243)	$ 32,791	$ 68,932	$ 133,087	$ 218,567	$ 216,912	$ 1,487,844	$ (14,287)	$ (1,690,469)	$ -
11	$ (16,731)	$ 33,775	$ 71,000	$ 102,810	$ 190,854	$ 189,149	$ 1,515,963	$ (14,644)	$ (1,690,469)	$ -
12	$ (17,233)	$ 34,788	$ 73,130	$ 105,894	$ 196,580	$ 194,824	$ 1,510,655	$ (15,010)	$ (1,690,469)	$ -
13	$ (17,750)	$ 35,832	$ 75,324	$ 109,071	$ 202,477	$ 200,669	$ 1,505,185	$ (15,385)	$ (1,690,469)	$ -
14	$ (18,282)	$ 36,907	$ 77,584	$ 112,343	$ 208,551	$ 206,689	$ 1,499,550	$ (15,770)	$ (1,690,469)	$ -
15	$ (18,830)	$ 38,014	$ 79,911	$ 115,713	$ 214,808	$ 212,889	$ 1,493,744	$ (16,164)	$ (1,690,469)	$ -
16	$ (19,395)	$ 39,154	$ 82,308	$ 79,456	$ 181,524	$ 179,548	$ 1,527,489	$ (16,568)	$ (1,690,469)	$ -
17	$ (19,977)	$ 40,329	$ 84,778	$ 81,840	$ 186,970	$ 184,934	$ 1,522,517	$ (16,983)	$ (1,690,469)	$ -
18	$ (20,577)	$ 41,539	$ 87,321	$ 84,295	$ 192,579	$ 190,482	$ 1,517,393	$ (17,407)	$ (1,690,469)	$ -
19	$ (21,194)	$ 42,785	$ 89,941	$ 86,824	$ 198,356	$ 196,197	$ 1,512,114	$ (17,842)	$ (1,690,469)	$ -
20	$ (21,830)	$ 44,069	$ 92,639	$ 89,429	$ 204,307	$ 202,083	$ 1,506,674	$ (18,288)	$ (1,690,469)	$ -
TOTAL	**$ (334,513)**	**$ 675,298**	**$ 1,419,580**	**$ 2,136,990**	**$ 3,897,355**	**$ 3,863,276**	**$ 30,226,885**	**$ (280,789)**	**$(33,809,373)**	**$ -**

NOTES:
1. Financed Project Cost reflects the guaranteed fixed price of the scope executed under the Guaranteed Energy Savings Agreement, including the first year of measurement and verification of savings.
2. Avoided Capital Savings represents the present value of the total ammortized annual cost of capital equipment replacement or repairs that would be realized by the Owner within the lifetime of the Energy Project, but will instead be completed and financed through the Energy Project. Savings include the total costs for all design, bidding, bonding, permitting, equipment and installation labor required to complete the work.

Breakdown of Monthly Estimated Billings by EEM

Woodland Hills Jr-Sr High School Phase 1
SCHEDULE OF VALUES and DRAW

EEM#	EEM Description	EEM Value	Feb-19		Mar-19		Apr-19		May-19		Jun-19	
			%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $
MOB	Mobilization	$ 2,376,036	40%	$ 950,414	60%	$1,425,621		$ -		$ -		$ -
1	HVAC Upgrades	$ 7,905,159		$ -		$ -	10%	$ 790,516	10%	$ 790,516	10%	$ 790,516
2	Plumbing Upgrades	$ 3,759,116		$ -		$ -	10%	$ 375,912	10%	$ 375,912	10%	$ 375,912
3	Electrical Upgrades	$ 3,517,295		$ -		$ -	5%	$ 175,865	10%	$ 351,730	10%	$ 351,730
4	ATC Upgrades	$ 1,269,062		$ -		$ -		$ -	10%	$ 126,906	10%	$ 126,906
5	Roofing Replacement	$ 1,753,597		$ -		$ -		$ -		$ -	10%	$ 175,360
6	Window and Door Upgrades	$ 1,687,779		$ -		$ -	10%	$ 168,778	10%	$ 168,778	20%	$ 337,556
7	Misc. Repairs / Code Compliance	$ 304,297		$ -		$ -		$ -	25%	$ 76,074	25%	$ 76,074
CO	Close Out	$ 1,188,018		$ -		$ -		$ -		$ -		$ -
	Total	**$ 23,760,358**	**4%**	**$ 950,415**	**6%**	**$1,425,621**	**6%**	**$1,511,070**	**8%**	**$1,889,915**	**9%**	**$2,234,053**

Jul-19		Aug-19		Sep-19		Oct-19		Nov-19		Dec-19		Jan-20		Feb-20	
%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
20%	$ 1,581,032	20%	$ 1,581,032	20%	$ 1,581,032	10%	$ 790,516		$ -		$ -		$ -		$ -
20%	$ 751,823	20%	$ 751,823	15%	$ 563,867	10%	$ 375,912	5%	$ 187,956		$ -		$ -		$ -
20%	$ 703,459	20%	$ 703,459	10%	$ 351,730		$ -		$ -		$ -		$ -		$ -
10%	$ 126,906	15%	$ 190,359	12%	$ 152,287	8%	$ 101,525	5%	$ 63,453		$ -		$ -		$ -
30%	$ 526,079	30%	$ 526,079	22%	$ 385,791	5%	$ 87,680	3%	$ 52,608		$ -		$ -		$ -
25%	$ 421,945	20%	$ 337,556	10%	$ 168,778	5%	$ 84,389		$ -		$ -		$ -		$ -
25%	$ 76,074	20%	$ 60,859	5%	$ 15,215		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
18%	**$ 4,187,318**	**17%**	**$ 4,151,167**	**14%**	**$ 3,218,700**	**6%**	**$ 1,440,021**	**1%**	**$ 304,017**	**0%**	**$ -**	**0%**	**$ -**	**0%**	**$ -**

Mar-20		Apr-20		May-20		Jun-20		Jul-20		Aug-20		Sep-20	
%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $
	$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -	5%	$ 175,865	10%	$ 351,730	10%	$ 351,730		$ -		$ -
	$ -		$ -	5%	$ 63,453	10%	$ 126,906	10%	$ 126,906	5%	$ 63,453		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -		$ -		$ -
	$ -		$ -		$ -		$ -		$ -	50%	$ 594,009	50%	$ 594,009
0%	**$ -**	**0%**	**$ -**	**1%**	**$ 239,318**	**2%**	**$ 478,636**	**2%**	**$ 478,636**	**3%**	**$ 657,462**		**$ 594,009**

Actual billing shall be for work put in place in a given month as accepted by the Customer. Invoices are issued on the 1st of following month, with payment due 30 days following the invoice date.

Schedule D: Compensation to RES

Summary of Monthly Estimated Billings

MONTH	MONTHLY DRAW	CUMULATIVE DRAW	DRAW %
Feb-19	$ 950,415	$ 950,415	4%
Mar-19	$ 1,425,621	$ 2,376,036	10%
Apr-19	$ 1,511,070	$ 3,887,106	16%
May-19	$ 1,889,915	$ 5,777,021	24%
Jun-19	$ 2,234,053	$ 8,011,074	34%
Jul-19	$ 4,187,318	$ 12,198,392	51%
Aug-19	$ 4,151,167	$ 16,349,559	69%
Sep-19	$ 3,218,700	$ 19,568,259	82%
Oct-19	$ 1,440,021	$ 21,008,280	88%
Nov-19	$ 304,017	$ 21,312,297	90%
Dec-19	$ -	$ 21,312,297	90%
Jan-20	$ -	$ 21,312,297	90%
Feb-20	$ -	$ 21,312,297	90%
Mar-20	$ -	$ 21,312,297	90%
Apr-20	$ -	$ 21,312,297	90%
May-20	$ 239,318	$ 21,551,615	91%
Jun-20	$ 478,636	$ 22,030,251	93%
Jul-20	$ 478,636	$ 22,508,887	95%
Aug-20	$ 657,462	$ 23,166,349	97%
Sep-20	$ 594,009	$ 23,760,358	100%
TOTAL	$ 23,760,358		

Schedule of Measurement and Verification (M&V) fees
Annual fees are escalated at a rate of 2.5% per year.

Performance Year	Annual Fee
2020	$ -
2021	$ 11,726
2022	$ 12,019
2023	$ 12,320
2024	$ 12,628
2025	$ 12,943
2026	$ 13,267
2027	$ 13,598
2028	$ 13,938
2029	$ 14,287
2030	$ 14,644
2031	$ 15,010
2032	$ 15,385
2033	$ 15,770
2034	$ 16,164
2035	$ 16,568
2036	$ 16,983
2037	$ 17,407
2038	$ 17,842
2039	$ 18,288

AMENDMENT NO. 5
WOODLAND HILLS SCHOOL DISTRICT

THIS AMENDMENT is made and entered into this 24th day of September 2019, by and between the **WOODLAND HILLS SCHOOL DISTRICT**, whose principal place of business is located at 531 Jones Avenue, North Braddock, PA 15104 (hereinafter termed "WHSD"), and **REYNOLDS ENERGY SERVICES, INC.**, whose principal place of business is located at 3300 North Third Street, Harrisburg, Pennsylvania 17110 (hereinafter termed "RES"), amends the Guaranteed Energy Savings Agreement (hereinafter termed "GESA) entered into by the parties on the 15th day of March, 2017.

SCOPE OF SERVICES

The Scope of Services found in the GESA and subsequent Amendments are unchanged:

Schedule A	Scope of Work – No Changes
Schedule B	Project Costs and Cash Flow Analysis – CREDIT TO DISTRICT
Schedule C	Guaranteed Energy Savings – No Changes
Schedule D	Compensation to RES – CREDIT TO DISTRICT
Schedule E	Baseline Energy Consumption - No Changes
Schedule F	Measurement and Verification Methodologies - No Changes
Schedule G	Construction and Installation Schedule – No Changes
Schedule H	Start-Up and Commissioning - No Changes
Schedule I	Standards of Comfort - No Changes
Schedule J	Maintenance Responsibilities - No Changes

CONTRACT SUM / AMENDMENT COST

The Contract Sum prior to the execution of this Amendment No. 5 is $30,755,970

The total cost of this Amendment No. 5 is a credit in the amount of $160,974.

Upon execution of this Amendment No. 5, the revised Contract Sum shall be $30,594,996.

OTHER TERMS & CONDITIONS

All other terms and conditions included in the GESA, executed on March 15, 2017, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

WOODLAND HILLS SCHOOL DISTRICT

(Signature)

Jamie Glasser, President
(Name/Title)

REYNOLDS ENERGY SERVICES, INC.

(Signature)

Richard A. Evans, President
(Name/Title)

Reynolds
ENERGY SERVICES

Woodland Hills
School District

Michael A. Gigliotti
Business Manager/Board Secretary

ADMINISTRATIVE OFFICE
531 Jones Avenue, Braddock, PA 15104-2418 • 412-731-1300 ext. 0133

October 17, 2019

Sheri L. Fuller
Project Coordinator
Reynolds Energy Services, Inc.
3300 North 3rd Street
Harrisburg, PA 17110

RECEIVED
OCT 21 2019
Refer to: SLF

Dear Ms. Fuller,

I am returning your copy of the signed original Amendment No. 5 to the Guaranteed Energy Savings Agreement.

If you have any questions, please don't hesitate to call me. Thank you.

Sincerely,

Michael A. Gigliotti
Business Manager/Board Secretary

WOODLAND HILLS SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EDUCATION EMPLOYER AND WILL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, GENDER, AGE, OR HANDICAP IN ITS ACTIVITIES, PROGRAMS, OR EMPLOYMENT PRACTICES AS REQUIRED BY TITLE VI, TITLE IX AND SECTION 504.

AMENDMENT NO. 6
WOODLAND HILLS SCHOOL DISTRICT

THIS AMENDMENT is made and entered into this 15 day of ~~November, 2019~~ January 2020, by and between the **WOODLAND HILLS SCHOOL DISTRICT**, whose principal place of business is located at 531 Jones Avenue, Braddock, PA 15104 (hereinafter termed "WHSD"), and **REYNOLDS ENERGY SERVICES, INC.**, whose principal place of business is located at 3300 North Third Street, Harrisburg, Pennsylvania 17110 (hereinafter termed "RES"), amends the Guaranteed Energy Savings Agreement (hereinafter termed "GESA") entered into by the parties on the 15th day of March 2017.

SCOPE OF SERVICES

The GESA Scope of Services is hereby amended, as follows:

Provide additional work at Dickson Intermediate School, located at 7301 Schoyer Avenue, Pittsburgh, PA 15218 with scope of work and costs as described below.

SCHEDULE A: SCOPE OF WORK

- Change design for building's intended use from 4th, 5th and 6th grade configuration to 6th, 7th and 8th grade configuration as approved by the Woodland Hills School District at the Board Meeting held on July 17, 2019.

SCHEDULE B: PROJECT COSTS AND CASH FLOW ANALYSIS

- The cost associated with the scope of work described above is $31,677.00.

SCHEDULE C: ENERGY SAVINGS GUARANTEE – No change

SCHEDULE D: COMPENSATION TO RES

- The work of this amendment will be invoiced in full upon execution of the Amendment.

SCHEDULE E: BASELINE ENERGY CONSUMPTION – No change

SCHEDULE F: SAVINGS MEASUREMENT & VERIFICATION – No change

SCHEDULE G: CONSTRUCTION AND INSTALLATION SCHEDULE

- The work of this amendment will be performed concurrent with Schedule G associated with Amendment #2 dated 18 July 2018.

SCHEDULE H: SYSTEM START-UP AND COMMISSIONING – No change

SCHEDULE I: STANDARDS OF COMFORT – No change

SCHEDULE J: MAINTENANCE RESPONSIBILITIES – No change

CONTRACT SUM / AMENDMENT COST

The Contract Sum prior to the execution of this Amendment No. 6 is **$30,594,996.00.**

The total cost of this Amendment No. 6 is an **add** of **$31,677.00.**

Upon execution of this Amendment No. 6, the revised Contract Sum shall be **$30,626,673.00.**

OTHER TERMS & CONDITIONS

AMENDMENT NO. 6
WOODLAND HILLS SCHOOL DISTRICT

The Scope of Services in this amendment is in addition to the Scopes of Services procured through the Base Guaranteed Energy Savings Agreement.

Performance and Payment Bonds will be adjusted appropriately for the value of this amendment.

All other terms and conditions included in the GESA, executed on March 15th, 2017, and subsequently modified within Amendment Nos 1 thru 5, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

WOODLAND HILLS SCHOOL DISTRICT

(Signature)

Jamie Glasser, Board President
(Name/Title)

WITNESS:

Michael A. Cigliotti
(Signature)

Michael A. Cigliotti Business Manager/ Board Secretary
(Name/Title)

REYNOLDS ENERGY SERVICES, INC.

(Signature)

DAVID S ANGLE, CEO
(Name/Title)

ATTEST:

Sheri L Fuller
(Signature)

Sheri Fuller
(Name/Title)

March 13, 2020

Mr. Michael A. Gigliotti
Business Manager/Board Secretary
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104

RE: Woodland Hills School District
Phase 1 Energy Renovations
RES Project No. 19-9153
Amendment No. 7

Dear Mr. Gigliotti:

Enclosed please find an original fully executed Amendment No. 7 to the Guaranteed Energy Savings Agreement between Woodland Hills School District and Reynolds Energy Services, Inc.

We have requested Performance and Payment Bonds and will forward upon receipt.

Should you have any questions, please contact me. Thank you.

Sincerely,

REYNOLDS ENERGY SERVICES, INC.

Sheri L. Fuller
Sheri L. Fuller
Contracts Administrator

Attachment (Amendment)

CC: Project File 101A
Corporate Contract File (Copy)
Mike Arnold, RES (E Copy)
Michael Conchilla, RES (E Copy)
Rob Strickler, RES (E Copy)
Roshelle Fennell, RES (E Copy)

AMENDMENT NO. 7
WOODLAND HILLS SCHOOL DISTRICT

THIS AMENDMENT is made and entered into this 19th day of February, 2020, by and between the **WOODLAND HILLS SCHOOL DISTRICT**, whose principal place of business is located at 531 Jones Avenue, North Braddock, PA 15104 (hereinafter termed "WHSD"), and **REYNOLDS ENERGY SERVICES, INC.**, whose principal place of business is located at 3300 North Third Street, Harrisburg, Pennsylvania 17110 (hereinafter termed "RES"), amends the Guaranteed Energy Savings Agreement, as amended (hereinafter termed "GESA") entered into by the parties on the 15th day of March, 2017.

SCOPE OF SERVICES

The GESA Scope of Services is hereby amended, as follows:

Provide HVAC, electrical, plumbing and glass and glazing work at Woodland Hills High School, located at 2550 Greensburg Pike, Pittsburgh, PA 15221, with scope of work, costs and savings as described in the following schedules:

SCHEDULE A: SCOPE OF WORK
SCHEDULE B: PROJECT COSTS AND CASH FLOW ANALYSIS
SCHEDULE C: ENERGY SAVINGS GUARANTEE
SCHEDULE D: COMPENSATION TO RES
SCHEDULE E: BASELINE ENERGY CONSUMPTION
SCHEDULE F: SAVINGS MEASUREMENT & VERIFICATION
SCHEDULE G: CONSTRUCTION AND INSTALLATION SCHEDULE
SCHEDULE H: SYSTEM START-UP AND COMMISSIONING
SCHEDULE I: STANDARDS OF COMFORT
SCHEDULE J: MAINTENANCE RESPONSIBILITIES

CONTRACT SUM / AMENDMENT COST

The Contract Sum prior to the execution of this Amendment No. 7 is **$30,626,673.00.**

The total cost of this Amendment No. 7 is an **add** of **$17,526,868.00.** This includes both the work included with this Amendment No. 7 in the amount of $17,577,741.00 and a credit from Amendment No. 4 in the amount of ($50,873.00).

Upon execution of this Amendment No. 7, the revised Contract Sum shall be **$48,153,541.00.**

AMENDMENT NO. 7
WOODLAND HILLS SCHOOL DISTRICT

OTHER TERMS & CONDITIONS

The Scope of Services in this amendment is in addition to the Scopes of Services procured through the Base Guaranteed Energy Savings Agreement and Amendments 1 through 6.

All other terms and conditions included in the GESA, executed on March 15, 2017, and subsequently modified within Amendments 1 through 6 shall remain unchanged.

Performance and Payment Bonds will be issued for the construction value of this amendment equaling $17,306,206.00.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

WOODLAND HILLS SCHOOL DISTRICT	**REYNOLDS ENERGY SERVICES, INC.**
(Signature)	(Signature)
Jamie Glasser, Board Pres.	DAVID S. ANGLE, CEO
(Name/Title)	(Name/Title)

PLUMBING SCOPE OF WORK

1. The Plumbing work includes extending new hot water, hot water return, and cold-water lines installed in Phase 1 to serve new plumbing fixtures and new equipment in the Phase 2 work area. Domestic water lines will be extended to new and renovated areas including individual bathrooms, gang bathrooms, science rooms, technical education, and the new kitchen. Any water coolers recently installed or replaced by WHSD will be remounted at ADA height. Remaining water coolers not installed in Phase 1 will be replaced.
2. New sanitary and vent systems will be installed to support new fixtures in individual bathrooms, gang bathrooms, science rooms, technical education, and the new kitchen. A new grease interceptor will be installed serving the new kitchen. Provide new acid waste piping to serve selected science rooms.
3. New natural gas lines will extend from the existing natural gas system installed in Phase 1 to the new areas of Phase 2 including the science rooms, technical education, and the new kitchen.
4. New roof drains will connect to the existing storm drain piping. New overflow drains and piping will be installed.
5. Replace the following in the Phase 1 work area that were not included in the Phase 1 Scope of Work.
    a. Replace four (4) wall-mounted lavatories and faucets in following areas: (1) in Toilet Room CT1-1 and (3) in in Toilet Room CT1-2.
    b. Replace one (1) lavatory faucet in HT2-1 (the other two lavatory faucets will not be replaced).
    c. Replace six (6) two-sink wash fountains in following areas: one each in Toilet Rooms CT1-9, CT1-11, CT1-13, CT1-15, ET2-1, and ET2-2.
    d. Replace (13) three-sink wash fountains in following areas: (1) in Girls Locker Room C108, (6) in Toilet Room CT1-1, (2) in Toilet Room CT1-2, (1) in Toilet Room CT1-4, (1) in Toilet Room ET1-1, (1) in Toilet Room ET1-2, and (1) in Toilet Room HT2-4.

HEATING, VENTILATION & AIR-CONDITIONING (HVAC) SCOPE OF WORK

1. The HVAC systems to be installed under Phase 2 will be an extension of what was installed in Phase 1. In the Boiler Plant, the third boiler (of three) will be installed along with its associated pumps. The chiller plant was completed in Phase 1 except for one chilled water pump. The third chilled water pump (of three) will be installed in Phase 2. The chilled and hot water systems will extend to the balance of the building under Phase 2 and connect to new HVAC equipment requiring chilled and hot water.
2. Classrooms: Each classroom will have a dedicated fan coil unit with separate chilled water and hot water heating coils connected to the building 4-pipe system. The units shall operate with 100% return air and not have motor operated dampers. The supply fans shall have ECM motors and be controlled for variable air volume single zone operation. Ventilation air to each

classroom will be delivered via dedicated outside air (DOAS) systems that temper and dehumidify the ventilation air. The technical education classrooms and science rooms have additional special systems such as exhaust systems. Larger classrooms will be served by air handling units with hot water and chilled water coils.

3. The auditorium will be served by three (3) rooftop units with heat recovery, hot gas reheat, hot water coil, DX cooling, and variable speed supply and exhaust fans.
4. The Administration Office will be served by variable refrigerant volume (VRF) systems with most offices receiving their own terminal unit. Other individual offices will be served by split system DX units with hot water coils.
5. The cafeteria will be served by four (4) fan coil units with hot water and chilled water coils. Ventilation air will be provided by a roof-mounted air handling unit. The air handling unit will also provide make up air for the kitchen exhaust system.
6. The new kitchen will be served by a combination of VRF systems and air handling units for the offices, food prep areas, and serving lines.
7. The rifle range will be served by an indirect-fired gas make up air system and associated exhaust system.
8. The maintenance shop offices will receive new ductless split systems with ventilation air from a DOAS unit.
9. The HVAC system will be controlled by extending the automatic temperature control (ATC) system started in Phase 1.
10. The existing steam system will remain operational as it is replaced with the new hot water system. Once it is no longer required, the steam boilers, condensate piping, and other boiler room equipment will be demolished and removed from the boiler room.
11. New ductwork in the Phase 2 work area:
    a. Supply and return air ductwork shall be galvanized steel of minimum 2-inch water gauge pressure class for mains (3-inch water gauge for VAV supply ductwork upstream of VAV boxes), and minimum 1-inch water gauge pressure class for branches. All ductwork shall be constructed, installed, and sealed in accordance with the 2012 edition of "HVAC Duct Construction Standards – Metal and Flexible," published by SMACNA.
    b. Duct systems will be provided with external insulation. HVAC duct insulation minimum R-value and thickness shall be in accordance with the 2015 International Mechanical Code. Lined ductwork will not be used for new duct systems.
12. Dedicated Outdoor Air Systems (DOAS)
    a. Roof-mounted dedicated outdoor air handling systems will serve classroom spaces. Since the DOAS units will operate with 100% outside air during the occupied period, an air-to-air energy recovery wheel will preheat/precool the outside air. Each unit will deliver ventilation supply air at space neutral conditions (maximum 62°F dewpoint temperature; 65°F to 75°F dry bulb temperature). Each unit will also have the capability to provide

unoccupied period dehumidification operating in a recirculated air mode. Each unit shall include the following components:

i. Double wall construction
ii. Direct drive, backward curved, plenum supply and exhaust fans with variable frequency drives and premium efficiency motors
iii. Packaged refrigeration system fully charged with R-410A refrigerant including compressors, evaporator coils, hot gas reheat coils, air-cooled condenser coils, and condenser fans
iv. Air-to-air energy recovery wheel for sensible and latent energy transfer between the exhaust and supply air streams
v. Variable capacity scroll compressor on the lead refrigeration circuit
vi. Hot gas reheat coil with modulating valve on the lead refrigeration circuit for dehumidification mode of operation
vii. DX Cooling coil with double sloped stainless-steel drain pan
viii. Hot water heating coil with an in-line freeze protection pump
ix. 2-inch thick, MERV-8 pleated air filters

13. Heated-only areas such as stairwells, corridors, and vestibules that have exterior walls or roof exposures will be heated with hot water cabinet unit heaters or hot water unit heaters.
14. Clarifications and Exclusions:
    a. Steam and condensate connected to existing equipment in Phase 2 will be removed where it is visible. Steam and condensate piping in the crawl spaces will be removed only where required to install new piping.

TESTING AND BALANCING SCOPE OF WORK

1. HVAC systems will be tested and balanced.
2. Chilled water and hot water system components such as pumps and heat exchangers (coils, chillers, boilers) will be measured for flow and pressure drop.
3. Air systems will be measured. Each air handling unit, rooftop unit, dedicated outside air system, fan coil unit, unit ventilator and exhaust systems will be measured at each diffuser, register, or grille and at each unit to total air flows. Where supply, return, and outside air flows are present, those air flows will be measured.

AUTOMATIC TEMPERATURE CONTROL (ATC) SYSTEM SCOPE OF WORK

1. The ATC system will continue work from Phase 1 and be completed through Phase 2. New HVAC equipment will be controlled by the new ATC system that shall use the BACnet protocol according to ANSI/ASHRAE Standard 135 for communication to the operator workstation or web server and for communication between control modules. The system shall be an open architecture with the capabilities to support a multi-vendor environment. The system shall be

designed for use on the Internet, or intranets using off the shelf, industry standard technology compatible with other owner provided networks.

2. Provide a complete system including engineering, software, hardware, control wiring, installation, project management, commissioning, programming, and warranty for a complete, turnkey system.
3. Rooftop units, air handling units, the VRF systems along with equipment controlled by variable frequency drives will be integrated with the ATC system.
4. Variable air volume boxes, duct coils, air handling units, fan coil units, unit ventilators, unit heaters, radiant fin-tube heaters, cabinet unit heaters, and exhaust fans will have new controllers mounted and wired for equipment control.
5. Walk-in refrigerator and walk-in freezer temperatures will be monitored through a temperature sensor in the walk-in box.
6. The standby generator status will be monitored.
7. The lighting system controllers will be integrated with hardwired points.
8. The ATC system will include graphics for each type of equipment and system views for chilled water and hot water systems.
9. The ATC system will provide trending on each software and hardware point in the system.
10. Clarifications and Exclusions:
    a. The existing Siemens automatic temperature control system will be reduced in size as new Phase 2 HVAC equipment including the boiler plant, chilled and hot water distribution systems, air handling systems, and terminal equipment are installed. The remaining Siemens automatic temperature control system serving the Phase 2 work area will remain operational during the execution of Phase 2 work and until Phase 2 work is completed.

ELECTRICAL SCOPE OF WORK

1. The Phase 2 work will extend systems installed in Phase 1 including upgrades to power, lighting, fire alarm, data/telephone, and PA/clock systems. The balance of the fire alarm and PA/clock systems started in Phase 1 will continue in Phase 2 including programming of the front-end software and parts (control panels, controllers, routers, initiation devices, enunciation devices, clocks, speakers) included in this GESA Amendment.
2. Install new panelboards to serve the new HVAC equipment where required. Existing panelboards where capacity exists to serve new HVAC equipment will be reused.
3. The panelboards from the 1960s and their associated feeders from the main distribution switchboard will be replaced. For these 1960-era panelboards, circuit wiring will also be replaced to terminal devices such as receptacles and other end devices.
4. All lighting will be replaced in the Phase 2 area with LED light fixtures. In the classrooms, daylighting and dimming controls will be installed.

5. Complete the installation of the new lightning protection system for the Phase 2 roof area. The lightning protection system shall be UL Master labeled in accordance with NFPA 780, UL 96A and LPI-175.
6. Existing cameras, motion detectors, and door access locations will be maintained. During construction, ceiling-mounted devices in corridor ceilings will be temporarily reinstalled. When the new ceilings are installed, the existing security devices will be reinstalled.
7. For exterior doors that are being replaced, disconnect any security or access control devices. Provide new security wiring to new door hardware and sensors.
8. The Data/Telephone work will include removing existing CAT 5 cables from classrooms back to the patch panel at the rack as indicated except for CAT5 cables to the classroom projectors. Provide new data network racks with patch panels in the IDF rooms. Provide new structured CAT6 cables to serve classrooms and offices.
9. We will extend the new Fire Alarm system started in Phase 1 to the Phase 2 areas by construction phase of work. The new fire alarm system shall be a voice evacuation system. The existing fire alarm system will remain active through each Phase 2 construction period until each phase is completed. After the new fire alarm system is installed, tested, determined and accepted by the authority having jurisdiction to be fully functional in the Phase 2 areas, remove the existing older fire alarm system including all detection devices and notification appliances which protected these same Phase 2 areas.
    a. Provide a new fire alarm annunciator panel at the main entrance vestibule.
    b. Provide code-required smoke detection where required.
    c. Provide new manual pull stations at each exit.
    d. The system will be interconnected to the elevators, door holders, air handling units, kitchen hood and fire suppression system, and smoke dampers.
    e. Provide plenum-rated fire alarm cable.
    f. Provide a UL-listed dialer capable of reporting to the central monitoring station.
    g. Provide a two-way communication system with the main station located in the main entrance vestibule and a call station located in each area of rescue assistance.
10. Extend the new PA/Clock system to the Phase 2 areas. The existing Phase 2 area shall remain in operation through the construction phases of Phase 2. Provide new speakers, new clocks, and new call stations. Provide new cabling as required for a complete system.
11. Provide new audio/visual (AV) systems as designed by HMBA for the auditorium, band, chorus, and orchestra rooms.
12. Provide a new theater lighting system as designed by HMBA for the auditorium.
13. The existing generator is being reused. Emergency power will be provided for code-required emergency egress lighting and exit signs. Standby power will be provided for
    a. Boilers and associated boiler pumps
    b. ATC panel
    c. Piping heat tracing

d. Fire alarm panel
e. Security system panel
f. PA communication system
g. Phone equipment receptacle
h. IT rack UPS in MDF and IDF
i. Split cooling system in MDF and IDF
j. Walk-in freezer and walk-in cooler

14. Lighting
    a. Exit signs in general areas will utilize a high efficiency LED lamp source.
    b. All linear lighting fixtures will be 3500K (color temperature).
    c. Small aperture LED fixtures such as downlights, track fixtures, or decorative fixtures will be 3500K.
    d. All lights will be controlled through ATC panels using the new ATC system.
    e. Classrooms
        i. Provide recessed 2x4 LED volumetric troffers.
        ii. Daylight controls will include an individual daylight zone near the windows. Individual interior zone farthest from the windows will also be manually dimmable.
        iii. Dimming control features will be provided with keypad at the door and scene controller at the teacher's station.
        iv. Occupancy sensors will be used to meet energy code requirements.
    f. Corridors
        i. Provide linear recessed, 1x4 LED volumetric fixtures with high efficiency lensing throughout public corridors.
        ii. Emergency lighting will be integrated with the standard lighting using the same fixtures. All emergency lighting in corridors will be controlled by a code-compliant emergency bypass relay. This lighting can remain on 24/7 as part of a security system or be occupancy or time-controlled off for energy savings at the School District's discretion.
    g. Public Restrooms
        i. Provide surface mounted LED fixtures.
        ii. Provide linear LED fixtures over lavatories.
        iii. Dual technology (PIR/ultrasonic) occupancy sensors will be used to control lights automatically.
    h. Utility Spaces
        i. Provide linear industrial style LED lights.
        ii. Occupancy sensors shall be utilized in closets and storage rooms.
    i. Storage Rooms
        i. Provide lensed recessed LED troffers.

ii. Line voltage switches and occupancy sensors will be used for control.

j. Exterior Lighting (accepted alternate scopes of work as indicated on the electrical drawings)

i. New roadway lighting between the existing parking lot a Greensburg Pike as indicated by Key Note 8 on Drawings E300.

ii. New roadway and parking lot lighting at the south end of the property as indicated by Key Note 9 on Drawings E300.

iii. Provide additional wall-mounted LED fixtures as indicated with Key Note 2 referencing new wall-mounted fixtures on Drawing E-220.

GLASS AND GLAZING SCOPE OF WORK

1. Provide new aluminum non-operable windows, storefront and curtainwall for all exterior conditions in Phase 2 as shown in architectural design documents.
2. Fourteen (14) additional SF4 Windows not indicated on architectural drawings are included for a total of (90) SF4 openings.
3. Reconfiguration of frames SF3, SF4 and SF5 to match the window configuration of frames installed as part of Phase 1 is included.
4. In lieu of paint grade wood trim, provide aluminum break metal to trim out head/jamb of windows.
5. The service and teller window units are not included.

GENERAL CLARIFICATIONS AND EXCLUSIONS

1. Architectural, kitchen and theatre/auditorium work is based on drawings and specifications provided by CORE Architects and their consultants.
2. This project does not include scope of work or allowances related to any hazardous materials identification and removal. Any suspect materials are being or will be tested. A scope of work to remove, contain, or remediate will be identified when any hazardous materials are indicated.
3. This project will be constructed in conjunction with a General Contractor under contract directly with Woodland Hills School District. The building permit is not included in this GESA Amendment and will be paid for and obtained by the Owner or the General Contractor.
4. Builder's risk insurance is not included in this GESA Amendment and will be paid by the Owner.
5. Owner-controlled insurance (OCIP) is not included in Phase 2 of this GESA Amendment.
6. Packing and moving costs for classroom and other areas of the building is excluded from this GESA Amendment.

Schedule B: Costs and Cash Flow

Woodland Hills High School -- Phase 2

Energy Project Financial Overview

EEM #	EEM Name	EEM Construction Cost	Annual Resource Savings	Annual Operational Savings (1)
High School				
1	Plumbing Improvements	$ 2,436,926	$ 57,400	$ 75,000
2	HVAC/Controls Improvements	$ 7,678,474	$ 27,667	$ 24,000
3	Electrical Improvements	$ 6,224,203	$ 19,182	$ 10,000
4	Windows and Glazing	$ 1,049,315	$ (2,386)	$ 45,000
5	Exterior Lighting (Accepted Alternates)	$ 188,823	$ -	$ -
	PROJECT TOTALS	**$ 17,577,741**	**$ 101,864**	**$ 154,000**
	Credit from Amdt #4 (Asbestos for Phase 1 GESA)	$ (50,873)		
	PROJECT TOTALS (w/ Alternates & Credits)	**$ 17,526,868**	**$ 101,864**	**$ 154,000**

Schedule B: Costs and Cash Flow

SCHEDULE B
Cash Flow Analysis

WOODLAND HILLS HIGH SCHOOL – PHASE 2
Guaranteed Energy Savings Contract

Financed Project Cost (1):	**$17,526,868**
Finance Term (years):	20
Annualized Interest Rate:	3.750%
Accrued Construction Interest:	$ 0
Est. Avoided Capital Costs (2):	$ 9,551,970
Estimated Utility Rebates (3):	$ 12,077

Escalation Rates by Utility & Fuel	
Electric:	3.0%
Natural Gas:	3.0%
Fuel Oil:	3.0%
Water:	3.0%
Other:	3.0%
Operational:	3.0%
Escalation Rates for Annual Fees:	2.5%

Year	Electric Cost Savings	Natural Gas Cost Savings	Water Cost Savings	Operational Cost Savings	Total Cost Savings	Guaranteed Savings	Avoided Capital Savings	Annual M&V Fees	Financing Payment	Net Savings
1	$ 6,851	$ 42,182	$ 52,831	$ 154,000	$ 255,864	$ 250,961	$ 996,016		$ (1,246,977)	$ -
2	$ 7,056	$ 43,447	$ 54,416	$ 158,620	$ 263,540	$ 258,489	$ 998,722	$ (10,235)	$ (1,246,977)	$ -
3	$ 7,268	$ 44,751	$ 56,048	$ 163,379	$ 271,446	$ 266,244	$ 991,223	$ (10,490)	$ (1,246,977)	$ -
4	$ 7,486	$ 46,093	$ 57,730	$ 168,280	$ 279,589	$ 274,231	$ 983,498	$ (10,753)	$ (1,246,977)	$ -
5	$ 7,711	$ 47,476	$ 59,462	$ 173,328	$ 287,977	$ 282,458	$ 975,540	$ (11,021)	$ (1,246,977)	$ -
6	$ 7,942	$ 48,900	$ 61,246	$ 178,528	$ 296,616	$ 290,932	$ 967,342	$ (11,297)	$ (1,246,977)	$ -
7	$ 8,180	$ 50,367	$ 63,083	$ 183,884	$ 305,515	$ 299,660	$ 958,896	$ (11,579)	$ (1,246,977)	$ -
8	$ 8,426	$ 51,878	$ 64,975	$ 189,401	$ 314,680	$ 308,650	$ 950,196	$ (11,869)	$ (1,246,977)	$ -
9	$ 8,678	$ 53,435	$ 66,925	$ 195,083	$ 324,121	$ 317,909	$ 941,233	$ (12,166)	$ (1,246,977)	$ -
10	$ 8,939	$ 55,038	$ 68,932	$ 200,935	$ 333,844	$ 327,447	$ 932,000	$ (12,470)	$ (1,246,977)	$ -
11	$ 9,207	$ 56,689	$ 71,000	$ 103,482	$ 240,378	$ 233,788	$ 1,025,970	$ (12,782)	$ (1,246,977)	$ -
12	$ 9,483	$ 58,390	$ 73,130	$ 106,586	$ 247,589	$ 240,802	$ 1,019,276	$ (13,101)	$ (1,246,977)	$ -
13	$ 9,768	$ 60,141	$ 75,324	$ 109,784	$ 255,017	$ 248,026	$ 1,012,380	$ (13,429)	$ (1,246,977)	$ -
14	$ 10,061	$ 61,946	$ 77,584	$ 113,077	$ 262,668	$ 255,467	$ 1,005,274	$ (13,764)	$ (1,246,977)	$ -
15	$ 10,363	$ 63,804	$ 79,912	$ 116,469	$ 270,548	$ 263,131	$ 997,955	$ (14,108)	$ (1,246,977)	$ -
16	$ 10,673	$ 65,718	$ 82,309	$ 59,982	$ 218,682	$ 211,043	$ 1,050,395	$ (14,461)	$ (1,246,977)	$ -
17	$ 10,994	$ 67,690	$ 84,778	$ 61,781	$ 225,243	$ 217,374	$ 1,044,425	$ (14,823)	$ (1,246,977)	$ -
18	$ 11,323	$ 69,720	$ 87,322	$ 63,635	$ 232,000	$ 223,896	$ 1,038,275	$ (15,193)	$ (1,246,977)	$ -
19	$ 11,663	$ 71,812	$ 89,941	$ 65,544	$ 238,960	$ 230,613	$ 1,031,938	$ (15,573)	$ (1,246,977)	$ -
20	$ 12,013	$ 73,966	$ 92,639	$ 67,510	$ 246,129	$ 237,531	$ 1,025,409	$ (15,962)	$ (1,246,977)	$ -
TOTAL	**$ 184,085**	**$ 1,133,445**	**$ 1,419,589**	**$ 2,633,286**	**$ 5,370,406**	**$ 5,238,653**	**$ 19,945,965**	**$ (245,077)**	**$ (24,939,541)**	**$ -**

NOTES:
1. Financed Project Cost reflects the guaranteed fixed price of the scope executed under the Guaranteed Energy Savings Agreement, including the first year of measurement and verification of savings.
2. Avoided Capital Savings includes the ammortized annual cost of capital equipment replacement or repairs that would be realized by the Owner within the lifetime of the Energy Project, but will instead be completed and financed through the Energy Project. Savings include the total costs for all design, bidding, bonding, permitting, equipment and installation labor required to complete the work. The amount shown represents the Net Present Value of the savings over the term.
3. Estimated payment from Duquesne Light Act 129 rebate programs based on information published by Duquesne Light and applied to this project. Rebates are not included in the cash flow.

Schedule C: Guaranteed Energy Savings

Reynolds Energy Services (RES) guarantees that the Customer will achieve savings in Year 1 as listed in the following table. Escalation rates will be applied to future year savings according to the Cash Flow Analysis included in Schedule B.

The guaranteed savings presented in this amendment includes the combined savings for Phases 1 and 2 and shall supersede the partial savings presented in Amendment 3 for Phase 1 of the High School project.

TABLE: Guaranteed Annual Energy Savings by Measure and Resource

EEM	ELECTRIC				FUELS			WATER/SEWER			TOTAL	
			Calculated	Guaranteed		Calculated	Guaranteed		Calculated	Guaranteed	Calculated	Guaranteed
	kWh	kW	$	$	Mcf	$	$	kgal	$	$	$	$
1 Plumbing Improvements	-	-	$ -	$ -	840	$ 4,569	$ 4,112	3,213	$ 52,831	$ 52,831	$ 57,400	$ 56,943
2 HVAC/Controls Improvements	(117,733)	(1,527)	$ (22,792)	$ (20,512)	9,275	$ 50,459	$ 45,413	-	$ -	$ -	$ 27,667	$ 24,901
3 Electrical Improvements	386,100	562	$ 28,373	$ 25,536	(1,689)	$ (9,191)	$ (8,272)	-	$ -	$ -	$ 19,182	$ 17,264
4 Windows and Glazing	21,771	-	$ 1,269	$ 1,142	(672)	$ (3,655)	$ (3,290)	-	$ -	$ -	$ (2,386)	$ (2,148)
5 Exterior Lighting (Accepted Alternates)	-	-	$ -	$ -	-	$ -	$ -	-	$ -	$ -	$ -	$ -
TOTAL	290,138	(965)	$ 6,851	$ 6,166	7,754	$ 42,182	$ 37,964	3,213	$ 52,831	$ 52,831	$ 101,864	$ 96,961

The guaranteed savings shall be calculated as shown in Schedule F for the term of the Agreement. RES will pay the Customer the difference between the annual amount guaranteed and the amount of actual energy savings achieved in accordance with the provisions provided within the GESA as mutually agreed upon by RES and Customer. Payments for any savings shortfall will be paid to the Customer by RES in accordance with Section 4.2 of the GESA. Stipulated savings and water/sewer savings are savings that have been calculated and agreed upon by RES and Customer. Operational, maintenance and avoided capital savings are stipulated, and as such will not be tracked or measured. Rebates from utilities or any other source are not guaranteed by RES.

Operational and Maintenance (O&M) Savings

Operational and maintenance (O&M) savings primarily include the maintenance costs avoided due to old or problematic equipment being replaced with new equipment or if equipment is altogether removed. Savings also include reduction in maintenance expense for materials during the new equipment warranty period.

TABLE: Projected Operational & Maintenance Cost Savings (Year 1)

EEM	NATURE OF COSTS AVOIDED OR SAVINGS GENERATED	ANNUAL SAVINGS
		$
1 Plumbing Improvements	Net maintenance impact of adding new equipment, replacing old equipment	$ 75,000
2 HVAC/Controls Improvements	Net maintenance impact of adding new equipment, replacing old equipment	$ 24,000
3 Electrical Improvements	Equipment not replaced during warranty period; extended lamp life	$ 10,000
4 Windows and Glazing	Net maintenance impact of adding new equipment, replacing old equipment	$ 45,000
TOTAL		$ 154,000

Avoided Capital Cost Savings

Avoided capital cost savings are defined as cost realized in the present to replace building equipment or components at or near the end of their useful lives that would otherwise need to be paid for as a future capital expense in absence of the project.

Avoided capital cost savings include the amortized annual cost of capital equipment replacement or repairs that would be realized by the Owner within the lifetime of the Energy Project but will instead be completed and financed through this project. Savings include the total costs for all design, bidding, bonding, permitting, equipment and installation labor required to complete the work.

Utility Rates

Guaranteed dollar amounts are calculated based on the base utility rates listed below, and escalated at the rates listed in Schedule B. If actual electric or gas rates are lower than those listed in this Schedule and escalated as described above, RES reserves the right to use the base utility rates for the guarantee period. If actual rates are higher than those listed in this Schedule and escalated as described above, RES reserves the right to use the actual rates for the guarantee period.

Rate tariffs/avoided utility costs utilized in calculation of guaranteed energy savings
The rates shown in the table below were derived from bills provided for July 2016 through June 2018.

Provider	Utility	Description	Unit	Cost/Unit
Duquesne Light	Electric	Distribution	kW	10.43
Duquesne Light	Electric	Total Generation Charge w/tax	kWh	$0.0583
Peoples	Gas	GS-T (Transportation charge)	MCF	$3.41
Direct Energy	Gas	Commodity Charge	MCF	$2.03
Wilkinsburg-Penn Joint Water Authority	Water/Sewer	Usage Charge	CCF	$19.3482

Utility accounts that will be tracked for the guaranteed energy savings:

Customer Name:	Customer Address:	Utility:	Account #:	Meter #:	Provider/Rate:
HS	2450 Greensburg Pike Pittsburgh, PA 15221	Electricity	7993-100-000	F82314757	Duquesne Light - GL Large Comm
JH/HS	2550 Greensburg Pike, Pittsburgh PA	Natural Gas (MCF)	200004383994	8770255	Peoples Natural Gas - GS T Comm.
JH/HS	2550 Greensburg Pike, Pittsburgh PA	Natural Gas (MMBTU)	434025		Direct Energy Business

Guaranteed Savings Reconciliation

The guarantee term will commence on the Commencement Date as defined in Section 3.1 and be referred to as the "savings guarantee commencement date".

RES will monitor monthly utility usage for the guarantee period, within sixty (60) days of receiving pertinent utility bills. RES will provide Annual Savings Reports to the Customer, which shall include the initial calculation of the total dollar savings, the measurement and verification calculations and any other reasonable information requested by the Customer. Upon the submittal of the annual savings report, reconciliation (if necessary) will be in accordance with Section 4.2 of the GESA.

The Customer agrees to

1. Provide or cause its utility suppliers to provide periodic utility usage and cost in a timely manner. Preferably within two (2) weeks of the "Read Date" shown on the bill. RES will initiate data requests.
2. Execute all Customer responsibilities as set forth in the Agreement.
3. Provide RES full access to all pertinent facilities and information required for RES to perform its responsibilities. Access shall include but not be limited to the following:
    a. All areas of all buildings included in the project
    b. All utility meters included in the guarantee
    c. All personnel responsible for operating and maintaining facilities
    d. Remote access to building automation systems via credentials assigned to RES. Full access is required for commissioning and troubleshooting purposes. Access may be changed to read-only for monitoring at the conclusion of the commissioning process at the discretion of the Customer.
    e. Actual monthly invoices for utilities
    f. Inventories of material changes made within the facility as defined in Section 15 of the GESA.

Schedule D: Compensation to RES

Breakdown of Monthly Estimated Billings by EEM

Woodland Hills High School -- Phase 2
SCHEDULE OF VALUES and DRAW

EEM#	EEM Description	EEM Value	Feb-20		Mar-20		Apr-20		May-20		Jun-20	
			%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $
	Mobilization	$ 1,318,331	50%	$ 659,165	50%	$ 659,165		$ -		$ -		$ -
1	Plumbing Improvements	$ 2,156,680		$ -		$ -	3%	$ 64,700	3%	$ 64,700	7%	$ 150,968
2	HVAC/Controls Improvements	$ 6,795,449		$ -		$ -	3%	$ 203,863	3%	$ 203,863	7%	$ 475,681
3	Electrical Improvements	$ 5,508,420		$ -		$ -	3%	$ 165,253	3%	$ 165,253	7%	$ 385,589
4	Windows and Glazing	$ 928,644		$ -		$ -	3%	$ 27,859	3%	$ 27,859	7%	$ 65,005
5	Exterior Lighting (Accepted Alternates)	$ 167,108		$ -		$ -		$ -	10%	$ 16,711	25%	$ 41,777
	Credit from Amendment #4	$ (50,873)	100%	$ (50,873)		$ -		$ -		$ -		$ -
	Close Out	$ 703,110		$ -		$ -		$ -		$ -		$ -
	Total	**$ 17,526,868**	**3%**	**$ 608,292**	**4%**	**$ 659,165**	**3%**	**$ 461,676**	**3%**	**$ 478,387**	**6%**	**$1,119,021**

EEM#	Jul-20		Aug-20		Sep-20		Oct-20		Nov-20		Dec-20		Jan-21		Feb-21		Mar-21		Apr-21	
	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $
		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
1	9%	$ 194,101	8%	$ 172,534	5%	$ 107,834	3%	$ 64,700	3%	$ 64,700	2%	$ 43,134	2%	$ 43,134	3%	$ 64,700	5%	$ 107,834	5%	$ 107,834
2	9%	$ 611,590	8%	$ 543,636	5%	$ 339,772	3%	$ 203,863	3%	$ 203,863	2%	$ 135,909	2%	$ 135,909	3%	$ 203,863	5%	$ 339,772	5%	$ 339,772
3	9%	$ 495,758	8%	$ 440,674	5%	$ 275,421	3%	$ 165,253	3%	$ 165,253	2%	$ 110,168	2%	$ 110,168	3%	$ 165,253	5%	$ 275,421	5%	$ 275,421
4	9%	$ 83,578	8%	$ 74,292	5%	$ 46,432	3%	$ 27,859	3%	$ 27,859	2%	$ 18,573	2%	$ 18,573	3%	$ 27,859	5%	$ 46,432	5%	$ 46,432
5	25%	$ 41,777	25%	$ 41,777	15%	$ 25,066		$ -		$ -		$ -		$ -		$ -		$ -		$ -
		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
	8%	**$1,426,804**	**7%**	**$1,272,912**	**5%**	**$ 794,526**	**3%**	**$ 461,676**	**3%**	**$ 461,676**	**2%**	**$ 307,784**	**2%**	**$ 307,784**	**3%**	**$ 461,676**	**4%**	**$ 769,460**	**6%**	**$ 769,460**

EEM#	May-21		Jun-21		Jul-21		Aug-21		Sep-21		Oct-21		Nov-21		Dec-21		Jan-22		Feb-22	
	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	2	Draw $	%	Draw $	%	Draw $
		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
1	5%	$ 107,834	7%	$ 150,968	9%	$ 194,101	8%	$ 172,534	5%	$ 107,834	3%	$ 64,700	2%	$ 43,134	2%	$ 43,134	1%	$ 21,567		$ -
2	5%	$ 339,772	7%	$ 475,681	9%	$ 611,590	8%	$ 543,636	5%	$ 339,772	3%	$ 203,863	2%	$ 135,909	2%	$ 135,909	1%	$ 67,954		$ -
3	5%	$ 275,421	7%	$ 385,589	9%	$ 495,758	8%	$ 440,674	5%	$ 275,421	3%	$ 165,253	2%	$ 110,168	2%	$ 110,168	1%	$ 55,084		$ -
4	5%	$ 46,432	7%	$ 65,005	9%	$ 83,578	8%	$ 74,292	5%	$ 46,432	3%	$ 27,859	2%	$ 18,573	2%	$ 18,573	1%	$ 9,286		$ -
5		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -
		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	25%	$ 175,777	75%	$ 527,332
	4%	**$ 769,460**	**6%**	**$ 1,077,243**	**8%**	**$ 1,385,027**	**7%**	**$ 1,231,135**	**4%**	**$ 769,460**	**3%**	**$ 461,676**	**2%**	**$ 307,784**	**2%**	**$ 307,784**	**2%**	**$ 329,669**	**3%**	**$ 527,332**

Actual billing shall be for work put in place in a given month as accepted by the Customer. Invoices are issued at the end of the month, with payment due 30 days following the invoice date.

Schedule D: Compensation to RES

Summary of Monthly Estimated Billings

MONTH	MONTHLY DRAW	CUMULATIVE DRAW	%
Feb-20	$ 608,292	$ 608,292	3%
Mar-20	$ 659,165	$ 1,267,458	7%
Apr-20	$ 461,676	$ 1,729,133	10%
May-20	$ 478,387	$ 2,207,520	13%
Jun-20	$ 1,119,021	$ 3,326,541	19%
Jul-20	$ 1,426,804	$ 4,753,345	27%
Aug-20	$ 1,272,912	$ 6,026,257	34%
Sep-20	$ 794,526	$ 6,820,783	39%
Oct-20	$ 461,676	$ 7,282,459	42%
Nov-20	$ 461,676	$ 7,744,135	44%
Dec-20	$ 307,784	$ 8,051,919	46%
Jan-21	$ 307,784	$ 8,359,703	48%
Feb-21	$ 461,676	$ 8,821,378	50%
Mar-21	$ 769,460	$ 9,590,838	55%
Apr-21	$ 769,460	$ 10,360,298	59%
May-21	$ 769,460	$ 11,129,757	64%
Jun-21	$ 1,077,243	$ 12,207,001	70%
Jul-21	$ 1,385,027	$ 13,592,028	78%
Aug-21	$ 1,231,135	$ 14,823,163	85%
Sep-21	$ 769,460	$ 15,592,623	89%
Oct-21	$ 461,676	$ 16,054,299	92%
Nov-21	$ 307,784	$ 16,362,083	93%
Dec-21	$ 307,784	$ 16,669,866	95%
Jan-22	$ 329,669	$ 16,999,536	97%
Feb-22	$ 527,332	$ 17,526,868	100%
TOTAL	$ 17,526,868		

Schedule of Measurement and Verification (M&V) fees

Annual fees are escalated at a rate of 2.5% per year. The following table reflects the combined M&V fees for Phases 1 and 2 and shall replace the annual fees listed in Amendment #3.

Performance Year	Annual Fee
2022	$ -
2023	$ 10,235
2024	$ 10,490
2025	$ 10,753
2026	$ 11,021
2027	$ 11,297
2028	$ 11,579
2029	$ 11,869
2030	$ 12,166
2031	$ 12,470
2032	$ 12,782
2033	$ 13,101
2034	$ 13,429
2035	$ 13,764
2036	$ 14,108
2037	$ 14,461
2038	$ 14,823
2039	$ 15,193
2040	$ 15,573
2041	$ 15,962

Schedule E: Baseline Energy Consumption

Electricity and Fuels Baselines

The following table reflects the energy and costs baseline used in the calculation of energy savings for Woodland Hills Senior High School based on historical energy use and current or projected utility rates. Annual usage and costs have been adjusted to reflect July 2016 through June 2018 billing.

Woodland Hills Senior High School – Monthly Energy Consumption Profile

	ELECTRIC			FUELS	
	kWh	kW	$	Mcf	$
Jan	186,398	497	$ 16,065	3,937	$ 23,586
Feb	176,628	472	$ 15,270	3,416	$ 19,735
Mar	163,871	483	$ 14,502	1,029	$ 5,745
Apr	175,316	461	$ 15,024	2,261	$ 12,247
May	160,748	482	$ 14,322	683	$ 3,809
Jun	163,677	526	$ 14,929	427	$ 902
Jul	148,287	360	$ 13,526	73	$ 473
Aug	107,235	350	$ 10,201	63	$ 406
Sep	155,600	523	$ 14,388	126	$ 757
Oct	177,189	521	$ 15,712	186	$ 573
Nov	171,484	472	$ 14,967	1,227	$ 6,454
Dec	168,306	476	$ 14,769	3,370	$ 19,009
	1,954,737	**5,622**	**$ 173,676**	**16,798**	**$ 93,696**

Woodland Hills Senior High School – Monthly Water/Sewer Consumption Profile

	100 Ft^3	Water	Sewer	$
Jan	420	$ 3,376	$ 9,224	**$ 12,600**
Feb	1,093	$ 5,422	$ 17,153	**$ 22,575**
Mar	1,575	$ 6,055	$ 17,236	**$ 23,291**
Apr	1,718	$ 5,967	$ 19,311	**$ 25,278**
May	1,439	$ 5,155	$ 16,144	**$ 21,299**
Jun	1,305	$ 5,174	$ 14,959	**$ 20,133**
Jul	1,150	$ 3,944	$ 11,589	**$ 15,533**
Aug	632	$ 2,631	$ 7,188	**$ 9,819**
Sep	179	$ 1,617	$ 3,001	**$ 4,618**
Oct	247	$ 2,003	$ 5,006	**$ 7,009**
Nov	458	$ 1,980	$ 4,833	**$ 6,812**
Dec	496	$ 2,270	$ 4,865	**$ 7,135**
Totals	**10,709**	**45,594**	**130,509**	**$176,102**

Schedule E: Baseline Energy Consumption

Baseline Adjustments

No baseline adjustments were finalized as part of the Phase 1 amendment to the original GESA.

With the final project scope established, this amendment will address the initial baseline adjustment for deriviation of energy and cost savings calculations.

The combined Phase 1 and Phase 2 projects adds cooling systems with proper ventilation rates to the areas of the school that were heated-only previously. These areas include classrooms, technical education spaces, athletic areas, corridors, and the kitchen.

Additions to the Administration offices and the lobby also impact (increase) the energy use in the building.

To account for the impact of additional building area and for adding cooling to most of the building, the utility baselines (electricity and natural gas) will be adjusted as shown in the tables below.

Adjusted Baseline for Electricity

ADJUSTED PRE - PROJECT BASELINE

Read Date	kWH	kW	kVAR	Cost
Jan	246,835	572		$ 20,359
Feb	218,739	547		$ 18,457
Mar	246,818	558		$ 20,208
Apr	201,638	536		$ 17,347
May	241,734	557		$ 19,905
Jun	277,518	601		$ 22,444
Jul	277,518	435		$ 20,719
Aug	248,310	425		$ 18,909
Sep	243,566	598		$ 20,434
Oct	235,408	596		$ 19,941
Nov	232,630	547		$ 19,269
Dec	198,704	551		$ 17,326
TOTALS	**2,869,418**	**6,522**	**-**	**$ 235,316**

Adjusted Baseline for Natural Gas

ADJUSTED PRE-PROJECT BASELINE

	Normalized MCF		Calculated Cost
Jan	4,906		$ 26,687
Feb	4,098		$ 22,293
Mar	1,545		$ 8,407
Apr	2,807		$ 15,268
May	872		$ 4,745
Jun	427		$ 2,323
Jul	73		$ 397
Aug	63		$ 341
Sep	167		$ 910
Oct	210		$ 1,145
Nov	1,595		$ 8,674
Dec	3,946		$ 21,468
TOTALS	**20,709**		**$ 112,659**

Schedule E: Baseline Energy Consumption

The adjusted baseline information will be used to derive energy savings and is associated with new HVAC systems. Reynolds used a combination modeling approach to derive the baseline monthly energy consumption profile. An equipment based "End Use Analysis" and Carrier© Hourly Analysis Program (HAP) were used to estimate baseline energy usage and savings projections. The scope, assumptions, and savings approach used in the final system designs are shown in Schedule F and the table below.

Construction Component	Standard Approach	Reynolds Approach
HVAC Setpoints and Controls	No Set Guidelines; Standard Contractor Commissioning	See Schedule I – Energy Efficient Guidelines; VFDs on Pumps
New Air-Cooled Chiller	Min. Energy Code – 9.4 SEER	Installed Efficiency – 17 SEER
New Boilers	Min. Energy Code – 82% Combustion Efficiency	Installed Efficiency – 93% Combustion Efficiency Condensing boilers

The savings associated with this GESA amendment include proper building commissioning, implementation of energy optimized controls sequences, and installing variable speed pumping and high-efficiency boilers and chillers compared to standard construction practices the minimally meet energy code requirements.

Schedule F: Measurement & Verification

Approach to Measurement and Verification of Savings

When preparing a guaranteed energy savings project, RES adheres to the most recent International Performance Measurement and Verification Protocol (IPMVP) as it applies to the given scope. The IPMVP is sponsored and maintained by a non-profit corporation known as the Efficiency Valuation Organization (EVO) and is the most recognized energy and water savings measurement and verification (M&V) protocol across the world. The IPMVP is a set of recommended guidelines and framework to evaluate energy and water efficiency projects. It does not define set standards for M&V on specific energy and water efficiency measures.

EVO has acknowledged that the IPMVP documents alone will not improve energy efficiency but must be applied by qualified professionals who demonstrate knowledge and understanding of the protocol. Such individuals may have the designation as Certified Measurement and Verification Professionals (CMVP®) and are qualified to promote sound M&V plans as well as adhere to best practices for management programs. RES has addressed this and has a CMVP on staff to help facilitate the M&V planning and reporting for all projects, as well as train staff members on proper implementation and execution. RES has created a custom M&V plan for this project that follows the core principles of the IPMVP, including the following:

- Accurate
- Complete
- Conservative
- Consistent
- Relevant
- Transparent

Quarterly reports of the avoided energy costs will be provided based on the established M&V plans. The following section outlines the framework and various options involved when developing a proper M&V plan. It should be noted that RES has worked with the district to identify all other operational and avoided costs within the project. Those items are shown separately from the truly "measured and verified" components of the project and are found in Schedule C of the GESA.

When conducting this analysis, the important factors to consider in developing a M&V plan are as follows:

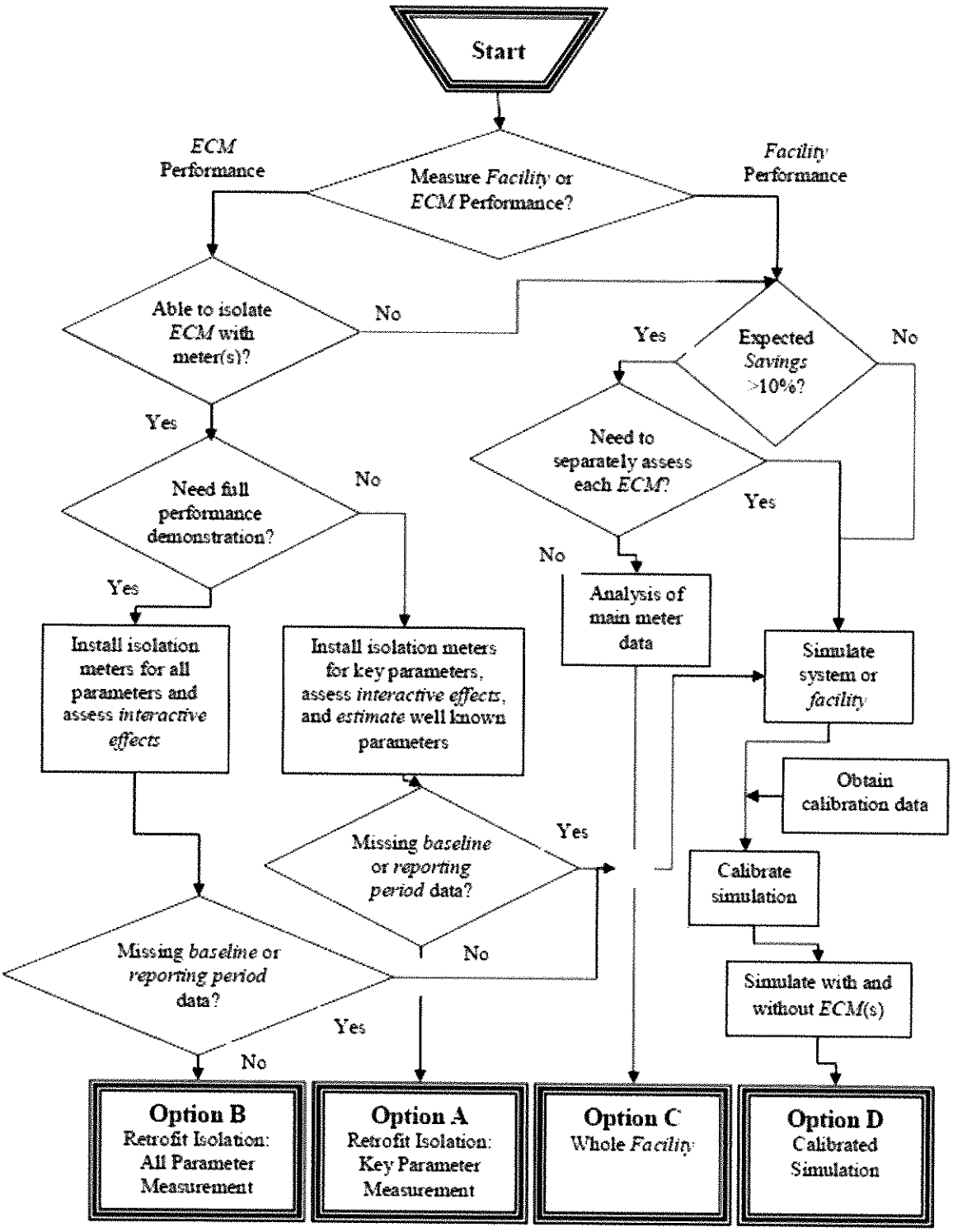
- Can the impact of the energy efficiency measures be isolated and measured easily?
- Is the whole building being impacted and are the savings interactive?
- How much will the measure(s) save compared to the baseline usage?
- How much will M&V cost for the measures applied?

These questions help identify which (if any) of the four IPMVP options are taken into consideration. The following tables outline these options and are taken from the "IPMVP – Concepts and Options for Determining Energy and Water Savings – Volume 1, January 2012."

IPMVP Option	How Savings Are Calculated	Typical Applications
A. Retrofit Isolation: Key Parameter Measurement *Savings* are determined by field measurement of the key performance parameter(s) which define the *energy* use of the *ECM*'s affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the *reporting period*. Parameters not selected for field measurement are *estimated*. *Estimates* can based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the *estimated* parameter is required. The plausible *savings* error arising from *estimation* rather than measurement is evaluated.	Engineering calculation of *baseline* and *reporting period energy* from: ○ short-term or continuous measurements of key operating parameter(s); and ○ *estimated* values. *Routine* and *non-routine adjustments* as required.	A lighting retrofit where power draw is the key performance parameter that is measured periodically. Estimate operating hours of the lights based on *facility* schedules and occupant behavior.
B. Retrofit Isolation: All Parameter Measurement *Savings* are determined by field measurement of the *energy* use of the *ECM*-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the *savings* and the length of the *reporting period*.	Short-term or continuous measurements of *baseline* and *reporting-period energy*, and/or engineering computations using measurements of proxies of *energy* use. Routine and non-routine adjustments as required.	Application of a variable-speed drive and controls to a motor to adjust pump flow. Measure electric power with a kW meter installed on the electrical supply to the motor, which reads the power every minute. In the *baseline period* this meter is in place for a week to verify *constant* loading. The meter is in place throughout the *reporting period* to track variations in power use.

IPMVP Option	How Savings Are Calculated	Typical Applications
C. Whole Facility *Savings* are determined by measuring energy use at the whole *facility* or sub-*facility* level. Continuous measurements of the entire *facility's energy* use are taken throughout the *reporting period*.	Analysis of whole *facility baseline* and *reporting period* (utility) meter data. *Routine adjustments* as required, using techniques such as simple comparison or regression analysis. *Non-routine adjustments* as required.	Multifaceted energy management program affecting many systems in a *facility*. Measure energy use with the gas and electric utility meters for a twelve month *baseline period* and throughout the *reporting period*.
D. Calibrated Simulation *Savings* are determined through simulation of the *energy* use of the whole *facility*, or of a sub-*facility*. Simulation routines are demonstrated to adequately model actual *energy* performance measured in the *facility*. This Option usually requires considerable skill in calibrated simulation.	Energy use simulation, calibrated with hourly or monthly utility billing data. (Energy end use metering may be used to help refine input data.)	Multifaceted energy management program affecting many systems in a facility but where no meter existed in the *baseline* period. Energy use measurements, after installation of gas and electric meters, are used to calibrate a simulation. *Baseline* energy use, determined using the calibrated simulation, is compared to a simulation of *reporting period* energy use.

The flow chart on the following page (also taken from the latest IPMVP version) outlines in more detail the evaluation process RES takes when developing a M&V plan.



Establishing Baseline Energy Use

Schedule F: Measurement & Verification

Establishing realistic baseline energy use is the key to a guaranteed energy savings project, in that it establishes the basis for all savings and creates the boundary conditions for the size of the savings opportunity. The baseline is more than the amount of energy used in the past, as reflected in a utility billing history; it is a prediction of how much energy a facility would use in the absence of the energy project during current and future operating parameters and weather conditions. The table below shows Reynolds' methods for establishing the energy baseline.

Reynolds Methods for Establishing Energy Baseline

Utility Meter Data Analysis: *Applied to Option C - Whole Building Metering.*

1. Establish energy use from utility bills over a two-year period prior to the project.
2. Construct a baseline energy model based on independent variables such as weather.
3. Apply normal weather data to the baseline energy model to determine the normalized annual energy baseline per applicable fuel type.
4. Adjust the baseline to compensate for operating abnormalities such as non-typical shutdowns, code compliance, building alterations, or other events (such as summer school or night classes) that might affect typical year energy usage. **See Schedule E for Reynolds Energy Services evaluation of the existing HVAC system operation and adjusted baseline.**
5. Apply predetermined fuel rates to each utility type, aggregate costs to determine baseline energy costs. Apply predetermined escalation rates each year thereafter.
6. Adjust baseline monthly or yearly as required to compensate for operational changes.

Retrofit-Specific Analysis: *Applied to Option A – Retrofit Isolation*

1. Measure or estimate key parameter of existing equipment energy use prior to removal based on short-term measurements or manufacturer data (e.g., current and voltage readings for lighting, motors, etc.)
2. Estimate usage frequency (e.g., hours of operation) based on current building usage patterns.
3. Calculate estimated annual energy or water use utilizing accepted engineering calculations.
4. Apply predetermined fuel rates to each utility type, aggregate costs to determine baseline energy costs. Apply predetermined escalation rates each year thereafter.

Baseline Adjustments

The calculation methodology section of each M&V plan includes procedures for updating baseline or savings calculations during the project's performance period to compensate for the variables that affect savings. The generic methodologies shown in the following table are applied on a project and conservation measure specific basis:

Variable Affecting Savings	Post-Installation	Performance Period
Energy Prices: Neither Reynolds nor the owner has significant control over actual energy prices.	Energy prices and their escalation rates are fixed in the project's guarantee contract language.	
Operations: Beyond normal maintenance and operations, Owner's operating practices.	Savings calculations adjusted to reflect variance from the project's operational intent per the contract.	
Operating Hours: Changes in the length of operation of the facility, buildings, and systems.	Baseline and/or savings calculations adjusted to reflect variance from the project's operational intent per the contract.	
Loads: Changes in equipment and process loads not directly controlled by the building HVAC and lighting systems.	Baseline calculations adjusted to reflect changes from the project's operational intent per the contract.	
Preventive Maintenance, Repair and Replacement: In order to sustain energy savings, equipment/system performance must be maintained.	Not applicable	Savings calculations adjusted to reflect negative variance from equipment/systems performance criteria.
Major Changes to Facility: Changes such as reduction or increase in the number of students, facility closures, adding new wings, code non-compliance, or adding new loads (e.g., computers).	Baseline and/or savings calculations adjusted to reflect facility changes.	
Weather: Variations from "normalized" weather.	Not applicable	Baseline and/or savings calculations adjusted to reflect variance from normalized weather.

Weather Normalization Procedure

The normalization adjustment for weather is expressed as follows:

$$BEU_m = Base + (F1 \times HDD_m) + (F2 \times CDD_m)$$

Where,	BEU_m	=	Baseline energy use for month m
	Base	=	Constant, non-weather-related energy consumption per month
	F1	=	Heating degree day factor
	HDD_m	=	Number of heating degree days in month m
	F2	=	Cooling degree day factor
	CDD_m	=	Number of cooling degree days in month m

In the above equation, Base, F1, and F2 are determined from the regression. The heating and cooling degree days are determined from current weather data. The heating and cooling degree day calculations are calculated using a base temperature that fits the building. Other non-routine adjustment factors such as change of floor-space, change in use of space etc. can be adjusted using similar mathematical relationships of dependent and independent variables.

Maintaining Savings

Reynolds' M&V methods are designed to provide feedback loops regarding variance from the project's operational intent. Typically, RES includes technical assistance within measurement and verification fees; this enables the collaboration required between RES and facility Operations and Maintenance staff to maintain performance throughout the project's performance period.

Reports

Quarterly RES will provide energy performance updates. Annually, RES provides a report that reconciles savings per the projects M&V plan. The following information is provided in the report:

- Utility Data Analysis - As required by the project's M&V plan, analysis of utility meter(s) energy use data is provided.
- Savings and Guarantee Reconciliation - Savings calculations are updated per the project's M&V plan. Guarantee is updated to reflect refinements that have negatively impacted savings.
- Measurement and Verification Data - Performance Period measurement data.

Project Specific M&V Methodologies

A measurement and verification plan specific to individual or logical groupings of conservation measures is included in this schedule. The EEMs are indexed to IPMVP methods in the following table:

Energy Efficiency Measure	IMPVP Option A Partially Measured Retrofit Isolation	IPMVP Option B Retrofit Isolation	IPMVP Option C Whole Facility	IPMVP Option D Calibrated Simulation
EEM 1: Plumbing Improvements			X[1]	
EEM 2: HVAC/Controls Improvements			X	
EEM 3: Electrical Improvements			X	
EEM 4: Window and Glazing			X	
EEM 5: Exterior Lighting (Accepted alternates)	n/a			

[1] Natural gas consumption only.

Project Specific M&V Plan

A logical M&V approach has been developed based on the scope of work outlined in Schedule A. A detailed outline of the M&V plan for Woodland Hills Sr. High School can be found on the following pages.

1) **Building energy efficiency measure(s) summary**
   - ✓ Plumbing Upgrades
   - ✓ HVAC Upgrades
   - ✓ Electrical Upgrades
   - ✓ Window and Glazing
2) **IPMVP option description and boundary conditions**
   - ✓ Option C: Whole Facility – Electricity Consumption – Tracked utility metered billing
   - ✓ Option C: Whole Facility – Natural Gas Consumption – Tracked utility metered billing
   - ✓ Stipulated Savings: Water/Sewer Consumption – Engineering calculations based on repairs to existing water main
3) **Baseline:** Period, energy and conditions
   - ✓ Identification of baseline period – 2 year utility data from July 2016 through June 2018 – weather normalized to 2018 school fiscal year
   - ✓ Baseline energy and consumption profile – Savings will be calculated from the adjusted baseline indicated in Schedule E
   - ✓ Independent variables used (i.e. ambient outside air temperature)
     - Weather data source: www.weatherdatadepot.com

- Station : Pittsburgh, PA – Code: PA21

✓ Static factors dealing with energy and water usage
  a. Occupancy – 1381 students; 135 faculty
  b. Water/Sewer Usage Associated with Leaking Main
  c. Building set points – Refer to Schedule I
  d. Existing envelope conditions and square footage
  e. HVAC and Plumbing equipment and lighting inventory – combination of existing and new MEP drawings available
  f. Existing operating conditions – faulty dampers, dirty coils, failed steam traps, etc.

4) **Analysis period:** Upon substantial completion of Phase 2, a performance period commencement letter will be issued to the Owner. A measurement and verification kick-off meeting will occur. Bills will continued to be collected monthly. Energy reduction values are indicated and reconciled if necessary on an annual basis.

5) **Basis for adjustment**
   ✓ Routine baseline adjustments
     a. Linear regression models will be used to adjust the baseline to reflect actual weather conditions. An equation, $y = m*x + b$, is derived for both natural gas and specified electric consumption and demand.
   ✓ Non-routine baseline adjustments
     a. Procedure to calculate any changes in items 3a-3f as indicated above. Either agreed engineering calculations or appropriate building energy simulations.

6) **Analysis Procedure**
   ✓ Using the base equation as defined in the IPMVP,

   Savings = (Baseline Energy – Reporting Period Energy) ± Routine Baseline Adjustments ± Non-Routine Baseline Adjustments

7) **Energy Prices:** Refer to Schedule C for utility rates being applied to the savings calculation shown above.

8) **Meter Specification:** Refer to Schedule C for a list of utility accounts and meters being analyzed.

9) **Monitoring Responsibilities:** RES and the client will outline roles and responsibilities associated with bill procurement, M&V reporting and project performance assurance at initial M&V kick-off meeting.

10) **Expected Accuracy:** Billing accuracy based on utility information provided. Balance point used for analysis will be 65 degrees Fahrenheit.

11) **Budget:** The first year cost is included in contract. Refer to Schedule C for annual fees.

12) **Report Format:** Quarterly reports and an annual report. Report outlines are geared to the needs of the Owner. Calculations will be made transparent and any data used will be available at the client's request.

13) **Quality Assurance:** RES Performance Assurance staff will perform the necessary client meetings and outline specific documentation requirements to ensure a successful energy efficiency project.

Natural Gas Usage Linear Regression Analysis

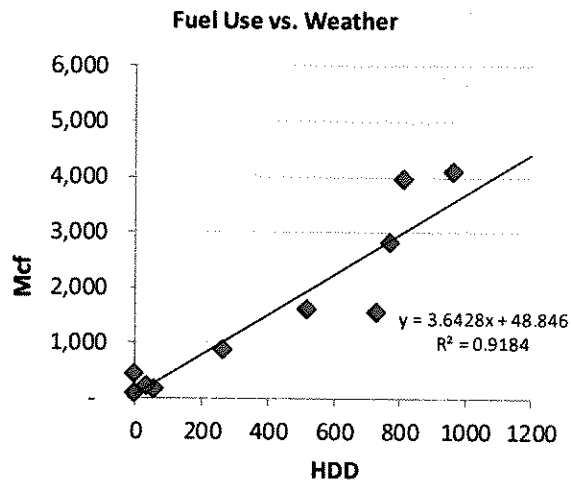
A linear regression analysis as indicated within item 5 of the M&V plan has been been conducted for the High School future gas usage. The information used and the equation derived is shown below.

Slope	3.6428	m
Constant	48.85	b
R^2	0.92	

Baseline Values in Contract

Normalized Values

	x		y
	HDD	Mcf	MCF
JAN	1,368	4,906	**5,032**
FEB	963	4,098	**3,557**
MAR	729	1,545	**2,704**
APR	771	2,807	**2,857**
MAY	267	872	**1,021**
JUN	-	427	**49**
JUL	-	73	**49**
AUG	-	63	**49**
SEP	58	167	**260**
OCT	35	210	**176**
NOV	519	1,595	**1,939**
DEC	814	3,946	**3,014**
	5,524	20,709	**20,709**



The above linear regression analysis shows the best fit line equation "y = mx + b" to be used for routine baseline adjustments due to weather. An R^2 value of 0.92 validates a good correlation between heating degree days and fuel consumption.

Schedule G: Construction and Installation

Introduction

This schedule provides milestone dates for construction and installation of the scope of work included in Schedule A of this contract. The project will be completed over the summer break which will allow for very little schedule float. RES will require the entire building to be vacated during construction.

The schedule is structured to allow the project to begin on March 2, 2020 **or as soon as Woodland Hills School District and RES execute the Guaranteed Energy Savings Agreement and appropriate notices are received by RES.** Based upon this schedule, subcontractor award and equipment submittals and approvals are projected to be completed and equipment available for installation starting as soon as mid-April, 2020 for the first phase of construction work. This project will be phased through 10 major construction phases. The last phase will be substantially completed by December 31, 2021.

Construction Sequence

The construction sequence was developed jointly with Reynolds Construction Management to allow work activities to commence as soon as the materials with the shortest lead times become available.

Work activities have been scheduled to occur at times that minimize impacts to occupied facilities. Furthermore, construction of the project has been sequenced such that various trade activities are properly staged to limit the effects of trade stacking on any particular work trade. This will allow the most qualified tradesmen to perform their work with a focus on high quality workmanship while minimizing impact to both the facility and its occupants. Our on-site Reynolds Energy Services Construction Manager will work closely with the designated representative from the District and Reynolds Construction Management daily to ensure that all work activities commence and continue with the least possible intrusion into the daily activities of the functioning facility. RES will examine and address concerns thoroughly while creating the detailed construction installation schedules and will maintain reasonable flexibility in those schedules to allow Woodland Hills School District to dictate reasonable changes needed as a result of events or unforeseen commitments of spaces.

As the project approaches completion, RES will deliver as-built documentation, and operations and maintenance (O&M) documents to the District and schedule and facilitate training sessions for facilities personnel. RES will coordinate and schedule final inspections and acceptance by the District as each major component of the project is completed.

Schedule G: Construction and Installation

The following milestones are associated with the Construction Phase, and the Measurement and Verification (M&V) Phase.

- Phase 1 Substantial Completion – Jun. 1, 2020
- Phase 3 Substantial Completion – Aug. 25, 2020
- Phase 1a Substantial Completion – Dec. 31, 2020
- Phase 4 Substantial Completion – Dec. 31, 2020
- Phase 2 Substantial Completion – Feb. 1, 2021
- Phase 5 Substantial Completion – Mar. 31, 2021
- Phase 6 Substantial Completion – Jun. 1, 2021
- Phase 7 Substantial Completion – Aug. 25, 2021
- Phase 8 Substantial Completion – Nov. 1, 2021
- Phase 9 Substantial Completion – Dec. 31, 2021
- Phase 10 Substantial Completion – Dec. 31, 2021
- January 2022: Measurement and Verification commences after the completion of Phase 2.

Schedule H: Start Up and Commissioning

Introduction

The purpose of this document is to communicate the process and scope for commissioning services associated with the project. Confidence in building performance is created by executing the commissioning plan contained herein.

The commissioning (Cx) process executes the testing necessary to verify the project design, contractor and vendor performance, and the baseline performance of the installed systems. This documentation verifies the use of proper construction processes and documents resultant system and building performance. These data provide a comparative basis for analysis of the building performance over time. The commissioning process is summarized as follows:

- Define desired performance criteria.
- Prove design compliance with performance criteria.
- Collect actual performance data.
- Distill results into useful information.
- Strategize optimal performance.
- Take action to achieve predictable results.
- Train the user.

Strategy

Commissioning is applied at various phases of construction from design to completion and operation. The scope is defined by identifying the systems to be commissioned, system functional testing, and integrated systems acceptance testing for each scope item.

Systems to be Commissioned

The following table summarizes the types of systems and specific equipment to be commissioned at part of this project.

TABLE: Summary of Systems to be Commissioned

System Type	Equipment
EEM 1: Plumbing Upgrades	
Limited fixture replacement	New fixtures (e.g., faucets, flush valves, wash fountains, water fountains)
EEM 2: HVAC Upgrades	
HVAC equipment	Hot water boiler, chilled water and hot water pumps, fan coil units, dedicated outdoor air units, rooftop and in-building air handlers, unit heaters, exhaust fans
EEM 3: Electrical Upgrades	
Lighting, Power distribution, Telecommunications Life Safety	Any new LED fixtures replacing existing fixtures that have T8 lamps/ballasts; lighting controls, subpanels, PA and clock systems, fire alarm system, card access, data and phone systems

Roles and Responsibilities

Project team member roles and responsibilities for each process of the service are summarized in the table below. All phases of the process may not be applicable to each component of the project:

TABLE: Roles and Responsibilities during Commissioning Process

Cx Phase/Process	Roles, Responsibilities, & Work Products
Pre-Design	
Develop Cx Plan	*Commissioning Authority (CxA)* develops a Commissioning Plan.
Document Performance Criteria	*CxA* issues written guidelines for format and content of performance criteria. *Design Team* develops performance criteria. *CxA* reviews performance criteria and quantifies non-performance issues. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Design	
Engineering Analysis	During contract documents phase of design, *CxA* quantifies non-performance issues through preliminary and final reviews of design documents. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Specify Performance Testing Requirements	*CxA* develops System Pre-Functional & Functional Performance test plan, Integrated Systems Acceptance Test Plan, and supporting technical specifications. *Design Team* approves plans and technical specifications.
Construction	
Manage Performance Testing	*CxA* creates and manages critical path performance testing schedule. *Owner, Project Team* resolves non-performance issues quantified in the Project Issues List during performance testing.
Review Contractor Submittal Documentation	*Design Team* and *CxA* quantify non-performance issues through review of *Construction Team's* submittal documentation. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Develop Performance Testing Documentation	*CxA* develops Pre-Functional and Functional Performance Testing Manual(s) and Integrated System Acceptance Testing Manuals. *Design Team* approves manuals.
Pre-Functional & Functional Performance Testing	*CxA* quantifies non-performance issues by executing Pre-Functional and Functional Performance Testing.
Closeout	
Acceptance Performance Testing	*CxA* quantifies non-performance issues through execution of Integrated Systems Acceptance Performance Testing.
Review Contractor Closeout Documentation	*Design Team* and *CxA* quantify non-performance issues through review of *Construction Team's* closeout documentation. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Communicate Performance Testing Final Results	*Design Team* updates performance criteria. *CxA* develops Commissioning Report for approval by *Design Team*. Commissioning Report submitted to *Owner Team* by *CxA*.

Functional Performance Testing

Each system commissioned is subjected to a phased functional performance testing process that quantifies its performance relative to design intent. The following table summarizes each phase of Functional Performance Testing (FPT):

TABLE: Functional Performance Testing Phases

FPT Phase	Description
Pre-Functional Testing	Verify that equipment and components associated with a specific system have been provided per contract documents and function independent of each other per design intent.
System Functional Testing	Verify that the equipment and components associated with a specific system function together per design intent.
Testing, Adjusting, Balancing, & Optimization	Measure, adjust, and document terminal equipment flow rates to attain design intent flows. Document performance and capacity of terminal and central equipment. Optimize system set points to minimize resource demand and consumption.
Training	Communicate system programming, design intent, and sequence of operations to Operations and Maintenance staff responsible for system performance. As required, augment communication with equipment or component factory training.

Functional Performance Testing is further explained in the following table.

TABLE: Summary of Functional Performance Tests

Description	Methods/Criteria
Pre-Functional Testing	
Equipment Verification	Visually inspect all equipment and components comprising the system. Verify consistency between specified, submitted, and installed equipment.
Installation Verification	Visually inspect all equipment and components comprising the system and verify installation per contract documents, maintainability, and operational availability.
Operation Verification	Test all equipment and components comprising the system to verify that their independent performance complies with design intent. Examples are duct leakage testing, pipe leakage testing, piping flushing, system controls startup, vendor equipment startup, etc.
System Functional Testing	
Fail Safe Functions	Test performance of each control function dedicated to "fail safe" system operation.
Equipment Protection, Interlocks, and Life Safety Interface	Test performance of each control function dedicated to protecting system equipment, interfacing with life safety system(s), and interlocking operation of system equipment and components.

Schedule H: Start Up and Commissioning

Description	Methods/Criteria
Functions	
Hardware	Test performance of each system's controls device (e.g., Equipment Enable/Disable, Start/Stop, and Step, Equipment Modulation, Modulating Components, Step Components, Analog Sensors, Digital Sensors, etc.).
Schedule/Mode Switch Control Functions	Test performance of each control function dedicated to time scheduling, staging of the system mode, or staging of equipment and components. Examples of these control functions are optimal start/stop, occupied/unoccupied operation, automatic equipment alternation, etc.
Basic Control Functions	Test performance of each control function required for system operation. Examples of these control functions are: AHU discharge temperature control, AHU discharge static pressure control, hydronic system differential pressure control, etc.
Advanced Control Functions	Test performance of each control function included to optimize a system, but not required for system operation. Examples of these control functions are AHU discharge temperature reset, hydronic system temperature reset, etc.
Failures & Alarms Control Functions	Test performance of each control function dedicated to system failure and alarming.
Set points and/or Configuration	Verify system controls set points and/or configuration parameters (i.e. Verify set points and configuration parameters for fan-powered terminal unit).
Graphical User Interface	Test performance of system graphical user interface.
Testing, Adjusting, Balancing, & Optimization	
Measurement devices	Calibrate measurement devices (i.e., terminal unit primary airflow measurement stations, hydronic flow measurement stations, etc.)
Proportional Balance	Proportion airflow or hydronic flow to the identified system's terminal devices (e.g., grilles, registers, diffusers, coils, etc.) per contract documents.
Distribution Equipment Performance	Measure performance of distribution equipment (e.g., fans, pumps, etc.).
Production Equipment Performance	Measure performance of production equipment (e.g., boilers, chillers, cooling towers, etc.).
Heat Transfer Equipment Performance	Measure performance of heat transfer equipment (e.g., heat exchangers, coils, etc.).
Optimum set point(s)	Optimize set points (e.g., AHU discharge static pressure set point, hydronic system differential pressure, etc.) to minimize resource consumption and/or demand.
Training	
Design Intent	Summarize how the system is designed and operated to comply with the facility's Operational Intent.

Schedule H: Start Up and Commissioning

Description	Methods/Criteria
Sequence of Operations	Summarize how the system is automated to comply with the facility's Operational Intent.
Equipment or Component Training	Provide specified vendor training for key equipment and components.

Industry Standards and Guidelines Utilized

Commissioning services are provided utilizing the following industry standards and guidelines:

- **ASHRAE Guideline 0-2013 – The Commissioning Process**
- **ASHRAE Standard 202-2013 – Commissioning Process for Buildings and Systems**
- **Building Commissioning Association**
  - Building Commissioning Attributes
- **California Commissioning Collaborative**
  - California Commissioning Guide: Existing Buildings
- **Portland Energy Conservation, Inc. (PECI)**
  - Model Commissioning Plan and Guide Specifications - 2005

Comfort Standards - Indoor

The interior occupant space conditions (temperature and humidity) will conform to industry-standard practices of the HVAC industry as set-forth by the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) in the standard's publication entitled, ASHRAE Standard 55-2013: Thermal Environmental Conditions for Human Occupancy.

It is important to note that because of individual differences and personal preferences pertaining to comfort, the standard is designed to accommodate a minimum of 80% of the occupants. Comfort is a measure that factors both dry bulb temperature and relative humidity. The following table is a summary of acceptable indoor comfort conditions:

Relative Humidity	Winter Temperature (indoor)	Summer Temperature (indoor)
30%	68.5°F to 73.5°F	75.0°F to 80.0°F
40%	68.0°F to 73.5°F	74.5°F to 80.0°F
50%	68.0°F to 73.5°F	74.0°F to 79.0°F
60%	67.5°F to 72.0°F	74.0°F to 78.5°F

A set point of 76˚F will be utilized for cooling with a +/- of 2˚F the local thermostat allowing the **minimum cooling occupied temperature to be 74˚F** in the cooling mode. A set point of 70˚F will be utilized for heating with a +/- of 2˚F at the local thermostat allowing the **maximum heating occupied temperature to be 72˚F**. Night setback will be adjusted such that indoor comfort levels can be established by the start of the occupied hours.

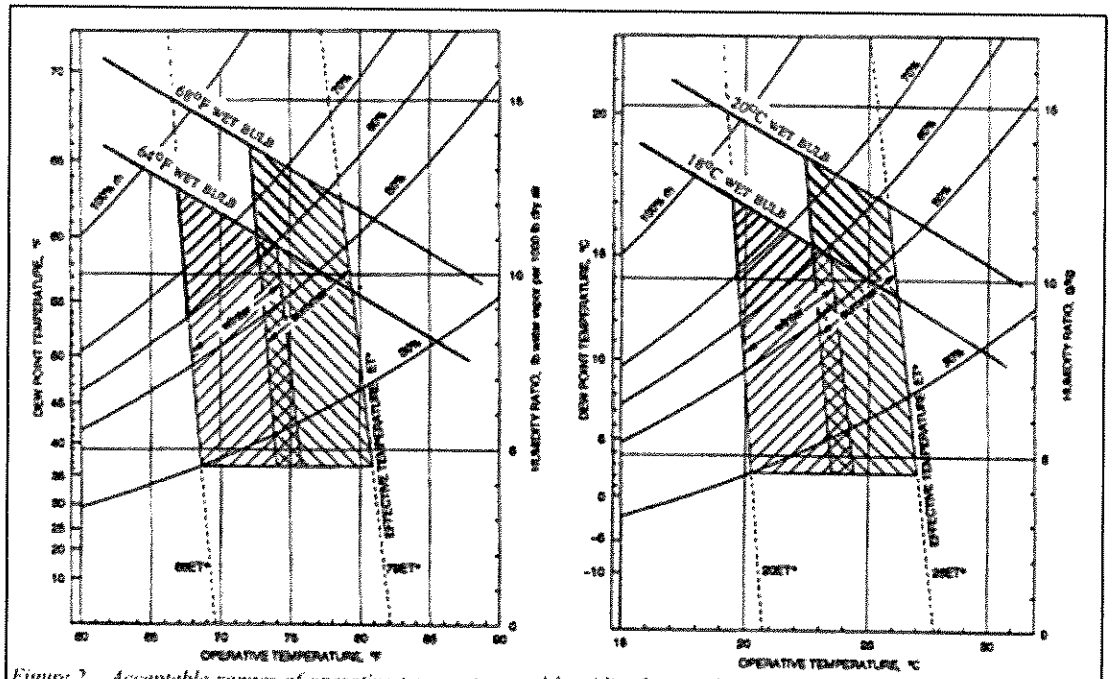


Figure 2 Acceptable ranges of operative temperature and humidity for people in typical summer and winter clothing during light, primarily sedentary activity (≤1.2 met). The operative temperature ranges are based on a 10% dissatisfaction criterion.

ANSI/ASHRAE Standard 55 – Acceptable Temperature Ranges for Winter and Summer Operation

Schedule I: Standards of Comfort

Building Schedules and Set Points

This Section includes the building schedules and set points to be included for the various spaces located within the school. The following schedules and set points were used for baseline energy usage analysis and savings calculations. Any variance from these parameters may necessitate baseline adjustments.

Main Session – Refer to School Calendar for Exact Dates

	Hours		Occupied Setpoints		Unoccupied Setpoints	
Space Type	Occupied	Unoccupied	Heating	Cooling	Heating	Cooling
Office Areas	M-F: 7-4	Wkd./Hol.	70	76	60	85
Classrooms	M-F: 7-4	Wkd./Hol.	70	76	60	85
Cafeteria	M-F: 7-4	Wkd./Hol.	68	76	60	85
Library	M-F: 7-4	Wkd./Hol.	68	74	60	80
Gymnasium/LGI	M-F: 7-4	Wkd./Hol.	68	76	60	85
Hallways	M-F: 7-4	Wkd./Hol.	68		60	
Storage areas	M-F: 7-4	Wkd./Hol.	65		60	

Summer Session – Refer to School Calendar for Exact Dates

	Hours		Occupied Setpoints		Unoccupied Setpoints	
Space Type	Occupied	Unoccupied	Heating	Cooling	Heating	Cooling
Office Areas	M-F: 8-3	Wkd./Hol.		76		85
Classrooms		Weekday/Wkd./Hol.				85
Cafeteria		Weekday/Wkd./Hol.				85
Library		Weekday/Wkd./Hol.				80
Gymnasium/LGI		Weekday/Wkd./Hol.				
Hallways		Wkd./Hol.				
Storage areas		Weekday/Wkd./Hol.				

School Calendar

The school calendar provided on the following page identifies Main Session and Summer Session occupied, weekend and holiday days for the 2019-2020 school year. Each successive performance year shall assume the same number of day types as reflected in this calendar.

Woodland Hills School District 2019-2020 Calendar

Approved 2/20/19

July 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	●	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	NTO	NTO	NTO	▣	17
18	▣	□	◆	22	23	24
25	26	27	28	29	30	31

September 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	●	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	◆	28
29	□					

October 2019

Sun	Mo	Tue	We	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	▣	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	X	□	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	●	●	30

December 2019

Sun	Mo	Tue	Wed	Thu	Fri	Sat
1	●	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	●	●	●	●	●	28
29	●	●				

January 2020

Sun	Mo	Tue	We	Thu	Fri	Sat
			●	●	●	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	●	21	22	23	24	25
26	27	28	29	30	31	

February 2020

Sun	Mo	Tue	We	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	X	□	15
16	⊛	18	19	20	21	22
23	24	25	26	27	28	29

March 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	▣	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	⊛	●	●	11
12	⊛	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	●	26	27	28	29	30
31						

June 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	*	6
7	◆	▣	10	11	12	13
14	15	16	17	18	19	20
21	22	●	24	25	26	27
28	29	30				

Schedule of Events

August 13, 14, 15	New Teacher Orientation
August 16	Opening Day (8:00 AM – 1:00 PM)
August 19	In-Service Day (8:00 AM – 1:00 PM)
August 20	In-Service Day (8:00 AM – 3:30 PM)
August 21	Clerical – Kindergarten Orientation
August 22	First Day for Students
August 23	First Day for Kindergarten
September 2	Labor Day
September 27	Clerical Day
September 30	In-Service Day (8:00 AM– 3:30 PM)
October 9	In-Service Day (8:00 AM—1:00 PM)
November 4	Parent/Teacher Conference – Act 80 Day
November 5	In-Service Day (8:00 AM – 3:30 PM)
Nov. 28 – Dec. 2	Thanksgiving Holiday
Dec. 23 – Jan. 3	Winter Break
January 20	Martin Luther King, Jr. Holiday
February 13	Parent/Teacher Conference – Act 80 Day
February 14	In-Service Day (8:00 AM – 3:30 PM)
February 17	Presidents' Day – Snow Make Up
March 13	In-Service (8:00 AM – 1:00 PM)
April 8	Snow Day
April 9	Holy Thursday—No School
April 10	Good Friday—No School
April 13	Easter Monday - Snow Make Up
May 25	Memorial Day
June 5	Early Dismissal/Last Day for Students/Graduation
June 8	Clerical Day
June 9	In—Service (8:00 AM—1:00 PM)
June 23	Kennywood Day

Open House Schedule

September 24
Intermediate

September 25
Academy/Edgewood/Wilkins

September 26
Jr./Sr. High School/Rankin

Parent/Teacher Conferences
(Act 80 Days)
November 4 and February 13
9:00AM-4:30PM
(Students do not report)

February 17, April 8 and April 13, 2020 are designated as snow days. Additional snow days will be made up at the end of the school year.

Monthly Total of Days

Teacher		Student
11	August	7
20	September	18
23	October	22
19	November	18
14	December	14
19	January	19
19	February	18
22	March	21
18	April	18
20	May	20
7	June	5
182		**180**

*Act 80 Days are counted as student days

Codes
● No School
□ In-service: All Day
▣ In-service: 8am -1pm Teachers only
◆ Clerical Day
X Parent/Teacher Conferences (K-12) (Act 80)
⊛ Snow Day
* Early Dismissal for Students
NTO New Teacher Orientation

Schedule J: Maintenance Responsibilities

RES will provide maintenance schedules, checklists and training necessary for the Customer to properly execute all maintenance activities for equipment installed under this Agreement.

Maintenance Responsibilities

RES will provide training for systems and equipment installed as part of the Guaranteed Energy Savings Agreement. RES will either conduct or arrange for this equipment training utilizing RES personnel, equipment vendors and subcontractors to provide the proper level of training for the type of training requested. The Customer will be asked to provide a list of those individuals that should receive training and to assist RES in notifying these individuals. The Customer will provide, as needed, any required meeting space.

Each training opportunity will be tailored to the needs of the Customer needs and can be geared toward maintenance training or building user training. The goal is to avoid maintenance or end user frustration in dealing with systems that are foreign to the present facilities infrastructure.

Maintenance, repair, and timely replacement of mechanical systems are integral to achieving equipment performance and obtaining long-term energy savings. The element and responsibilities for equipment maintenance are summarized as follows:

- ***Preventive Maintenance:*** Provide standard equipment and component maintenance to prevent degradation of fundamental building systems performance. Examples include inspection, lubrication, testing, and adjustment. All preventative maintenance will be performed by the Customer. RES will provide the Customer with a preventative maintenance best practices plan summarizing the type and frequency of maintenance activities recommended by the manufacturer.
- ***Planned Replacement:*** Replacement or major rebuild of equipment and components will be required near the end of the economic useful life of the equipment, which will vary for each system. All planned replacement will be performed by the Customer.
- ***Corrective Maintenance:*** Repairs and/or adjustment of equipment and components to correct non-performance discovered during the execution of preventive and/or responsive maintenance. RES will provide corrective maintenance that is a direct result of a warranty issue for equipment installed under this agreement during the warranty period. All corrective maintenance on equipment failure that is not caused by a warranty issue, existing equipment, and maintenance required following the warranty period will be performed by the Customer.
- ***Responsive Maintenance:*** On call response to non-performance of systems, equipment, and components. Typically, response is provided within a time frame that is dependent upon the severity of the issue. Priority response levels are determined by the critical nature of systems, equipment, and components. RES will be responsible for providing responsive maintenance that is a direct result of a warranty issue for equipment installed under this GESA during the warranty period. All responsive maintenance on equipment failures that were not caused by a warranty issue, existing equipment, and maintenance required following the warranty period will be performed by the Customer.

Schedule J: Maintenance Responsibilities

Warranty Summary

All equipment installed as part of this Guaranteed Energy Savings Project will be covered by a one-year warranty from the date of EEM completion, equipment startup and beneficial use by the Owner. Where new equipment is added to existing equipment or systems, only the new equipment will carry this one-year warranty. An equipment list will be prepared as part of the Operation and Maintenance (O&M) Manual for each EEM at project closeout which will detail all warranty dates including any manufacturers' warranties which exceed this one-year period. This document will also include any specific service details which might be required to keep these warranties in force. The fields will be completed at close-out to provide a quick reference for the overall warranty information for the project. Additionally, RES will provide manufacturer's warranty certificates for equipment which is warranted beyond the one-year construction warranty period. Final versions of these documents will be provided at project closeout both as part of the individual O&M manuals and as an insert to this document for a centralized record of warranty information.

AMENDMENT NO. 8
WOODLAND HILLS SCHOOL DISTRICT

THIS AMENDMENT is made and entered into this 15th day of July, 2020, by and between the **WOODLAND HILLS SCHOOL DISTRICT**, whose principal place of business is located at 531 Jones Avenue, North Braddock, PA 15104 (hereinafter termed "WHSD"), and **REYNOLDS ENERGY SERVICES, INC.**, whose principal place of business is located at 3300 North Third Street, Harrisburg, Pennsylvania 17110 (hereinafter termed "RES"), amends the Guaranteed Energy Savings Agreement, as amended (hereinafter termed "GESA") entered into by the parties on the 15th day of March, 2017.

SCOPE OF SERVICES

The GESA Scope of Services is hereby amended, as follows:

Reroute electrical feeders that are currently the underground electric duct bank under the new administration addition. The new electrical feeders will run from the crawl space of Area B to the target electrical panels in Area A. All the work is at Woodland Hills High School, located at 2550 Greensburg Pike, Pittsburgh, PA 15221, with scope of work and costs as described below.

SCHEDULE A: SCOPE OF WORK

ELECTRICAL SCOPE OF WORK

Reroute existing feeders for Panels EMJ and MDPJ. The new feeders will run EMT conduit for approximately 96' in Area B crawlspace, and approximately 57' of PVC conduit in excavated trench located just west of Column Line O under Area B new addition, and from Area B crawlspace to Area C crawlspace. Core drill holes through both footers of Area B and C and seal with LinkSeal. Install a new junction box in Area C crawlspace to accept both underground conduits through footer, as well as riser conduits into the bottom of MDPJ. Remove panel MDPJ and demolish existing feeder risers. Core drill slab for new riser conduits, install new conduits and reinstall existing MDPJ. Demolish the existing MC feeder from Area C crawlspace to Area B crawlspace and terminate three (3) MC feeders into new junction box of Area B crawlspace. Patch all holes in existing footers with hydraulic cement.

GENERAL CLARIFICATIONS AND EXCLUSIONS

The existing duct bank will not be demolished.

SCHEDULE B: PROJECT COSTS AND CASH FLOW ANALYSIS

The total cost of this work $85,000.00.

SCHEDULE C: ENERGY SAVINGS GUARANTEE (no change)

SCHEDULE D: COMPENSATION TO RES

The work will be invoiced as complete in August 2020.

SCHEDULE E: BASELINE ENERGY CONSUMPTION (no change)

SCHEDULE F: SAVINGS MEASUREMENT & VERIFICATION (no change)

SCHEDULE G: CONSTRUCTION AND INSTALLATION SCHEDULE (no change)

SCHEDULE H: SYSTEM START-UP AND COMMISSIONING (no change)

SCHEDULE I: STANDARDS OF COMFORT (no change)

AMENDMENT NO. 8
WOODLAND HILLS SCHOOL DISTRICT

SCHEDULE J: MAINTENANCE RESPONSIBILITIES (no change)

CONTRACT SUM / AMENDMENT COST

The Contract Sum prior to the execution of this Amendment No. 8 is **$48,153,541.00.**

The total cost of this Amendment No. 8 is an **add** of **$85,000.00.**

Upon execution of this Amendment No. 8, the revised Contract Sum shall be **$48,238,541.00.**

OTHER TERMS & CONDITIONS

The Scope of Services in this amendment is in addition to the Scopes of Services procured through the Base Guaranteed Energy Savings Agreement and Amendments 1 through 7.

All other terms and conditions included in the GESA, executed on March 15, 2017, and subsequently modified within Amendments 1 through 7 shall remain unchanged.

Performance and Payment Bonds will be issued for the construction value of this amendment equaling $85,000.00.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

WOODLAND HILLS SCHOOL DISTRICT

(Signature)

JAMIE GLASER
(Name/Title)

REYNOLDS ENERGY SERVICES, INC.

(Signature)

Rick Evans Pres.
(Name/Title)

AMENDMENT NO. 9
WOODLAND HILLS SCHOOL DISTRICT

THIS AMENDMENT is made and entered into this 17th day of November, 2021, by and between the **WOODLAND HILLS SCHOOL DISTRICT**, whose principal place of business is located at 531 Jones Avenue, North Braddock, PA 15104 (hereinafter termed "WHSD"), and **REYNOLDS ENERGY SERVICES, INC., d/b/a SITELOGIQ ENERGY SERVICES, INC.** whose principal place of business is located at 3300 North Third Street, Harrisburg, Pennsylvania 17110 (hereinafter termed "SES"), amends the Guaranteed Energy Savings Agreement, as amended (hereinafter termed "GESA") entered into by the parties on the 15th day of March, 2017.

SCOPE OF SERVICES

The GESA Scope of Services is hereby amended, as follows:

Provide additional electrical work for electrical receptacles, data outlets, and cabling for security cameras. All the work is at Woodland Hills High School, located at 2550 Greensburg Pike, Pittsburgh, PA 15221, with scopes of work and cost as described below.

SCHEDULE A: SCOPE OF WORK

ELECTRICAL SCOPE OF WORK

1. Provide additional data and electrical outlets in Rooms F115, F115A, 115C and B125 as requested by the District due to function of the space.
2. Provide additional data and electrical outlets in Rooms F101, A114, F112, F111, B127A and B129 as requested by the District. They turned some storage areas into office spaces and need some more additional items due to function of the spaces.
3. Provide new data outlets for twenty-one (21) cameras in cafeteria as requested by the District due to the existing wiring being co-axial cable in lieu of new CAT 6 cabling.
4. Provide electrical outlets, data outlets and teachers station for Room G110 since the room usage changed from Gifted to College Prep as requested by the District.
5. Provide data outlets for Room G111 as requested by the District in case they want to have additional computer stations.
6. Provide an additional quad receptacle in Room G010B Gun safe as requested by District.
7. Provide additional power receptacle and data outlets for a printer in Rooms E111 and E207 as requested by District.

SCHEDULE B: PROJECT COSTS AND CASH FLOW ANALYSIS

The total cost of this work $39,996.00.

SCHEDULE C: ENERGY SAVINGS GUARANTEE (no change)

SCHEDULE D: COMPENSATION TO RES

The work will be invoiced as complete in October 2021.

SCHEDULE E: BASELINE ENERGY CONSUMPTION (no change)

SCHEDULE F: SAVINGS MEASUREMENT & VERIFICATION (no change)

SCHEDULE G: CONSTRUCTION AND INSTALLATION SCHEDULE (no change)
SCHEDULE H: SYSTEM START-UP AND COMMISSIONING (no change)
SCHEDULE I: STANDARDS OF COMFORT (no change)
SCHEDULE J: MAINTENANCE RESPONSIBILITIES (no change)

CONTRACT SUM / AMENDMENT COST

The Contract Sum prior to the execution of this Amendment No. 9 is **$48,238,541.00.**

The total cost of this Amendment No. 9 is an **add** of **$39,996.00.**

Upon execution of this Amendment No. 9, the revised Contract Sum shall be **$48,278,537.00.**

OTHER TERMS & CONDITIONS

The Scope of Services in this amendment is in addition to the Scopes of Services procured through the Base Guaranteed Energy Savings Agreement and Amendments 1 through 8.

All other terms and conditions included in the GESA, executed on March 15, 2017, and subsequently modified within Amendments 1 through 8 shall remain unchanged.

Performance and Payment Bonds will be adjusted appropriately for the construction value of this amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

WOODLAND HILLS SCHOOL DISTRICT

(Signature)

Jamie Glasser
(Name/Title) Board President

REYNOLDS ENERGY SERVICES, INC. d/b/a SITELOGIQ ENERGY SERVICES, INC.

(Signature)

Rick Reynolds Pres.
(Name/Title)

AMENDMENT NO. 10
WOODLAND HILLS SCHOOL DISTRICT

THIS AMENDMENT is made and entered into this 17th day of November, 2021, by and between the **WOODLAND HILLS SCHOOL DISTRICT**, whose principal place of business is located at 531 Jones Avenue, North Braddock, PA 15104 (hereinafter termed "WHSD"), and **REYNOLDS ENERGY SERVICES, INC., d/b/a SITELOGIQ ENERGY SERVICES, INC.** whose principal place of business is located at 3300 North Third Street, Harrisburg, Pennsylvania 17110 (hereinafter termed "SES"), amends the Guaranteed Energy Savings Agreement, as amended (hereinafter termed "GESA") entered into by the parties on the 15th day of March, 2017.

SCOPE OF SERVICES

The GESA Scope of Services is hereby amended, as follows:

Provide additional cooling and window glass for select classroom areas as noted. All the work is at Wilkins Primary School, located at 362 Churchill Road, Pittsburgh, PA 15235, with scopes of work and cost as described below.

SCHEDULE A: SCOPE OF WORK
SCHEDULE B: PROJECT COSTS AND CASH FLOW ANALYSIS
SCHEDULE C: ENERGY SAVINGS GUARANTE
SCHEDULE D: COMPENSATION TO RES
SCHEDULE E: BASELINE ENERGY CONSUMPTION
SCHEDULE F: SAVINGS MEASUREMENT & VERIFICATION
SCHEDULE G: CONSTRUCTION AND INSTALLATION SCHEDULE
SCHEDULE H: SYSTEM START-UP AND COMMISSIONING
SCHEDULE I: STANDARDS OF COMFORT (no change)
SCHEDULE J: MAINTENANCE RESPONSIBILITIES

CONTRACT SUM / AMENDMENT COST

The Contract Sum prior to the execution of this Amendment No. 10 is **$48,278,537.00.**

The total cost of this Amendment No. 10 is an **add** of **$374,738.00.**

Upon execution of this Amendment No. 10, the revised Contract Sum shall be **$48,653,275.00.**

OTHER TERMS & CONDITIONS

The Scope of Services in this amendment is in addition to the Scopes of Services procured through the Base Guaranteed Energy Savings Agreement and Amendments 1 through 9.

All other terms and conditions included in the GESA, executed on March 15, 2017, and subsequently modified within Amendments 1 through 9 shall remain unchanged.

Performance and Payment Bonds will be adjusted appropriately for the construction value of this amendment.

AMENDMENT NO. 10
WOODLAND HILLS SCHOOL DISTRICT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

WOODLAND HILLS SCHOOL DISTRICT

(Signature)

Jamie Glasser
(Name/Title) Board President

REYNOLDS ENERGY SERVICES, INC. d/b/a SITELOGIQ ENERGY SERVICES, INC.

(Signature)

Rick Evans Pres.
(Name/Title)

AMENDMENT NO. 10
WOODLAND HILLS SCHOOL DISTRICT

THIS AMENDMENT is made and entered into this 17th day of November, 2021, by and between the **WOODLAND HILLS SCHOOL DISTRICT**, whose principal place of business is located at 531 Jones Avenue, North Braddock, PA 15104 (hereinafter termed "WHSD"), and **REYNOLDS ENERGY SERVICES, INC.**, **d/b/a SITELOGIQ ENERGY SERVICES, INC**. whose principal place of business is located at 3300 North Third Street, Harrisburg, Pennsylvania 17110 (hereinafter termed "SES"), amends the Guaranteed Energy Savings Agreement, as amended (hereinafter termed "GESA") entered into by the parties on the 15th day of March, 2017.

SCOPE OF SERVICES

The GESA Scope of Services is hereby amended, as follows:

Provide additional cooling and window glass for select classroom areas as noted. All the work is at Wilkins Primary School, located at 362 Churchill Road, Pittsburgh, PA 15235, with scopes of work and cost as described below.

SCHEDULE A: SCOPE OF WORK
SCHEDULE B: PROJECT COSTS AND CASH FLOW ANALYSIS
SCHEDULE C: ENERGY SAVINGS GUARANTE
SCHEDULE D: COMPENSATION TO RES
SCHEDULE E: BASELINE ENERGY CONSUMPTION
SCHEDULE F: SAVINGS MEASUREMENT & VERIFICATION
SCHEDULE G: CONSTRUCTION AND INSTALLATION SCHEDULE
SCHEDULE H: SYSTEM START-UP AND COMMISSIONING
SCHEDULE I: STANDARDS OF COMFORT (no change)
SCHEDULE J: MAINTENANCE RESPONSIBILITIES

CONTRACT SUM / AMENDMENT COST

The Contract Sum prior to the execution of this Amendment No. 10 is **$48,278,537.00.**

The total cost of this Amendment No. 10 is an **add** of **$374,738.00.**

Upon execution of this Amendment No. 10, the revised Contract Sum shall be **$48,653,275.00.**

OTHER TERMS & CONDITIONS

The Scope of Services in this amendment is in addition to the Scopes of Services procured through the Base Guaranteed Energy Savings Agreement and Amendments 1 through 9.

All other terms and conditions included in the GESA, executed on March 15, 2017, and subsequently modified within Amendments 1 through 9 shall remain unchanged.

Performance and Payment Bonds will be adjusted appropriately for the construction value of this amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

WOODLAND HILLS SCHOOL DISTRICT	**REYNOLDS ENERGY SERVICES, INC. d/b/a SITELOGIQ ENERGY SERVICES, INC.**
(Signature)	(Signature)
(Name/Title)	(Name/Title)

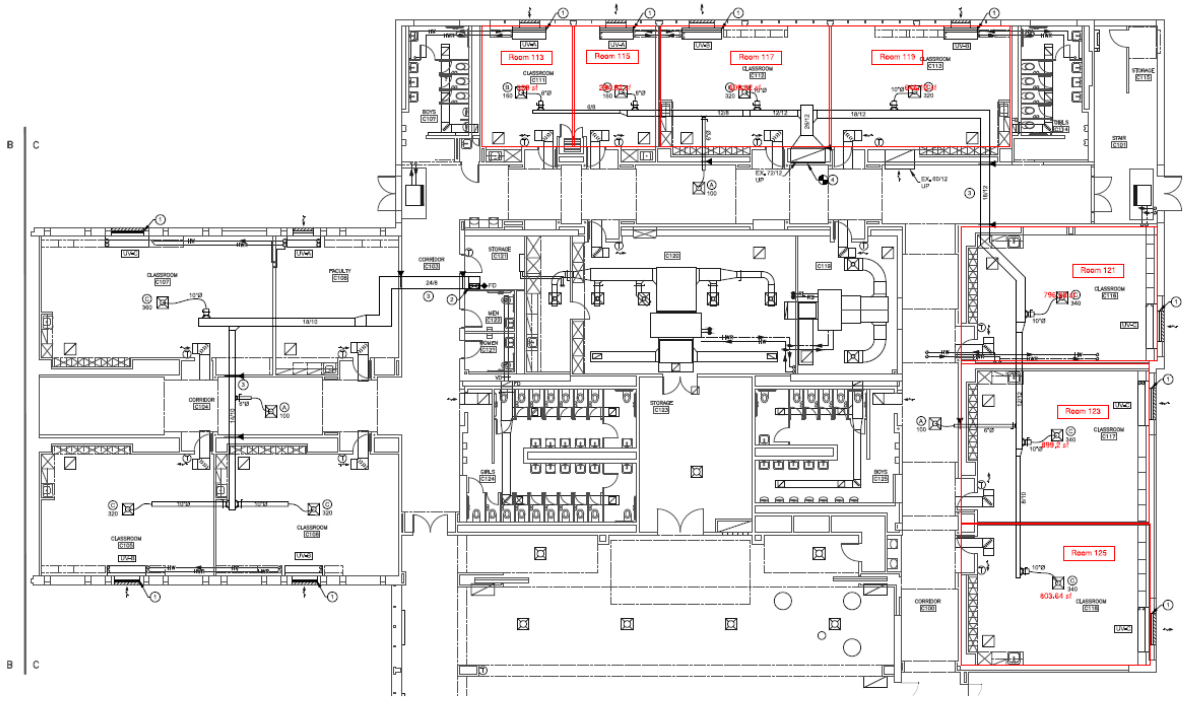
SCOPE OF WORK

1.0 New Variable Refrigerant Flow (VRF) System – 13 Rooms

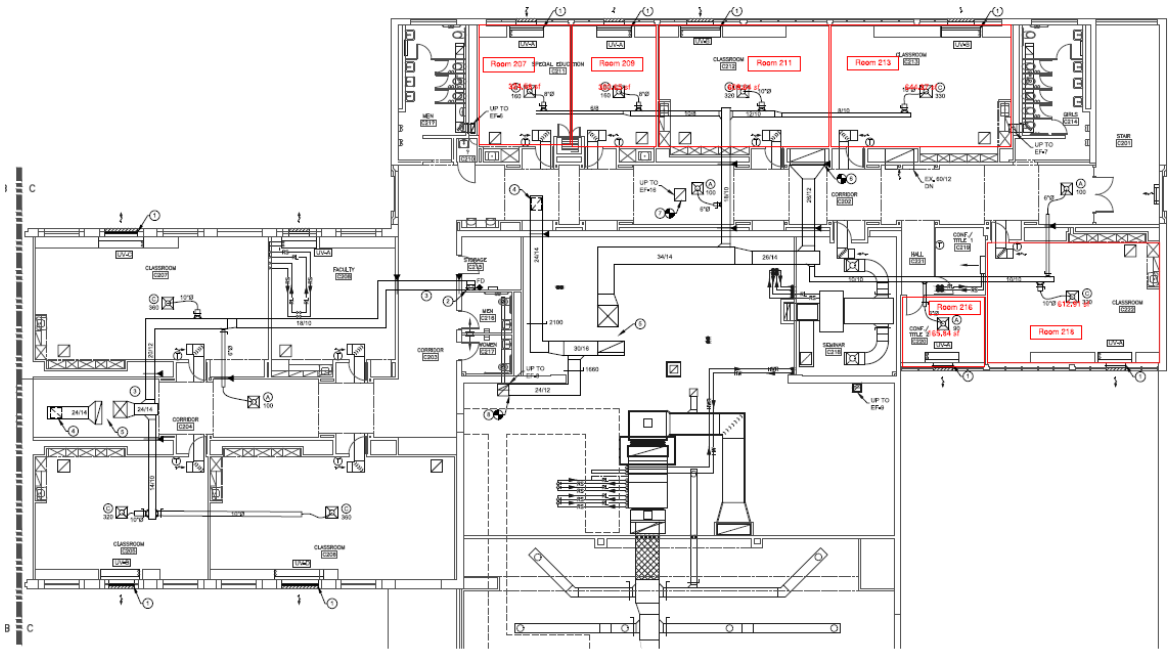
1. Install 13 ceiling cassette fan coil units
    a. 7 on the first floor and 6 on the second floor.
        i. Areas shown as boxed red on the following page.
2. Install remote condenser on roof.
3. Install refrigeration piping.
4. Install condensate drains.
5. Install pipe insulation.
6. Provide controls for new units.
7. Provide any roofing work necessary for the installation.
8. Provide new power wiring.
9. Provide system start up.

2.0 New Glass Installation – Areas of Concern

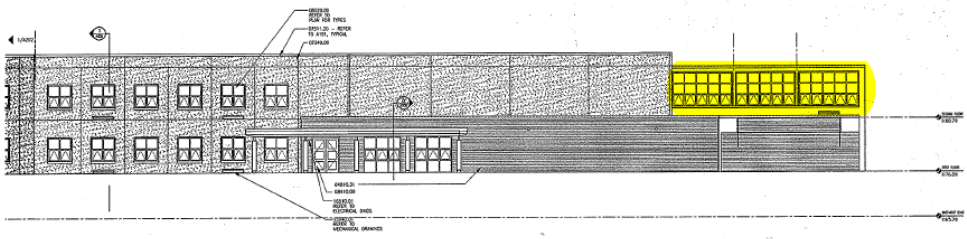
1. Remove existing glass in areas indicated along the West, East and South elevations. Replace with new grey glass with low E factor. Total 261 pieces.
2. Windows are shown as highlighted yellow in drawings on Schedule A - page 3.



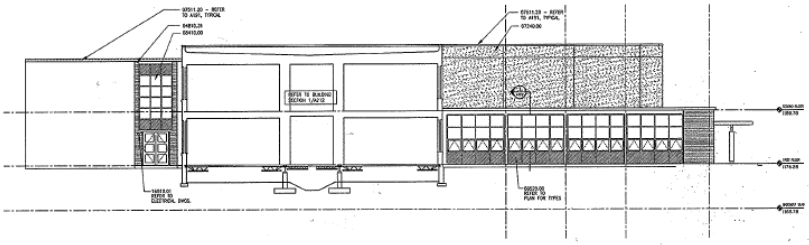
FIRST FLOOR UNIT C HVAC PLAN



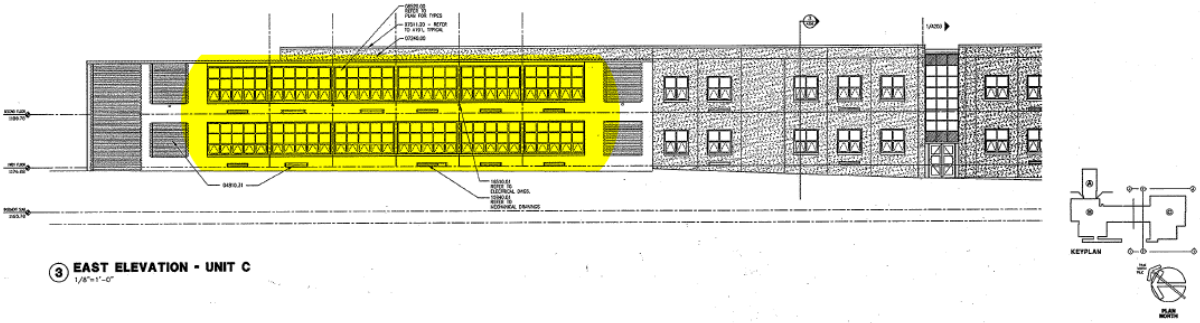
SECOND FLOOR UNIT C HVAC PLAN



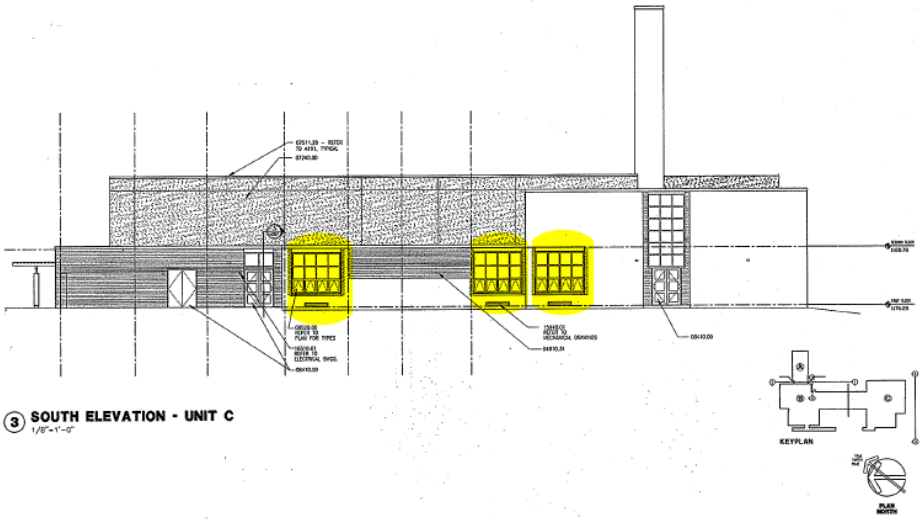
1 WEST ELEVATION - UNIT C
1/8"=1'-0"



2 NORTH ELEVATION - UNIT C
1/8"=1'-0"



3 EAST ELEVATION - UNIT C
1/8"=1'-0"



3 SOUTH ELEVATION - UNIT C
1/8"=1'-0"

Woodland Hills SD - Wilkins Primary Air Conditioning

Energy Project Financial Overview

EEM #	EEM Name	EEM Construction Cost	Annual Resource Savings
Wilkins Primary School			
1	New VRF System - 13 Rooms	$ 241,248	$ 658
2	New Glass - Areas of Concern	$ 133,490	$ 283
	PROJECT TOTALS	**$ 374,738**	**$ 941**

SCHEDULE B
Cash Flow Analysis

WOODLAND HILLS SD - WILKINS PRIMARY AIR CONDITIONING
Guaranteed Energy Savings Contract

Financed Project Cost (1):	**$ 374,738**	**Escalation Rates by Utility & Fuel**	
Finance Term (years):	20	Electric:	3.0%
Annualized Interest Rate:	3.500%	Natural Gas:	3.0%
Accrued Construction Interest:	$ 0	Fuel Oil:	3.0%
		Water:	3.0%
		Other:	3.0%
Est. Avoided Capital Costs (2):	**$ 250,703**	Operational:	3.0%
		Escalation Rates for Annual Fees:	2.5%

Year	Electric Cost Savings	Natural Gas Cost Savings	Water Cost Savings	Operational Cost Savings	Total Cost Savings	Guaranteed Savings	Avoided Capital Savings	Annual M&V Fees	Financing Payment	Net Savings	Cumulative Savings
1	$ 669	$ 272	$ -	$ -	$ 941	$ 847	$ 25,233		$ (26,080)	$ -	$ -
2	$ 689	$ 280	$ -	$ -	$ 969	$ 872	$ 25,208	$ -	$ (26,080)	$ -	$ -
3	$ 709	$ 289	$ -	$ -	$ 998	$ 898	$ 25,182	$ -	$ (26,080)	$ -	$ -
4	$ 731	$ 297	$ -	$ -	$ 1,028	$ 925	$ 25,155	$ -	$ (26,080)	$ -	$ -
5	$ 753	$ 306	$ -	$ -	$ 1,059	$ 953	$ 25,127	$ -	$ (26,080)	$ -	$ -
6	$ 775	$ 315	$ -	$ -	$ 1,091	$ 982	$ 25,098	$ -	$ (26,080)	$ -	$ -
7	$ 799	$ 325	$ -	$ -	$ 1,123	$ 1,011	$ 25,069	$ -	$ (26,080)	$ -	$ -
8	$ 822	$ 335	$ -	$ -	$ 1,157	$ 1,041	$ 25,039	$ -	$ (26,080)	$ -	$ -
9	$ 847	$ 345	$ -	$ -	$ 1,192	$ 1,073	$ 25,007	$ -	$ (26,080)	$ -	$ -
10	$ 873	$ 355	$ -	$ -	$ 1,228	$ 1,105	$ 24,975	$ -	$ (26,080)	$ -	$ -
11	$ 899	$ 366	$ -	$ -	$ 1,264	$ 1,138	$ 24,942	$ -	$ (26,080)	$ -	$ -
12	$ 926	$ 377	$ -	$ -	$ 1,302	$ 1,172	$ 24,908	$ -	$ (26,080)	$ -	$ -
13	$ 953	$ 388	$ -	$ -	$ 1,341	$ 1,207	$ 24,873	$ -	$ (26,080)	$ -	$ -
14	$ 982	$ 400	$ -	$ -	$ 1,382	$ 1,243	$ 24,836	$ -	$ (26,080)	$ -	$ -
15	$ 1,012	$ 412	$ -	$ -	$ 1,423	$ 1,281	$ 24,799	$ -	$ (26,080)	$ -	$ -
16	$ 1,042	$ 424	$ -	$ -	$ 1,466	$ 1,319	$ 24,761	$ -	$ (26,080)	$ -	$ -
17	$ 1,073	$ 437	$ -	$ -	$ 1,510	$ 1,359	$ 24,721	$ -	$ (26,080)	$ -	$ -
18	$ 1,105	$ 450	$ -	$ -	$ 1,555	$ 1,400	$ 24,680	$ -	$ (26,080)	$ -	$ -
19	$ 1,138	$ 463	$ -	$ -	$ 1,602	$ 1,442	$ 24,638	$ -	$ (26,080)	$ -	$ -
20	$ 1,173	$ 477	$ -	$ -	$ 1,650	$ 1,485	$ 24,595	$ -	$ (26,080)	$ -	$ -
TOTAL	**$ 17,969**	**$ 7,311**	**$ -**	**$ -**	**$ 25,280**	**$ 22,752**	**$ 498,847**	**$ -**	**$ (521,599)**	**$ -**	

NOTES:
1. Financed Project Cost reflects the guaranteed fixed price of the scope executed under the Guaranteed Energy Savings Agreement, including the first year of measurement and verification of savings.
2. Avoided Capital Savings includes the ammortized annual cost of capital equipment replacement or repairs that would be realized by the Owner within the lifetime of the Energy Project, but will instead be completed and financed through the Energy Project. Savings include the total costs for all design, bidding, bonding, permitting, equipment and installation labor required to complete the work. The amount shown represents the Net Present Value of the savings over the term.

Schedule C: Guaranteed Energy Savings

SES guarantees that the Customer will achieve savings in Year 1 as listed in the following table. Escalation rates will be applied to future year savings according to the Cash Flow Analysis included in Schedule B.

TABLE: Guaranteed Annual Energy Savings by Measure and Resource

EEM		ELECTRIC				FUELS			TOTAL	
				Calculated	Guaranteed		Calculated	Guaranteed	Calculated	Guaranteed
		kWh	kW	$	$	dtherms	$	$	$	$
1	New VRF System - 13 Rooms	5,720	46	$ 658	$ 592	-	$ -	$ -	$ 658	$ 592
2	New Glass - Areas of Concern	172	-	$ 11	$ 10	48	$ 272	$ 245	$ 283	$ 255
	TOTAL	5,892	46	$ 669	$ 602	48	$ 272	$ 245	$ 941	$ 847

The guaranteed savings shall be calculated as shown in Schedule F for the term of the Agreement. SES will pay the Customer the difference between the annual amount guaranteed and the amount of actual energy savings achieved in accordance with the provisions provided within the GESA as mutually agreed upon by SES and Customer. Payments for any savings shortfall will be paid to the Customer by SES in accordance with Section 4.2 of the GESA. Stipulated savings are savings that have been calculated and agreed upon by SES and Customer. Operational, maintenance and avoided capital savings are stipulated, and as such will not be tracked or measured. Rebates from utilities or any other source are not guaranteed by SES.

Avoided Capital Cost Savings

Avoided capital cost savings are defined as cost realized in the present to replace building equipment or components at or near the end of their useful lives that would otherwise need to be paid for as a future capital expense in absence of the project.

Avoided capital cost savings include the amortized annual cost of capital equipment replacement or repairs that would be realized by the Customer within the lifetime of the Energy Project, but will instead be completed and financed through this project. Savings include the total costs for all design, bidding, bonding, permitting, equipment and installation labor required to complete the work.

Utility Rates

Guaranteed dollar amounts are calculated based on the base utility rates listed below, and escalated at the rates listed in Schedule B. If actual electric or gas rates are lower than those listed in this Schedule and escalated as described above, SES reserves the right to use the base utility rates for the guarantee period. If actual rates are higher than those listed in this Schedule and escalated as described above, SES reserves the right to use the actual rates for the guarantee period.

Rate tariffs/avoided utility costs utilized in calculation of guaranteed energy savings
The rates shown in the table below were derived from bills provided for September 2020 through October 2021.

Provider	Utility	Description	Unit	Cost/Unit
Duquesne Light Co.	Electric	Distribution	kW	$6.54
Direct Energy (on DLC bill)	Electric	Total Generation Charge w/tax	kWh	$0.063
Peoples	Gas	GS-T (Transportation charge)	DT*	$3.16
UGI Energy Services	Gas	Commodity Charge	DT	$2.49

*Peoples bill shows MCF. MCF is converted to Dekatherms for consistency in other GESA rates and calculations.

Utility accounts that will be tracked for the guaranteed energy savings

Customer Name:	Customer Address:	Utility:	Account #:	Provider/Rate:
Wilkins Primary	362 Churchhill Rd Pittsburgh, PA 15235	Electricity	9261-830-000	Duquesne Light - GM -Med. Commercial
Wilkins Primary	362 Churchhill Rd Pittsburgh, PA 15235	Natural Gas (MCF)	200004384497	Peoples/GS-T Medium General Service
Wilkins Primary	362 Churchhill Rd Pittsburgh, PA 15235	Natural Gas (DT)	W0002094	UGI Energy Services

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Guaranteed Savings Reconciliation

The guarantee term will commence on the Commencement Date as defined in Section 3.1 and be referred to as the "savings guarantee commencement date".

SES will monitor monthly utility usage for the guarantee period, within sixty (60) days of receiving pertinent utility bills. SES will provide Annual Savings Reports to the Customer, which shall include the initial calculation of the total dollar savings, the measurement and verification calculations and any other reasonable information requested by the Customer. Upon the submittal of the annual savings report, reconciliation (if necessary) will be in accordance with Section 4.2 of the GESA.

The Customer agrees to

1. Provide or cause its utility suppliers to provide periodic utility usage and cost in a timely manner. Preferably within two (2) weeks of the "Read Date" shown on the bill. SES will initiate data requests.
2. Execute all Customer responsibilities as set forth in the Agreement.
3. Provide SES full access to all pertinent facilities and information required for SES to perform its responsibilities. Access shall include but not be limited to the following:
    a. All areas of all buildings included in the project
    b. All utility meters included in the guarantee
    c. All personnel responsible for operating and maintaining facilities
    d. Remote access to building automation systems via credentials assigned to SES. Full access is required for commissioning and troubleshooting purposes. Access may be changed to read-only for monitoring at the conclusion of the commissioning process at the discretion of the Customer.
    e. Actual monthly invoices for utilities
    f. Inventories of material changes made within the facility as defined in Section 15 of the GESA.

Breakdown of Monthly Estimated Billings by EEM

Woodland Hills SD - Wilkins Primary Air Conditioning
SCHEDULE OF VALUES and DRAW

EEM#	EEM Description	EEM Value	Dec-21		Jan-22		Feb-22		Mar-22		Apr-22		May-22		Jun-22	
			%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $	%	Draw $
	Mobilization	$ 37,474	100%	$ 37,474		$ -		$ -		$ -		$ -		$ -		$ -
1	New VRF System - 13 Rooms	$ 205,060		$ -	5%	$ 10,253	30%	$ 61,518	30%	$ 61,518	30%	$ 61,518	5%	$ 10,253		$ -
2	New Glass - Areas of Concern	$ 113,467		$ -	5%	$ 5,673	30%	$ 34,040	30%	$ 34,040	30%	$ 34,040	5%	$ 5,673		$ -
	Close Out	$ 18,737		$ -		$ -		$ -		$ -		$ -		$ -	100%	$ 18,737
	Total	**$ 374,738**	**10%**	**$ 37,475**	**4%**	**$ 15,926**	**25%**	**$ 95,558**	**25%**	**$ 95,558**	**25%**	**$ 95,558**	**4%**	**$ 15,926**	**5%**	**$ 18,737**

Actual billing shall be for work put in place in a given month as accepted by the Customer. Invoices are issued at the end of the month, with payment due 30 days following the invoice date.

Summary of Monthly Estimated Billings

MONTH	MONTHLY DRAW	CUMULATIVE DRAW	DRAW %
Dec-21	$ 37,475	$ 37,475	**10%**
Jan-22	$ 15,926	$ 53,401	**14%**
Feb-22	$ 95,558	$ 148,959	**40%**
Mar-22	$ 95,558	$ 244,517	**65%**
Apr-22	$ 95,558	$ 340,075	**91%**
May-22	$ 15,926	$ 356,001	**95%**
Jun-22	$ 18,737	$ 374,738	**100%**
TOTAL	**$ 374,738**		

Schedule of Measurement and Verification (M&V) fees

There will be no M&V fees associated with this amendment.

Schedule E: Baseline Energy Consumption

Electricity and Fuels Baselines

The following table reflects the energy and costs baseline used in the calculation of energy savings for Wilkins Primary School based on historical energy use and current or projected utility rates. Annual usage and costs have been adjusted to reflect September 2020 through October 2021 billing.

Wilkins Primary School – Monthly Energy Consumption Profile

	ELECTRIC				FUELS		
	kWh	kW		$	dtherms		$
Jan	51,113	122	$	4,161	855	$	5,029
Feb	45,924	116	$	3,601	1,043	$	6,105
Mar	44,389	140	$	3,640	746	$	4,301
Apr	46,940	173	$	4,029	407	$	2,367
May	44,310	212	$	3,666	370	$	2,189
Jun	45,372	212	$	4,091	59	$	467
Jul	41,055	170	$	3,713	24	$	267
Aug	41,554	184	$	3,806	19	$	247
Sep	53,469	237	$	4,879	24	$	286
Oct	50,731	231	$	4,677	31	$	368
Nov	55,438	204	$	5,026	418	$	2,327
Dec	42,909	149	$	8,871	817	$	4,813
	563,205	**2,148**	**$**	**54,160**	**4,812**	**$**	**28,768**

To accurately calculate energy usage savings, an adjustment is required to the baseline energy use to account for adding cooling to thirteen (13) rooms within the building.

<u>Adjusted Baseline Analysis for Additional Cooling</u>

The following parameters were used to adjust the existing baseline energy and costs.

Cooling Load Added ~ 25 tons @ 1.5 kW/ton efficiency
Assumed 980 equiv. hours of full load cooling associated with cooling degree days (CDD)

HVAC Scheduling/Setpoints = Classroom Areas

- Occupied Hours
  - Monday – Friday – 7AM – 4PM
  - Occupied Cooling Setpoint = 76F ± 2F (adjustable)
- Unoccupied Hours
  - Monday – Friday – 5PM – 6AM; Sat./Sun./Holidays
  - Unoccupied Cooling Setpoint = 85F ± 2F (adjustable)

Baseline Adjustment = 37.5 kW (added to peak demand in April through September)
36,750 kWH added annually

Note: Please refer to Schedule I in previous contracts for reiteration of Occupancy Schedules and Setpoints as indicated above.

Approach to Measurement and Verification of Savings

When preparing a guaranteed energy savings project, SES adheres to the most recent International Performance Measurement and Verification Protocol (IPMVP) as it applies to the given scope. The IPMVP is sponsored and maintained by a non-profit corporation known as the Efficiency Valuation Organization (EVO) and is the most recognized energy and water savings measurement and verification (M&V) protocol across the world. The IPMVP is a set of recommended guidelines and framework to evaluate energy and water efficiency projects. It does not define set standards for M&V on specific energy and water efficiency measures.

EVO has acknowledged that the IPMVP documents alone will not improve energy efficiency, but must be applied by qualified professionals who demonstrate knowledge and understanding of the protocol. Such individuals may have the designation as Certified Measurement and Verification Professionals (CMVP®) and are qualified to promote sound M&V plans as well as adhere to best practices for management programs. SES has addressed this and has a CMVP on staff to help facilitate the M&V planning and reporting for all projects, as well as train staff members on proper implementation and execution. SES has created a custom M&V plan for this project that follows the core principles of the IPMVP, including the following:

- Accurate
- Complete
- Conservative
- Consistent
- Relevant
- Transparent

Quarterly reports of the avoided energy costs will be provided based on the established M&V plans. The following section outlines the framework and various options involved when developing a proper M&V plan. It should be noted that SES has worked with the district to identify all other operational and avoided costs within the project. Those items are shown separately from the truly "measured and verified" components of the project and are found in Schedule C of the GESA.

When conducting this analysis, the important factors to consider in developing a M&V plan are as follows:

- Can the impact of the energy efficiency measures be isolated and measured easily?
- Is the whole building being impacted and are the savings interactive?
- How much will the measure(s) save compared to the baseline usage?
- How much will M&V cost for the measures applied?

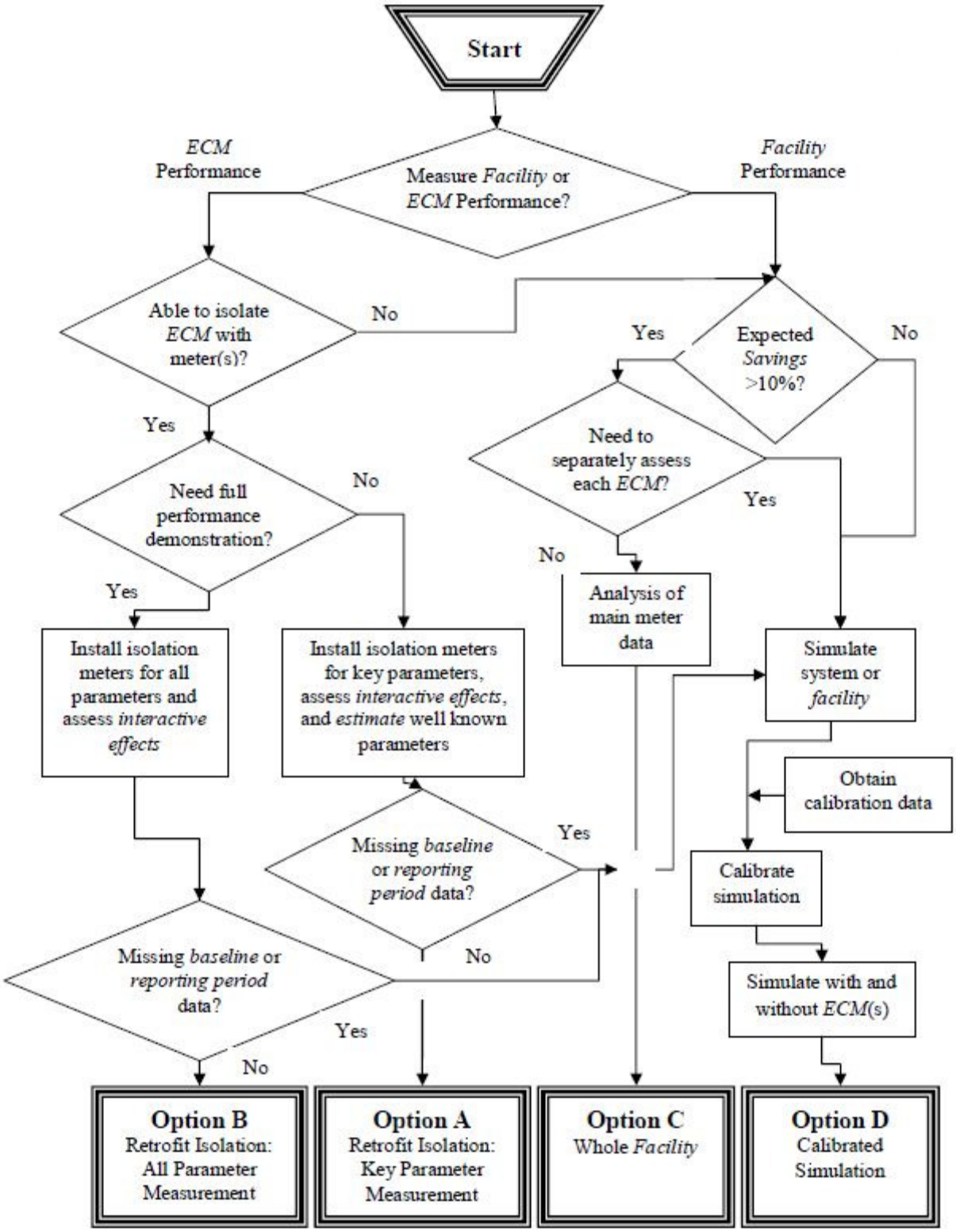
These questions help identify which (if any) of the four IPMVP options are taken into consideration. The following tables outline these options and are taken from the "IPMVP –

Concepts and Options for Determining Energy and Water Savings – Volume 1, January 2012."

IPMVP Option	How Savings Are Calculated	Typical Applications
A. Retrofit Isolation: Key Parameter Measurement *Savings* are determined by field measurement of the key performance parameter(s) which define the *energy* use of the *ECM*'s affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the *reporting period*. Parameters not selected for field measurement are *estimated*. *Estimates* can based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the *estimated* parameter is required. The plausible *savings* error arising from *estimation* rather than measurement is evaluated.	Engineering calculation of *baseline* and *reporting period energy* from: ○ short-term or continuous measurements of key operating parameter(s); and ○ *estimated* values. *Routine* and *non-routine adjustments* as required.	A lighting retrofit where power draw is the key performance parameter that is measured periodically. Estimate operating hours of the lights based on *facility* schedules and occupant behavior.
B. Retrofit Isolation: All Parameter Measurement *Savings* are determined by field measurement of the *energy* use of the *ECM*-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the *savings* and the length of the *reporting period*.	Short-term or continuous measurements of *baseline* and *reporting-period energy*, and/or engineering computations using measurements of proxies of *energy* use. Routine and non-routine adjustments as required.	Application of a variable-speed drive and controls to a motor to adjust pump flow. Measure electric power with a kW meter installed on the electrical supply to the motor, which reads the power every minute. In the *baseline period* this meter is in place for a week to verify *constant* loading. The meter is in place throughout the *reporting period* to track variations in power use.

IPMVP Option	How Savings Are Calculated	Typical Applications
C. Whole Facility *Savings* are determined by measuring energy use at the whole *facility* or sub-*facility* level. Continuous measurements of the entire *facility's energy* use are taken throughout the *reporting period*.	Analysis of whole *facility baseline* and *reporting period* (utility) meter data. *Routine adjustments* as required, using techniques such as simple comparison or regression analysis. *Non-routine adjustments* as required.	Multifaceted energy management program affecting many systems in a *facility*. Measure energy use with the gas and electric utility meters for a twelve month *baseline period* and throughout the *reporting period*.
D. Calibrated Simulation *Savings* are determined through simulation of the *energy* use of the whole *facility*, or of a sub-*facility*. Simulation routines are demonstrated to adequately model actual *energy* performance measured in the *facility*. This Option usually requires considerable skill in calibrated simulation.	Energy use simulation, calibrated with hourly or monthly utility billing data. (Energy end use metering may be used to help refine input data.)	Multifaceted energy management program affecting many systems in a facility but where no meter existed in the *baseline* period. Energy use measurements, after installation of gas and electric meters, are used to calibrate a simulation. *Baseline* energy use, determined using the calibrated simulation, is compared to a simulation of *reporting period* energy use.

The flow chart on the following page (also taken from the latest IPMVP version) outlines in more detail the evaluation process SES takes when developing a M&V plan.


Start
Measure *Facility* or *ECM* Performance?
ECM Performance
Facility Performance
Able to isolate *ECM* with meter(s)?
No
Yes
Expected *Savings* >10%?
No
Yes
Need full performance demonstration?
No
Need to separately assess each *ECM*?
Yes
No
Yes
Analysis of main meter data
Install isolation meters for all parameters and assess *interactive effects*
Install isolation meters for key parameters, assess *interactive effects*, and *estimate* well known parameters
Simulate system or *facility*
Obtain calibration data
Missing *baseline* or *reporting period* data?
Yes
No
Calibrate simulation
Missing *baseline* or *reporting period* data?
Yes
No
Simulate with and without *ECM*(s)
Option B Retrofit Isolation: All Parameter Measurement
Option A Retrofit Isolation: Key Parameter Measurement
Option C Whole *Facility*
Option D Calibrated Simulation

Establishing Baseline Energy Use

Establishing realistic baseline energy use is the key to a guaranteed energy savings project, in that it establishes the basis for all savings and creates the boundary conditions for the size of the savings opportunity. The baseline is more than the amount of energy used in the past, as reflected in a utility billing history; it is a prediction of how much energy a facility would use in the absence of the energy project during current and future operating parameters and weather conditions. The table below shows SES' methods for establishing the energy baseline.

SES Methods for Establishing Energy Baseline
Utility Meter Data Analysis: *Applied to Option C - Whole Building Metering.*
1. Establish energy use from utility bills over a two-year period prior to the project. 2. Construct a baseline energy model based on independent variables such as weather. 3. Apply normal weather data to the baseline energy model to determine the normalized annual energy baseline per applicable fuel type. 4. Adjust the baseline to compensate for operating abnormalities such as non-typical shut downs, code compliance, building alterations, or other events (such as summer school or night classes) that might affect typical year energy usage. **See Schedule E for SES' evaluation of the existing HVAC system operation and adjusted baseline.** 5. Apply predetermined fuel rates to each utility type, aggregate costs to determine baseline energy costs. Apply predetermined escalation rates each year thereafter. 6. Adjust baseline monthly or yearly as required to compensate for operational changes.

Baseline Adjustments

The calculation methodology section of each M&V plan includes procedures for updating baseline or savings calculations during the project's performance period to compensate for the variables that affect savings. The generic methodologies shown in the following table are applied on a project and conservation measure specific basis:

Variable Affecting Savings	Post-Installation	Performance Period
Energy Prices: Neither SES nor the customer has significant control over actual energy prices.	Energy prices and their escalation rates are fixed in the project's guarantee contract language.	
Operations: Beyond normal maintenance and operations, Customer's operating practices.	Savings calculations adjusted to reflect variance from the project's operational intent per the contract.	
Operating Hours: Changes in the length of operation of the facility, buildings, and systems.	Baseline and/or savings calculations adjusted to reflect variance from the project's operational intent per the contract.	
Loads: Changes in equipment and process loads not directly controlled by the building HVAC and lighting systems.	Baseline calculations adjusted to reflect changes from the project's operational intent per the contract.	
Preventive Maintenance, Repair and Replacement: In order to sustain energy savings, equipment/system performance must be maintained.	Not applicable	Savings calculations adjusted to reflect negative variance from equipment/systems performance criteria.
Major Changes to Facility: Changes such as reduction or increase in the number of students, facility closures, adding new wings, code non-compliance, or adding new loads (e.g., computers).	Baseline and/or savings calculations adjusted to reflect facility changes.	
Weather: Variations from "normalized" weather.	Not applicable	Baseline and/or savings calculations adjusted to reflect variance from normalized weather.

Weather Normalization Procedure

The normalization adjustment for weather is expressed as follows:

$$BEU_m = Base + (F1 \times HDD_m) + (F2 \times CDD_m)$$

Where,	BEU_m	=	Baseline energy use for month m
	Base	=	Constant, non-weather related energy consumption per month
	F1	=	Heating degree day factor
	HDD_m	=	Number of heating degree days in month m
	F2	=	Cooling degree day factor
	CDD_m	=	Number of cooling degree days in month m

In the above equation, Base, F1, and F2 are determined from the regression. The heating and cooling degree days are determined from current weather data. The heating and cooling degree day calculations are calculated using a base temperature that fits the building. Other non-routine adjustment factors such as change of floor-space, change in use of space etc. can be adjusted using similar mathematical relationships of dependent and independent variables.

Maintaining Savings

SES' M&V methods are designed to provide feedback loops regarding variance from the project's operational intent. Typically, SES includes technical assistance within measurement and verification fees; this enables the collaboration required between SES and facility Operations and Maintenance staff to maintain performance throughout the project's performance period.

Reports

Quarterly SES will provide energy performance updates. Annually, SES provides a report that reconciles savings per the projects M&V plan. The following information is provided in the report:

- Utility Data Analysis - As required by the project's M&V plan, analysis of utility meter(s) energy use data is provided.
- Savings and Guarantee Reconciliation - Savings calculations are updated per the project's M&V plan. Guarantee is updated to reflect refinements that have negatively impacted savings.
- Measurement and Verification Data - Performance Period measurement data.

Project Specific M&V Methodologies

Measurement and verification plans specific to individual or logical groupings of conservation measures are included in this schedule. The EEMs are indexed to IPMVP methods in the following table:

Energy Efficiency Measure	IPMVP Option A Partially Measured Retrofit Isolation	IPMVP Option B Retrofit Isolation	IPMVP Option C Whole Facility	IPMVP Option D Calibrated Simulation
EEM 1: New Variable Refrigerant Flow (VRF) System			X	
EEM 2: New Glass – Areas of Concern			X	

Project Specific M&V Plan

A logical M&V approach has been developed based on the scope of work outlined in Schedule A. A detailed outline of the M&V plan for Wilkins Primary School can be found on the following pages.

1) **Building energy efficiency measure(s) summary**
   - ✓ New Variable Refrigerant Flow (VRF) System
   - ✓ New Glass – Areas of Concern

2) **IPMVP option description and boundary conditions**
   - ✓ Option C: Whole Facility – Electricity Consumption – Tracked utility metered billing
   - ✓ Option C: Whole Facility – Natural Gas Consumption – Tracked utility metered billing

3) **Baseline:** Period, energy and conditions
   - ✓ Identification of baseline period – See Schedule E
   - ✓ Baseline energy and consumption profile – Savings will be calculated from baseline indicated in Schedule E
   - ✓ Independent variables used (i.e. ambient outside air temperature)
     - Weather data source: www.weatherdatadepot.com
     - Station : Pittsburgh, PA - Code: PA21
   - ✓ Static factors dealing with energy and water usage
     a. Occupancy
     b. Building setpoints – Refer to Schedule I
     c. Existing envelope conditions and square footage

d. HVAC and Plumbing equipment inventory – combination of existing and new MEP drawings available
e. Existing operating conditions – faulty dampers, dirty coils, etc.

4) **Analysis period:** Upon substantial completion of the project, a performance period commencement letter will be issued to the customer. A measurement and verification kick-off meeting will occur. Bills will then be collected monthly. Energy reduction values are indicated and reconciled if necessary on an annual basis.

5) **Basis for adjustment**
- ✓ Routine baseline adjustments
  a. Linear regression models will be used to adjust the baseline to reflect actual weather conditions. An equation, y = m*x +b, is derived for both fuel oil and specified electric consumption and demand.
- ✓ Non-routine baseline adjustments
  a. Procedure to calculate any changes in items 3a-3f as indicated above. Either agreed engineering calculations or appropriate building energy simulations.

6) **Analysis Procedure**
- ✓ Using the base equation as defined in the IPMVP,

Savings = (Baseline Energy – Reporting Period Energy) ± Routine Baseline Adjustments ± Non- Routine Baseline Adjustments

7) **Energy Prices:** Refer to Schedule C for utility rates being applied to the savings calculation shown above.

8) **Meter Specification:** Refer to Schedule C for a list of utility accounts and meters being analyzed.

9) **Monitoring Responsibilities:** SES and the customer will outline roles and responsibilities associated with bill procurement, M&V reporting and project performance assurance at initial M&V kick-off meeting.

10) **Expected Accuracy:** Billing accuracy based on utility information provided. Balance point used for analysis will be 65 degrees Fahrenheit.

11) **Budget:** The first year cost is included in contract. Refer to Schedule C for annual fees.

12) **Report Format:** Quarterly reports and an annual report. Report outlines are geared to the needs of the Customer. Calculations will be made transparent and any data used will be available at the client's request.

13) **Quality Assurance:** SES Performance Assurance staff will perform the necessary client meetings and outline specific documentation requirements to ensure a successful energy efficiency project.

Schedule G: Construction and Installation Schedule

Introduction

This schedule provides milestone dates for construction and installation of the scope of work included in Schedule A of this contract. The project will be started in the first quarter of the 2022 calendar year which will allow for very little schedule float. Discussion for the need of off-hours construction will need to occur between the district, SES and subcontractors.

Purpose

The purpose of this schedule is to maintain a controlled work site with the highest possible quality of construction services. The schedule is structured to allow the project to begin on November 17, 2021 **or as soon as Customer and SES execute the Guaranteed Energy Savings Agreement and appropriate notices are received by SES.** Based upon this schedule, subcontractor award and equipment submittals and approvals are projected to be completed and equipment available for installation starting on February 7, 2022. It is anticipated that all work will be substantially completed by April 15, 2022 before the cooling season begins.

Construction Sequence

The construction sequence was developed to allow work activities to commence as soon as the materials with the shortest lead times become available.

Work activities have been scheduled to occur at times that minimize impacts to occupied facilities. Furthermore, construction of the project has been sequenced such that various trade activities are properly staged to limit the effects of trade stacking on any particular work trade. This will allow the most qualified tradesmen to perform their work with a focus on high quality workmanship while minimizing impact to both the facility and its occupants. Our on-site Construction Manager will work closely with the designated representative from the Customer on a daily basis to ensure that all work activities commence and continue with the least possible intrusion into the daily activities of the functioning facility. SES will examine and address these concerns thoroughly while creating the detailed construction installation schedules and will maintain reasonable flexibility in those schedules to allow the Customer to dictate reasonable changes needed as a result of events or unforeseen commitments of spaces.

Following project completion, SES will deliver as-built documentation, and operations and maintenance (O&M) documents to the Customer and schedule and facilitate training sessions for facilities personnel. SES will coordinate and schedule final inspections and acceptance by the Customer as each major component of the project is completed.

Schedule H: Start Up and Commissioning

Introduction

The purpose of this document is to communicate the process and scope for commissioning services associated with the project. Confidence in building performance is created by executing the commissioning plan contained herein.

The commissioning (Cx) process executes the testing necessary to verify the project design, contractor and vendor performance, and the baseline performance of the installed systems. This documentation verifies the use of proper construction processes and documents resultant system and building performance. These data provide a comparative basis for analysis of the building performance over time. The commissioning process is summarized as follows:

- Define desired performance criteria.
- Prove design compliance with performance criteria.
- Collect actual performance data.
- Distill results into useful information.
- Strategize optimal performance.
- Take action to achieve predictable results.
- Train the user.

Strategy

Commissioning is applied at various phases of construction from design to completion and operation. The scope is defined by identifying the systems to be commissioned, system functional testing, and integrated systems acceptance testing for each scope item.

Systems to be Commissioned

The following table summarizes the types of systems and specific equipment to be commissioned at part of this project.

TABLE: Summary of Systems to be Commissioned

System Type	Equipment
EEM 1: New Variable Refrigerant Flow (VRF) System	
HVAC equipment	VRF system components and controls. Note this system will act as a standalone cooling system.

Roles and Responsibilities

Project team member roles and responsibilities for each process of the service are summarized in the table below. All phases of the process may not be applicable to each component of the project:

TABLE: Roles and Responsibilities during Commissioning Process

Cx Phase/Process	Roles, Responsibilities, & Work Products
Pre-Design	
Develop Cx Plan	*Commissioning Authority (CxA)* develops a Commissioning Plan.
Document Performance Criteria	*CxA* issues written guidelines for format and content of performance criteria. *Design Team* develops performance criteria. *CxA* reviews performance criteria and quantifies non-performance issues. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Design	
Engineering Analysis	During contract documents phase of design, *CxA* quantifies non-performance issues through preliminary and final reviews of design documents. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Specify Performance Testing Requirements	*CxA* develops System Pre-Functional & Functional Performance test plan, Integrated Systems Acceptance Test Plan, and supporting technical specifications. *Design Team* approves plans and technical specifications.
Construction	
Manage Performance Testing	*CxA* creates and manages critical path performance testing schedule. *Customer, Project Team* resolves non-performance issues quantified in the Project Issues List during performance testing.
Review Contractor Submittal Documentation	*Design Team* and *CxA* quantify non-performance issues through review of *Construction Team's* submittal documentation. *Project Team* resolves non-performance issues quantified in the Project Issues List.
Develop Performance Testing Documentation	*CxA* develops Pre-Functional and Functional Performance Testing Manual(s) and Integrated System Acceptance Testing Manuals. *Design Team* approves manuals.
Pre-Functional & Functional Performance Testing	*CxA* quantifies non-performance issues by executing Pre-Functional and Functional Performance Testing.
Closeout	
Acceptance Performance Testing	*CxA* quantifies non-performance issues through execution of Integrated Systems Acceptance Performance Testing.
Review Contractor Closeout	*Design Team* and *CxA* quantify non-performance issues through review of *Construction Team's* closeout documentation. *Project*

Cx Phase/Process	Roles, Responsibilities, & Work Products
Documentation	*Team* resolves non-performance issues quantified in the Project Issues List.
Communicate Performance Testing Final Results	*Design Team* updates performance criteria. *CxA* develops Commissioning Report for approval by *Design Team*. Commissioning Report submitted to *Customer Team* by *CxA*.

Functional Performance Testing

Each system commissioned is subjected to a phased functional performance testing process that quantifies its performance relative to design intent. The following table summarizes each phase of Functional Performance Testing (FPT):

TABLE: Functional Performance Testing Phases

FPT Phase	Description
Pre-Functional Testing	Verify that equipment and components associated with a specific system have been provided per contract documents and function independent of each other per design intent.
System Functional Testing	Verify that the equipment and components associated with a specific system function together per design intent.
Testing, Adjusting, Balancing, & Optimization	Measure, adjust, and document terminal equipment flow rates to attain design intent flows. Document performance and capacity of terminal and central equipment. Optimize system set points to minimize resource demand and consumption.
Training	Communicate system programming, design intent, and sequence of operations to Operations and Maintenance staff responsible for system performance. As required, augment communication with equipment or component factory training.

Functional Performance Testing is further explained in the following table.

TABLE: Summary of Functional Performance Tests

Description	Methods/Criteria
Pre-Functional Testing	
Equipment Verification	Visually inspect all equipment and components comprising the system. Verify consistency between specified, submitted, and installed equipment.
Installation Verification	Visually inspect all equipment and components comprising the system and verify installation per contract documents, maintainability, and operational availability.
Operation Verification	Test all equipment and components comprising the system to verify that their independent performance complies with design intent. Examples are duct leakage testing, pipe leakage testing, piping flushing, system controls startup, vendor equipment startup, etc.

Description	Methods/Criteria
System Functional Testing	
Fail Safe Functions	Test performance of each control function dedicated to "fail safe" system operation.
Equipment Protection, Interlocks, and Life Safety Interface Functions	Test performance of each control function dedicated to protecting system equipment, interfacing with life safety system(s), and interlocking operation of system equipment and components.
Hardware	Test performance of each system's controls device (e.g., Equipment Enable/Disable, Start/Stop, and Step, Equipment Modulation, Modulating Components, Step Components, Analog Sensors, Digital Sensors, etc.).
Schedule/Mode Switch Control Functions	Test performance of each control function dedicated to time scheduling, staging of the system mode, or staging of equipment and components. Examples of these control functions are optimal start/stop, occupied/unoccupied operation, automatic equipment alternation, etc.
Basic Control Functions	Test performance of each control function required for system operation. Examples of these control functions are: AHU discharge temperature control, AHU discharge static pressure control, hydronic system differential pressure control, etc.
Advanced Control Functions	Test performance of each control function included to optimize a system, but not required for system operation. Examples of these control functions are AHU discharge temperature reset, hydronic system temperature reset, etc.
Failures & Alarms Control Functions	Test performance of each control function dedicated to system failure and alarming.
Set points and/or Configuration	Verify system controls set points and/or configuration parameters (i.e. Verify set points and configuration parameters for fan-powered terminal unit).
Graphical User Interface	Test performance of system graphical user interface.
Testing, Adjusting, Balancing, & Optimization	
Measurement devices	Calibrate measurement devices (i.e., terminal unit primary airflow measurement stations, hydronic flow measurement stations, etc.)
Proportional	Proportion airflow or hydronic flow to the identified system's terminal devices (e.g., grilles, registers, diffusers, coils, etc.) per

Description	Methods/Criteria
Balance	contract documents.
Distribution Equipment Performance	Measure performance of distribution equipment (e.g., fans, pumps, etc.).
Production Equipment Performance	Measure performance of production equipment (e.g., boilers, chillers, cooling towers, etc.).
Heat Transfer Equipment Performance	Measure performance of heat transfer equipment (e.g., heat exchangers, coils, etc.).
Optimum set point(s)	Optimize set points (e.g., AHU discharge static pressure set point, hydronic system differential pressure, etc.) to minimize resource consumption and/or demand.
Training	
Design Intent	Summarize how the system is designed and operated to comply with the facility's Operational Intent.
Sequence of Operations	Summarize how the system is automated to comply with the facility's Operational Intent.
Equipment or Component Training	Provide specified vendor training for key equipment and components.

Industry Standards and Guidelines Utilized

Commissioning services are provided utilizing the following industry standards and guidelines:

- **ASHRAE Guideline 0-2013 – The Commissioning Process**
- **ASHRAE Standard 202-2013 – Commissioning Process for Buildings and Systems**
- **U.S. Green Building Council**
  - Leadership in Energy & Environmental Design (LEED) GreenBuilding Rating System
- **Building Commissioning Association**
  - Building Commissioning Attributes

- **California Commissioning Collaborative**
  - California Commissioning Guide: Existing Buildings

- **Portland Energy Conservation, Inc. (PECI)**
  - Model Commissioning Plan and Guide Specifications - 2005

Schedule J: Maintenance Responsibilities

SES will provide maintenance schedules, checklists and training necessary for the Customer to properly execute all maintenance activities for equipment installed under this Agreement.

Maintenance Responsibilities

SES will provide training for systems and equipment installed as part of the Guaranteed Energy Savings Agreement. SES will either conduct or arrange for this equipment training utilizing SES personnel, equipment vendors and subcontractors to provide the proper level of training for the type of training requested. The Customer will be asked to provide a list of those individuals that should receive training and to assist SES in notifying these individuals. The Customer will provide, as needed, any required meeting space.

Each training opportunity will be tailored to the needs of the Customer needs and can be geared toward maintenance training or building user training. The goal is to avoid maintenance or end user frustration in dealing with systems that are foreign to the present facilities infrastructure.

Maintenance, repair, and timely replacement of mechanical systems are integral to achieving equipment performance and obtaining long-term energy savings. The element and responsibilities for equipment maintenance are summarized as follows:

- ***Preventive Maintenance:*** Provide standard equipment and component maintenance to prevent degradation of fundamental building systems performance. Examples include inspection, lubrication, testing, and adjustment. All preventative maintenance will be performed by the Customer. SES will provide the Customer with a preventative maintenance best practices plan summarizing the type and frequency of maintenance activities recommended by the manufacturer.
- ***Planned Replacement:*** Replacement or major rebuild of equipment and components will be required near the end of the economic useful life of the equipment, which will vary for each system. All planned replacement will be performed by the Customer.
- ***Corrective Maintenance:*** Repairs and/or adjustment of equipment and components to correct non-performance discovered during the execution of preventive and/or responsive maintenance. SES will provide corrective maintenance that is a direct result of a warranty issue for equipment installed under this agreement during the warranty period. All corrective maintenance on equipment failure that is not caused by a warranty issue, existing equipment, and maintenance required following the warranty period will be performed by the Customer.
- ***Responsive Maintenance:*** On call response to non-performance of systems, equipment, and components. Typically, response is provided within a time frame that is dependent upon the severity of the issue. Priority response levels are determined by the critical nature of systems, equipment, and components. SES will be responsible for providing responsive maintenance that is a direct result of a warranty issue for equipment installed under this GESA during the warranty period. All responsive maintenance on

equipment failures that were not caused by a warranty issue, existing equipment, and maintenance required following the warranty period will be performed by the Customer.

Warranty Summary

All equipment installed as part of this Guaranteed Energy Savings Project will be covered by a one-year warranty from the date of EEM completion, equipment startup and beneficial use by the Customer. Where new equipment is added to existing equipment or systems, only the new equipment will carry this one-year warranty. An equipment list will be prepared as part of the Operation and Maintenance (O&M) Manual for each EEM at project closeout which will detail all warranty dates including any manufacturers' warranties which exceed this one-year period. This document will also include any specific service details which might be required to keep these warranties in force. The fields will be completed at close-out to provide a quick reference for the overall warranty information for the project. Additionally, SES will provide manufacturer's warranty certificates for equipment which is warranted beyond the one-year construction warranty period. Final versions of these documents will be provided at project closeout both as part of the individual O&M manuals and as an insert to this document for a centralized record of warranty information.

Exhibit 3

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Wednesday, August 28, 2019 3:41 PM EDT
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
CC: Gigliotti, Michael <giglmi@whsd.net>
Subject: Fw: Significant past due invoices

Mr Albright,

Do these aging reports include removing the amounts due on invoices for buses that did not run? Billing for days charged when the school was not is session? Being billed for buses that are combined with another school district but still billed as if they were only our district students on the buses? Double bills for athletic trips? Trips billed to WHSD that were actually other school district's trips? These things are all noted on the statements but seem to be disregarded.

Has First ever attempted--as I indicated in my review of the service--to equip the garages with the capacity to actually do the service at it was contracted to be done? Equipment that actually works and not having buses break down left and right even at the beginning of the school year? One can understand the winter for hard starting etc but the beginning of the school year? Every bus should be running. Appropriate right sized equipment for the runs to be able to transport the students assigned to the runs and not summarily just not pick students that weren't on the run last year? Each year there are new students at schools---kindergartners--they wouldn't have gone to the school last year yet they were just crossed off the list this year and not transported to school. Who does that? The radios in many of the buses do not work. We can hear the garage trying to get in contact with drivers and they cannot. This makes it impossible to find students that are missing and causes all sort of grief and problems. If there is a breakdown or a miss the base cannot get in touch with their drivers to get something covered...forcing them to call them on their cell phones---not a good practice. On boarding of drivers should be made to be a more streamlined process so that we can have our runs covered the way they should be an not creatively covered with significant time differences. By letter of the contract we could be reducing the payment for the buses that do not have the appropriate equipment on board servicing the routes---------but, for the most part, we do pay for these buses. I do have the summer invoices on my desk to make payment and that will be done.

It was detrimental when First moved out of the district. The service was much better when it was located in Rankin and we have tried for years to get First to locate back into the district or at least closer to the district. We pay significant amounts of money for fuel----for deadheading all the way to|from the PLUM garage somewhere in the neighborhood of 16 to 20 miles everyday.---there would be no deadheading if the garage was still in the district. The cost to the district for this excessive distance is probably equal to the funds you are indicating that we owe. First isn't concerned with the dead heading and fuel costs but state transportation audits indicate that there are too much miles without for transportation for our district. We had talked frequently about what it would take to get First to locate ----even at our buildings----so that they could take advantage of Daycare facilities located in the district for potential drivers with daycare needs to be able to drive.

Sometime it would be nice to meet you or your designee. No one has visited our district for over a year after Phil Eades moved on to his new position. First and Woodland Hills has had a long relationship and I have always---always---stood up for First Student and all the negative criticism that has been pointed towards First. My office has worked tirelessly to help out when assistance was needed to cover routes and make allowances at schools for early or late arrivals due to call offs and equipment breakdowns.

The people at your garages work very hard to make their runs work but they are cut off at the knees by not having the means to do it.

Siobhan **Nicklow**
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5
www.whsd.net
bus@whsd.net

Register for your student's bus information at **https://pawoodlandhillssd.traversaride360.com/**

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From: Gigliotti, Michael <giglmi@whsd.net>
Sent: Wednesday, August 28, 2019 2:41 PM
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: FW: Significant past due invoices

Michael A. Gigliotti
Business Manager/Board Secretary

Woodland Hills School District
531 Jones Avenue
Braddock PA 15104-2418
P 412-731-1300 x 0133
C 412-475-4416
F 412-273-3603
giglmi@whsd.net

From: James Harris
Sent: Wednesday, August 28, 2019 2:41 PM
To: Gigliotti, Michael <giglmi@whsd.net>
Subject: Fw: Significant past due invoices

James P. Harris
Superintendent
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
412-731-1300, ext: 0183

From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Wednesday, August 28, 2019 11:05 AM
To: James Harris <harrja@whsd.net>
Subject: Significant past due invoices

Good morning Mr. Harris,
By introduction, my name is Shawn Albright, Area General Manager for our two First Student locations servicing Woodland Hills.

I believe you have been speaking with Debbie Ley, our Senior Location Manager, supporting WH about some past due payments due for services rendered. I greatly appreciate the assistance you have provided thus far, however we still over $150k in past due bills dating back months.

I know our team has sent numerous emails and calls to Siobhan Nicklow inquiring about payment, but we have not been able to get this resolved.

May I ask for your assistance in cleaning up these long overdue invoices? Please let me know if there are other circumstances why these haven't been paid or need additional copies. I believe Siobhan has them, but I can reissue if needed. Thank you.

Sent from my iPhone
Shawn Albright
Area General Manager
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Exhibit 4

From: Jamie Glasser <glasja@whsd.net>
Sent: Sunday, November 10, 2019 8:35 AM EST
To: Nicklow, Siobhan <nicksi@whsd.net>
CC: James Harris <harrja@whsd.net>; Mike Belmonte <mmbelmonte4@gmail.com>
Subject: Re: Missing bus 606

Thanks. Let's talk about this when we have a second.

Jamie Glasser
Woodland Hills School Board

From: "Nicklow, Siobhan" <nicksi@whsd.net>
Date: Monday, November 4, 2019 at 9:07 AM
To: Jamie Glasser <glasja@whsd.net>
Cc: James Harris <harrja@whsd.net>, Mike Belmonte <mmbelmonte4@gmail.com>
Subject: Re: Missing bus 606

The app can eventually go live with .gps once all the kinks of different garages utilizing different gps programs. Making all of those work in concert is not as easy as one is made to believe. The other issue with associated with this is that it also requires too many human factors i.e. when a bus is substituted due to driver call off or being delayed for what ever reason some where-- a person has to go into that bus run and change the equipment ID for that bus for that run. If the run is being subbed out in the same garage that would be the same person---otherwise it involves personnel from different garages. It must also be done for each tier of the run---as you know we mostly have three in the AM and three in the PM. There are many other iterations of the gps technology --while an important tool--can cause just as many problems having the access available as not having the access available. A conversation would be easier.

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5
www.whsd.net
bus@whsd.net

Register for your student's bus information at **https://pawoodlandhillssd.traversaride360.com/**

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From: Jamie Glasser <glasja@whsd.net>
Sent: Sunday, November 3, 2019 8:28 AM
To: Nicklow, Siobhan <nicksi@whsd.net>
Cc: James Harris <harrja@whsd.net>; Mike Belmonte <mmbelmonte4@gmail.com>
Subject: Re: Missing bus 606

Thanks. I'd like to have a conversation about whether a policy makes sense. What role does the app play in all of this?

Jamie Glasser
Woodland Hills School Board

From: "Nicklow, Siobhan" <nicksi@whsd.net>
Date: Monday, October 28, 2019 at 11:12 AM
To: Jamie Glasser <glasja@whsd.net>, "cseligsohn@gmail.com" <cseligsohn@gmail.com>
Cc: James Harris <harrja@whsd.net>, Mike Belmonte <mmbelmonte4@gmail.com>
Subject: Re: Missing bus 606

If the district is made aware of a bus delay--or a school is made aware of a bus delay--a robo call can be sent out by transportation or by the school. Not all delays are known ahead of time nor reported at the time of a delay e.g if a bus is held up due to traffic, construction, or prolonged time at a stop due to no parent at a stop to meet a kindergarten student or conversation with parents etc.

If the board wishes to have a policy regarding exactly when a robo call should be sent out then this would need to be addressed as well as how that that policy can be implemented taking into consideration all the factors---personnel, time, and other variables. If the board wishes to have more technology in place on board buses this can be addressed during the next contract request for proposal. Our present bus contracts will expire at the end of 2020-2021 school year. We can put into the requirements for the buses to include additional technology. I am sure that this would be reflected in the daily rate. Just FYI this year's rate for a large bus is $283.49 per day, next year is $290.58. The next contract would, most likely be, a minimum 2.5% increase like the present contract making the large bus be $297.84 per day. Additional technology requirements will add to that daily rate.

Our past practice has been if a bus is more than ten minutes delayed to call the bus garage that dispatches your student's bus (or to call transportation if you do not recall the run number of garage number).

There can be discussion and decision regarding policy, time frame, and implementation.

Thanks,

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5
www.whsd.net
bus@whsd.net

Register for your student's bus information at **https://pawoodlandhillssd.traversaride360.com/**

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From: Jamie Glasser <glasja@whsd.net>
Sent: Sunday, October 27, 2019 8:19 AM
To: cseligsohn@gmail.com <cseligsohn@gmail.com>; Nicklow, Siobhan <nicksi@whsd.net>
Cc: James Harris <harrja@whsd.net>; Mike Belmonte <mmbelmonte4@gmail.com>
Subject: Re: Missing bus 606

Hi Siobhan,
Question for you since committee meetings were a bit hectic for me on Wednesday (apologies if this has already been addressed): What is the process by which we notify parents and families if a bus is delayed? Similarly, if there is a situation in which a bus is early, are parents notified?
Thanks,
Jamie

Jamie Glasser
Woodland Hills School Board

From: "cseligsohn@gmail.com" <cseligsohn@gmail.com>
Date: Wednesday, October 23, 2019 at 11:56 AM
To: Jamie Glasser <glasja@whsd.net>
Subject: Re: Missing bus 606

Okay, thanks.

Mrs. Chardae Seligsohn
412-414-1704

Be the change you wish to see in the world.
Sent from my IPhone

> On Oct 23, 2019, at 10:21 AM, Jamie Glasser <glasja@whsd.net> wrote:
>
> Thanks for sending this. Let's talk to night about the notification procedure.
>
> Jamie Glasser
> Woodland Hills School Board
>
> ---
>
> **From:** "cseligsohn@gmail.com" <cseligsohn@gmail.com>
> **Date:** Wednesday, October 23, 2019 at 9:09 AM
> **To:** Jamie Glasser <glasja@whsd.net>, Michael Belmonte <belmmi@whsd.net>, Terri Lawson <lawste@whsd.net>, Paige Strasbaugh <strapa@whsd.net>, Ronna Currie <currro@whsd.net>, Jeff Hildebrand <hildje@whsd.net>, Jeff Hanchett <hancje@whsd.net>, David Graves <gravda@whsdnet.onmicrosoft.com>
> **Subject:** Fwd: Missing bus 606
>
> Begin forwarded message:

From: cseligsohn@gmail.com
Date: October 18, 2019 at 4:41:10 PM EDT
To: "Nicklow, Siobhan" <nicksi@whsd.net>
Cc: James Harris <harrja@whsd.net>, Juliette Pennyman <pennju@whsd.net>, "Burnheimer, Chad" <burnch@whsd.net>, Charmayne Gather <gathch@whsd.net>, Terrence Smith <smitte@whsd.net>
Subject: Re: Missing bus 606

I see. Thank you. Might be a good idea to send a message to the other parents too.

Have a good weekend.

Mrs. Chardae Seligsohn
412-414-1704

Be the change you wish to see in the world.
Sent from my IPhone

> On Oct 18, 2019, at 4:32 PM, Nicklow, Siobhan <nicksi@whsd.net> wrote:
>
> Hello,
>
> We had not been advised of the delay. I also did not hear about a closure on the scanner. I reached out to the AJ MYERs garage that dispatches this vehicle and they inquired with the driver the reason for the delay. There was some sort of medical emergency where the police had Queenston blocked for twenty minutes. I am sure that it was upsetting for them to see an emergency situation like that.
>
> We were made aware that there was no dispatcher at First Student Frankstown this afternoon due to driver call offs and athletic run coverage.
>
> The Myers garage number is 412-646-2320.
>
> **Siobhan Nicklow**
> Transportation and Food Services Director
> Woodland Hills School District
> 531 Jones Ave
> North Braddock PA 15104
>
> 412-731-1300 ext 5
> www.whsd.net
> bus@whsd.net
>
> Register for your student's bus information
> at **https://pawoodlandhillssd.traversaride360.com/**
>
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>
> **From:** cseligsohn@gmail.com <cseligsohn@gmail.com>
> **Sent:** Friday, October 18, 2019 4:02 PM
> **To:** Nicklow, Siobhan <nicksi@whsd.net>
> **Cc:** James Harris <harrja@whsd.net>; Juliette Pennyman <pennju@whsd.net>; Burnheimer, Chad <burnch@whsd.net>; Charmayne Gather <gathch@whsd.net>; Terrence Smith <smitte@whsd.net>
> **Subject:** Fwd: Missing bus 606
>
> Hi again. So apparently there was an emergency with a baby in the middle of the road? Can you please follow up to see what happened with bus 606. My daughter just arrived. The kids on her stop seemed to be upset.
>
> Mrs. Chardae Seligsohn
> 412-414-1704
>
> Be the change you wish to see in the world.
> Sent from my IPhone
>
> Begin forwarded message:

From: cseligsohn@gmail.com
Date: October 18, 2019 at 3:58:17 PM EDT
To: Siobhan Nicklow <nicksi@whsd.net>
Subject: Missing bus 606

Hi, I've been waiting 20 minutes for my daughter's bus to arrive and no one at first and it is picking up. There was no call home either. I'm looking for a bus 606.

Mrs. Chardae Seligsohn
412-414-1704

Be the change you wish to see in the world.
Sent from my IPhone

Exhibit 5

From: Vogel, John <jvogel@tuckerlaw.com>
Sent: Wednesday, June 17, 2020 12:16 PM EDT
To: Gigliotti, Michael <giglmi@whsd.net>
Subject: RE: contract

Legally, transportation contracts do not need to be bid. You can extended if you wish.

Disclaimers and Notice: This firm is a Debt Collector under the Fair Debt Collections Practices Act. If you are a debtor, this can be considered a communication from a debt collector and any information may be used to collect that debt.

John T. Vogel, Esq.

TUCKER ARENSBERG Attorneys

1500 One PPG Place | Pittsburgh, PA 15222
Phone: 412.594.5622 | Fax: 412.594.5619
vCard | Bio | Website

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From: Gigliotti, Michael <giglmi@whsd.net>
Sent: Wednesday, June 17, 2020 7:54 AM
To: Vogel, John <jvogel@tuckerlaw.com>
Subject: Fw: contract

External Email: Use Caution When Opening Attachments or Links.

Hi John,

Is there any way to extend the current First Student contract or must it be bid? Thanks

Michael A. Gigliotti
Business Manager/Board Secretary
Woodland Hills School District
531 Jones Avenue
Braddock PA 15104-2418
P 412-731-1300 x 0133
C 412-475-4416
F 412-273-3603
giglmi@whsd.net

From: Ley, Debbie <Debbie.Ley@firstgroup.com>
Sent: Tuesday, June 16, 2020 9:46 AM
To: Gigliotti, Michael <giglmi@whsd.net>
Subject: contract

Hi Mike, hope all is well. I was wondering if there is any talk on the contract renewal? We would love to sit down and give you a proposal for the whole contract. I am not sure if the other contract runs out when ours does or not. Let me know your thoughts. Talk to you soon and stay healthy!

Debra A. Ley
Senior Location Manager
First Student, Inc.

Office 814-472-8290 / New Germany Road Ebensburg, Pa 15931
Mobile 814-322-2916/ Debbie.ley@firstgroup.com
www.Firststudentinc.com

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Exhibit 6

From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Wednesday, July 08, 2020 3:19 PM EDT
To: Nicklow, Siobhan <nicksi@whsd.net>; Ley, Debbie <Debbie.Ley@firstgroup.com>; Gigliotti, Michael <giglmi@whsd.net>; Bacco, Mike <Mike.Bacco@firstgroup.com>
Subject: RE: ZOOM

Thanks Siobhan,
I'm familiar with Ranlad and will follow-up up with him.
We are all very excited about the prospect of extending our partnership going forward. We will be looking at possibilities to make an effective proposal to meet your needs. Thanks again.

Shawn Albright
Region Vice President-PA, MD
First Student
3740 Route 136 Greensburg, PA, 15601
Office: 724.523.8600 / Mobile: 412/956.0015
Shawn.albright@firstgroup.com

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Wednesday, July 8, 2020 3:16 PM
To: Ley, Debbie <Debbie.Ley@firstgroup.com>; Albright, Shawn <Shawn.Albright@firstgroup.com>; Gigliotti, Michael <giglmi@whsd.net>; Bacco, Mike <Mike.Bacco@firstgroup.com>
Subject: Re: ZOOM

CAUTION: This email is from an external source. hicksi@whsd.net' Please beware of links and attachments.

Hello,

The first student solutions person I mentioned was ranald.riach@firstgroup.com He was good to work with.

The data that he was working with was from May of 2019. It would be reasonably close to what we have now. Any report that I can run out of our transportation system now would not be completely accurate now since we just did the school year rollover in both our student information system and the transportation system.

Let me know if you are able to utilize his data for work done for the Proposed Transportation Share Program in Allegheny County sponsored by the Allies for Children group. Mike B participated in some of these meetings. (This is still a working project.)

The prospect of a mutually beneficial long term agreement is attractive. With so many things being uncertain today, the continuity of a long term relationship would bring some sense of normalcy and the ability to provide some stability.

Thanks,

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5
www.whsd.net
bus@whsd.net

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From: Ley, Debbie <Debbie.Ley@firstgroup.com>
Sent: Wednesday, July 8, 2020 9:01 AM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>; Gigliotti, Michael <giglmi@whsd.net>; Bacco, Mike <Mike.Bacco@firstgroup.com>; Nicklow, Siobhan <nicksi@whsd.net>
Subject: ZOOM

Mike has asked to move the zoom to 10:15 am which you should have received the invite and the cancelation of the 10:00 am.

Debra A. Ley

Senior Location Manager
First Student, Inc.

Office 814-472-8290 / New Germany Road Ebensburg, Pa 15931
Mobile 814-322-2916/ Debbie.ley@firstgroup.com
www.Firststudentinc.com

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Exhibit 7

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Monday, March 16, 2020 12:11 PM EDT
To: James Harris <harrja@whsd.net>; Gigliotti, Michael <giglmi@whsd.net>
Subject: Re: Request from First Student

This does not tell us the rate that are are requesting us to pay----

continue to pay for all regularly scheduled services during this closure, minus variable costs, such as fuel and some maintenance, as well as our profit. This is required to permit our company to pay our employees for the time they are not able to work, while also covering the other expenses we continue to incur.

They are indicating a daily rate minus their profit and maintenance. We already pay for fuel ourselves.

They should also be providing a policy on how they are going to clean their vehicles. Are they going to have any schedule of sanitizing for the benefit of their employees as well as the students? The district is paying for their initial sanitation last week. Are we going to be expected to do this daily?

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5
www.whsd.net
bus@whsd.net

Register for your student's bus information at **https://pawoodlandhillssd.traversaride360.com/**

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From: James Harris <harrja@whsd.net>
Sent: Monday, March 16, 2020 12:00 PM
To: Nicklow, Siobhan <nicksi@whsd.net>; Gigliotti, Michael <giglmi@whsd.net>
Subject: Re: Request from First Student

Have all of the outstanding charge disputes been settled?

James P. Harris
Superintendent
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
Office: 412-731-1300, ext: 0198
Cell: 412-445-5603

From: Bacco, Mike <Mike.Bacco@firstgroup.com>
Sent: Monday, March 16, 2020 11:56 AM
To: Nicklow, Siobhan <nicksi@whsd.net>; Gigliotti, Michael <giglmi@whsd.net>; James Harris <harrja@whsd.net>
Subject: Request from First Student

Hello everyone. A letter from my Region Vice President for your consideration.

Mike Bacco
Location Manager
101 Old Frankstown Rd, Pittsburgh PA 15239
Office: 412-793-9600
Fax: 412-795-9780
mike.bacco@firstgroup.com
www.firststudent.com

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Exhibit 8

From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Tuesday, May 11, 2021 1:36 PM EDT
To: Nicklow, Siobhan <nicksi@whsd.net>; Ley, Debbie <Debbie.Ley@firstgroup.com>
Subject: RE: pdf of exec summary and Exhibit A
Attachment(s): "WH Pricing.xlsx"

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Here is the rate structure Siobhan.
There are two tabs based on our current work, the original five year proposal (9.5%) and the seven year (8.27%) we spoke of today. Both include FirstView at no cost. I'm going to prematurely have Deb start some ground work on the FV if that's ok.

I averaged the extracurricular charter to come up with a straight hourly rate,. I have added it to the chart.

Let me know if you have any questions. Thanks again!

Shawn Albright
Region Vice President-PA, MD
First Student
3740 Route 136 Greensburg, PA, 15601
Office: 724.523.8600 / Mobile: 412/956.0015
Shawn.albright@firstgroup.com

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Monday, May 10, 2021 4:39 PM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>; Ley, Debbie <Debbie.Ley@firstgroup.com>
Subject: pdf of exec summary and Exhibit A

CAUTION: This email is from an external source. hicksi@whsd.net' Please beware of links and attachments.

Hello,

Can you send a pdf of the exec summary and the vehicle rates so I can attach them to my board tab? There is a hole punch on the rate sheet that is obscuring part of the printout.

We also need to determine the rates for the field and athletic trips. I would like to see a single base rate for the four hours with additional hourly rate instead of the couple of pages of set locations. The list of destinations is basically obsolete since the WPIAL has changed so many of the schools we play. Popular field trip destinations are not on here e.g. Round Hills Farm. I've attached the example. Is there a Pittsburgh metropolitan base rate?

Also need to get an actual invoice for the Sept through Dec fixed cost. I'd like to submit all of these ----this week for payment to get us to a more realistic picture of where we are in transportation spent this year. All the athletic and monthly bills I have for 20.21 SY are submitted for payment.

With the EV buses I know we talked about a longer commitment when that all comes together. In the meantime, would there be a significant difference for a seven-year commitment? For the upfront and the annual increases? We talked about the initial increase being 7.5%.

Let me know.

Thanks,

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5
www.whsd.net
bus@whsd.net

https://www.whsd.net/Administration2/transportation-and-food-service

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	A	B	C	D	E	F	G
1	EXHIBIT A						
2							
3	VEHICLE RATES FOR JULY 1, 2021 THROUGH JUNE 30, 2026						
4							
5		2016 / 2017	2021 / 2022	2022 / 2023	2023 / 2024	2024 / 2025	2025 / 2026
6							
7	72+ Passenger Bus	$ 290.58	$318.19	$329.32	$340.85	$352.78	$365.12
8	16-40 Passenger Bus	$ 253.33	$277.40	$287.11	$297.15	$307.55	$318.32
9	7-9 Passenger Van	$ 200.09	$219.10	$226.77	$234.70	$242.92	$251.42
10	Mid-Day Rate	$ 84.45	$92.47	$95.71	$99.06	$102.53	$106.11
11	Bus Monitor	$ 84.45	$92.47	$95.71	$99.06	$102.53	$106.11
12	After School Activity	$ 69.42	$76.01	$78.68	$81.43	$84.28	$87.23
13	Evening Activity (Take Students Home)	$ 110.39	$120.88	$125.11	$129.49	$134.02	$138.71
14	Monitor Rate for "High Profile" Runs	$ 93.82	$102.73	$106.33	$110.05	$113.90	$117.89
15	Field Trips		$64.00/hr	$66.25/hr	$68.56/hr	$70.95/hr	$73.44/hr

	A	B	C	D	E	F	G	H	I
1	EXHIBIT A								
2									
3	VEHICLE RATES FOR JULY 1, 2021 THROUGH JUNE 30, 2028								
4									
5		2016 / 2017	2021 / 2022	2022 / 2023	2023 / 2024	2024 / 2025	2025 / 2026	2026 / 2027	2027 / 2028
6									
7	72+ Passenger Bus	$ 290.58	$ 314.61	$ 325.62	$ 337.02	$ 348.81	$ 361.02	$ 373.66	$ 386.74
8	16-40 Passenger Bus	$ 253.33	$ 274.28	$ 283.88	$ 293.82	$ 304.10	$ 314.74	$ 325.76	$ 337.16
9	7-9 Passenger Van	$ 200.09	$ 216.64	$ 224.22	$ 232.07	$ 240.19	$ 248.60	$ 257.30	$ 266.30
10	Mid-Day Rate	$ 84.45	$ 91.43	$ 94.63	$ 97.95	$ 101.37	$ 104.92	$ 108.59	$ 112.40
11	Bus Monitor	$ 84.45	$ 91.43	$ 94.63	$ 97.95	$ 101.37	$ 104.92	$ 108.59	$ 112.40
12	After School Activity	$ 69.42	$ 75.16	$ 77.79	$ 80.51	$ 83.33	$ 86.25	$ 89.27	$ 92.39
13	Evening Activity (Take Students Home)	$ 110.39	$ 119.52	$ 123.70	$ 128.03	$ 132.51	$ 137.15	$ 141.95	$ 146.92
14	Monitor Rate for "High Profile" Runs	$ 93.82	$ 101.58	$ 105.13	$ 108.81	$ 112.62	$ 116.56	$ 120.64	$ 124.87
15	Field Trips		$63.25/hr	$65.46/hr	$67.75/hr	$70.13/hr	$72.58/hr	$75.12/hr	$77.75/hr

From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Wednesday, May 12, 2021 4:32 PM EDT
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: Re: Revised extracurricular

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I'll be on! Thanks.

Shawn Albright
Region Vice President
Sent from my iPhone

On May 12, 2021, at 4:31 PM, Nicklow, Siobhan <nicksi@whsd.net> wrote:

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They may or may not have questions. They know about it. They liked the First View Dashboard and parent app as well as the idea of moving towards EV buses for at least part of the fleet. It is part of the draft budget already.

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5
www.whsd.net
bus@whsd.net

https://www.whsd.net/Administration2/transportation-and-food-service

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From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Wednesday, May 12, 2021 4:18 PM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: Re: Revised extracurricular

Tonight is agenda setting and is when there is more of a possibility of questions. Next week is the voting meeting and basically read then vote.

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

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www.whsd.net
bus@whsd.net

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From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Wednesday, May 12, 2021 3:09 PM
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: Re: Revised extracurricular

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I will be. Would it be official tonight or next weeks meeting?

Shawn Albright
Region Vice President
Sent from my iPhone

On May 12, 2021, at 3:02 PM, Nicklow, Siobhan <nicksi@whsd.net> wrote:

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Will you or debbie be logged in tonight?

https://www.whsd.net/calendarWeekView.aspx?schools=1,2,3,4,5,6,7,8&schoolid=0&types=&eventID=62082

Calendar WeekView - Woodland Hills School District

Woodland Hills School District Family, The District has approved the hybrid return to in-person instruction plan. The dates scheduled for return are:

www.whsd.net

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

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From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Wednesday, May 12, 2021 2:20 PM
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: Re: Revised extracurricular

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From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Wednesday, May 12, 2021 2:19 PM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: Re: Revised extracurricular

CAUTION: This email is from an external source. hicksi@whsd.net' Please beware of links and attachments.

Yes. Indeed

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5
www.whsd.net
bus@whsd.net

https://www.whsd.net/Administration2/transportation-and-food-service

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From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Wednesday, May 12, 2021 2:18 PM
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: Revised extracurricular

Please be cautious
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I think this is more in line!

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Monday, May 10, 2021 4:39 PM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>; Ley, Debbie <Debbie.Ley@firstgroup.com>
Subject: pdf of exec summary and Exhibit A

CAUTION: This email is from an external source. hicksi@whsd.net' Please beware of links and attachments.

Hello,

Can you send a pdf of the exec summary and the vehicle rates so I can attach them to my board tab? There is a hole punch on the rate sheet that is obscuring part of the printout.

We also need to determine the rates for the field and athletic trips. I would like to see a single base rate for the four hours with additional hourly rate instead of the couple of pages of set locations. The list of destinations is basically obsolete since the WPIAL has changed so many of the schools we play. Popular field trip destinations are not on here e.g. Round Hills Farm. I've attached the example. Is there a Pittsburgh metropolitan base rate?

Also need to get an actual invoice for the Sept through Dec fixed cost. I'd like to submit all of these ----this week for payment to get us to a more realistic picture of where we are in transportation spent this year. All the athletic and monthly bills I have for 20.21 SY are submitted for payment.

With the EV buses I know we talked about a longer commitment when that all comes together. In the meantime, would there be a significant difference for a seven-year commitment? For the upfront and the annual increases? We talked about the initial increase being 7.5%.

Let me know.

Thanks,

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5

www.whsd.net
bus@whsd.net

https://www.whsd.net/Administration2/transportation-and-food-service

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Exhibit 9

From: James Harris <harrja@whsd.net>
Sent: Thursday, May 13, 2021 11:49 AM EDT
To: Coursey, Ronald <courro@whsd.net>; Nicklow, Siobhan <nicksi@whsd.net>; Gigliotti, Michael <giglmi@whsd.net>; Shaver, Valerie <shavva@whsd.net>
Subject: Re: First Student Busing Contract/Scoreboard

Ok lets reach out to them and get it on the agenda.... I do not want to sign the agreement without this...

James P. Harris
Superintendent
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
Office: 412-731-1300, ext: 0198
Cell: 412-445-5603

From: Coursey, Ronald <courro@whsd.net>
Sent: Thursday, May 13, 2021 11:43 AM
To: James Harris <harrja@whsd.net>; Nicklow, Siobhan <nicksi@whsd.net>; Gigliotti, Michael <giglmi@whsd.net>; Shaver, Valerie <shavva@whsd.net>
Subject: RE: First Student Busing Contract/Scoreboard

That price point of $300,000 would be enough to get a state of the art video board. We had some preliminary conversations with First Student before the pandemic hit, but they never really gained any traction. They can have naming rights to the scoreboard, as well as an advertisement panel on the side. I have attached the Gateway scoreboard as a point of reference.

Ron Coursey
District Athletic Director
Woodland Hills School District
Office: 412-244-1100 ext. 5141
Cell: 412-980-7048

From: James Harris
Sent: Thursday, May 13, 2021 8:14 AM
To: Nicklow, Siobhan <nicksi@whsd.net>; Gigliotti, Michael <giglmi@whsd.net>; Shaver, Valerie <shavva@whsd.net>; Coursey, Ronald <courro@whsd.net>
Subject: Re: First Student Busing Contract/Scoreboard

We need to get First Student in prior to agreeing to the new contract.

James P. Harris
Superintendent
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
Office: 412-731-1300, ext: 0198
Cell: 412-445-5603

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Thursday, May 13, 2021 8:12 AM
To: James Harris <harrja@whsd.net>; Gigliotti, Michael <giglmi@whsd.net>; Shaver, Valerie <shavva@whsd.net>; Coursey, Ronald <courro@whsd.net>
Subject: Re: First Student Busing Contract/Scoreboard

I am sure that could be part of the conversation. I was not privy to the past conversations. Wasn't the score board that was being considered considerably more than what is mentioned in this article?

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

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From: James Harris <harrja@whsd.net>
Sent: Thursday, May 13, 2021 7:20 AM
To: Nicklow, Siobhan <nicksi@whsd.net>; Gigliotti, Michael <giglmi@whsd.net>; Shaver, Valerie <shavva@whsd.net>; Coursey, Ronald <courro@whsd.net>
Subject: Fw: First Student Busing Contract/Scoreboard

We should get the same deal...

James P. Harris
Superintendent
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
Office: 412-731-1300, ext: 0198
Cell: 412-445-5603

From: Coursey, Ronald <courro@whsd.net>
Sent: Wednesday, May 12, 2021 8:36 PM
To: James Harris <harrja@whsd.net>
Subject: RE: First Student Busing Contract/Scoreboard

https://www.post-gazette.com/local/east/2018/11/21/Gateway-school-board-renews-contract-with-transportation-service/stories/201811210241

Ron Coursey
District Athletic Director
Woodland Hills School District
Office: 412-244-1100 ext. 5141
Cell: 412-980-7048

From: James Harris
Sent: Wednesday, May 12, 2021 8:21 PM
To: Coursey, Ronald <courro@whsd.net>
Subject: Re: First Student Busing Contract/Scoreboard

who is there company.. and yes

James P. Harris
Superintendent
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
Office: 412-731-1300, ext: 0198
Cell: 412-445-5603

From: Coursey, Ronald <courro@whsd.net>
Sent: Wednesday, May 12, 2021 7:44 PM
To: James Harris <harrja@whsd.net>
Subject: First Student Busing Contract/Scoreboard

Mr. Harris,

If we expand the scope of the busing contract with First Student, can we have a conversation with them about sponsoring a new scoreboard at the Wolvarena as a part of that new agreement? Gateway just secured a brand new video scoreboard that was funded entirely by their transportation company. Let me know your thoughts.

Ron Coursey
District Athletic Director
Woodland Hills School District
Office: 412-244-1100 ext. 5141

Cell: 412-980-7048

Exhibit 10

From: Nicklow, Siobhan on behalf of Nicklow, Siobhan <nicksi@whsd.net>
Sent: Monday, May 17, 2021 6:57 PM EDT
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: Re: All Runs

A field recruit?

It does seem that First needs to help with alternate ways to reach possible candidates pools--alternative marketing tools designed for those who do not know how to use social media. The traditional methods don't seem to be reaching people and there is a need to explore alternative social media modes of communication. I see there is a new local billboard---that is good.

I posted on the Nextdoor App this weekend after I saw people looking for driver positions. Savvy Citizen App? I'm no expert in social media.

A "Test Drive" day. Bus driver rodeos? Is there some sort of special driver and monitor recognition? I am not exactly sure what type of recognition or appreciation type events occur but know that the driving staff seems to respond well to positive recognition.

The present job climate requires focus on the "feel good" part of work and getting employees on board with broadcasting that they "love where they work" and tell people it is a "great place to work come on and apply". The shadows of COVID make a good attitude about the work place a primary recruiting asset.

Thanks,

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
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North Braddock PA 15104

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From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Monday, May 17, 2021 6:23 PM
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: Re: All Runs

Please be cautious
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My thought would be to utilize the district property and Wall. We are going to give the drivers a significant pay bump so my home is to attract local. In addition, we are hiring a field recruit for the locations. I'm optimistic with someone dedicated to that sole task, we can grow.

When I spoke of keeping year one higher, I was comparing it the original growth price of 7.5%. With that increase, it does cover our wage increases to I've $21/hr at each garage. First View is taken care of regardless of the rate. It's complimentary.

Shawn Albright
Region Vice President
Sent from my iPhone

On May 17, 2021, at 6:04 PM, Nicklow, Siobhan <nicksi@whsd.net> wrote:

CAUTION: This email is from an external source. hicksi@whsd.net' Please beware of links and attachments.

Thanks. I'll go over with them here and I am sure we will discuss more at the meeting on the 25th.

In the meantime, what are the plans for distribution of the additional runs? All to one garage? Split between Wall and Frankstown? Maintain a dispatch center here at administration? You and Debbie are aware of the lay of the land here.

We discussed keeping the first year higher to be able to cover the additional labor costs being used to attract and retain employees. I just want to make sure that there will be enough people to cover the routes----drivers are needed to fill the seats in those buses----as well as facilitate the transition to First View. Both Wall and Frankstown have everyone (office staff included) driving at times. What kind of alternative hiring events are being planned to bring on staff?

Thanks,

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

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www.whsd.net
bus@whsd.net

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From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Monday, May 17, 2021 5:28 PM
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: RE: All Runs

Please be cautious
This email was sent outside of your organization

Please find the attached pricing for all the work. Good news, I will have the fleet available!
As we talked about prior, I took a .3% off of years 2-7. Picks you up another 1.8 % or so discount over the seven years.
Thanks again Siobhan.

Shawn Albright
Region Vice President-PA, MD
First Student
3740 Route 136 Greensburg, PA, 15601
Office: 724.523.8600 / Mobile: 412/956.0015
Shawn.albright@firstgroup.com

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Monday, May 17, 2021 4:09 PM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: Re: All Runs

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How is this new assumption going?

Super said to keep the vote on the agenda for the legislative meeting but---they will need to know what they are voting on.

Thanks,

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
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From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Thursday, May 13, 2021 8:41 AM
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: RE: All Runs

Please be cautious
This email was sent outside of your organization

Got it! Thanks

Shawn Albright
Region Vice President-PA, MD
First Student
3740 Route 136 Greensburg, PA, 15601
Office: 724.523.8600 / Mobile: 412/956.0015
Shawn.albright@firstgroup.com

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Thursday, May 13, 2021 8:34 AM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: All Runs

CAUTION: This email is from an external source. hicksi@whsd.net' Please beware of links and attachments.

These are all the runs although looking a little funky because of COVID.

Take a look and call with questiions.

There are runs that can be accommodated differently---if we can come to an agreement on how that looks---e.g. runs that include homeless students and special needs schools that are out there----like the adelphoi, easter seals, bear cats.

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
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Exhibit 11

From: Nicklow, Siobhan on behalf of Nicklow, Siobhan <nicksi@whsd.net>
Sent: Tuesday, May 18, 2021 2:05 PM EDT
To: James Harris <harrja@whsd.net>; Gigliotti, Michael <giglmi@whsd.net>
Subject: Fw:
Attachment(s): "WH Pricing 7 year all.xlsx"

The updated pricing to obtain a better rate as requested at the previous meeting yields a 7% increase the first year and 3% increase subsequent years opposed to the initial 7 year proposal that was 8.27% and 3.5% respectively.

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5
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bus@whsd.net

https://www.whsd.net/Administration2/transportation-and-food-service

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From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Monday, May 17, 2021 5:28 PM
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: RE: All Runs

Please be cautious
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Please find the attached pricing for all the work. Good news, I will have the fleet available!
As we talked about prior, I took a .3% off of years 2-7. Picks you up another 1.8 % or so discount over the seven years. Thanks again Siobhan.

Shawn Albright
Region Vice President-PA, MD
First Student
3740 Route 136 Greensburg, PA, 15601
Office: 724.523.8600 / Mobile: 412/956.0015
Shawn.albright@firstgroup.com

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Monday, May 17, 2021 4:09 PM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: Re: All Runs

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How is this new assumption going?

Super said to keep the vote on the agenda for the legislative meeting but---they will need to know what they are voting on.

Thanks,

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
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From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Thursday, May 13, 2021 8:41 AM
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: RE: All Runs

Please be cautious
This email was sent outside of your organization

Got it! Thanks

Shawn Albright
Region Vice President-PA, MD
First Student
3740 Route 136 Greensburg, PA, 15601
Office: 724.523.8600 / Mobile: 412/956.0015
Shawn.albright@firstgroup.com

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Thursday, May 13, 2021 8:34 AM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: All Runs

CAUTION: This email is from an external source. hicksi@whsd.net' Please beware of links and attachments.

These are all the runs although looking a little funky because of COVID.

Take a look and call with questiions.

There are runs that can be accommodated differently---if we can come to an agreement on how that looks---e.g. runs that include homeless students and special needs schools that are out there----like the adelphoi, easter seals, bear cats.

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
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North Braddock PA 15104

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http://www.firstgroupplc.com

Exhibit 12

From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Wednesday, April 06, 2022 1:12 PM EDT
To: Dr. Daniel Castagna <castda@whsd.net>
CC: Shaver, Valerie <shavva@whsd.net>
Subject: RE: Recent Incident

Please be cautious
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As history for you may not be aware, we ran approximately 80 routes for the last contract cycle and two other vendors ran approximately 21. When we extended, we proposed to keep the same set up, but were then asked to take the other 21, which is approximately what we are short. (on the 101 efficient and everything runs normally). The other vendors ran at our rates I believe.

My personal hope as we are running 83 now would be an 80/20 split which would in essence take us back to what it was the last cycle, giving us 80 or so and 20-21 to someone else.

If its next year, Id propose that for consideration as I think we can pull that off comfortably. Is this for next year, next week, what is the timing? If that's acceptable, I have no objections.

Shawn Albright
Region Vice President-PA, MD
First Student
3740 Route 136 Greensburg, PA, 15601
Office: 724.523.8600 / Mobile: 412/956.0015
Shawn.albright@firstgroup.com

From: Dr. Daniel Castagna <castda@whsd.net>
Sent: Wednesday, April 6, 2022 12:55 PM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
Cc: Shaver, Valerie <shavva@whsd.net>
Subject: Re: Recent Incident

CAUTION: This email is from an external source. 'castda@whsd.net' Please beware of links and attachments.

In my opinion, if the original contract had 101 runs, I would plan to take 30 runs off your list.

This way you can focus on managing and staffing the other 71 runs effectively.

What do you think…

Sent from my iPhone

On Apr 6, 2022, at 12:50 PM, Albright, Shawn <Shawn.Albright@firstgroup.com> wrote:

Please be cautious
This email was sent outside of your organization

What will be the effective date?
Is this 30% reduction based on the 101 routes we would have been at had everything ran efficient and there is no doubling or the 83 we are currently , or a 30 % reduction from our total now leaving us with 58?

Shawn Albright
Region Vice President-PA, MD
First Student
3740 Route 136 Greensburg, PA, 15601
Office: 724.523.8600 / Mobile: 412/956.0015
Shawn.albright@firstgroup.com

From: Dr. Daniel Castagna <castda@whsd.net>
Sent: Wednesday, April 6, 2022 12:46 PM

To: Albright, Shawn <Shawn.Albright@firstgroup.com>; Shaver, Valerie <shavva@whsd.net>
Subject: Re: Recent Incident

CAUTION: This email is from an external source. 'castda@whsd.net' Please beware of links and attachments.

Let's make the proposal then to reduce 30 percent of the contract. Either you can initiate a plan or we can, but I don't want to wait on this..

Let me know!

Dan

From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Wednesday, April 6, 2022 12:44 PM
To: Dr. Daniel Castagna <castda@whsd.net>
Subject: RE: Recent Incident

Please be cautious
This email was sent outside of your organization

I'm fine working with the district on route reduction. I have always been willing to discuss what is in the best interest of the District, and that hasn't changed. I just wanted to talk through it some with you so we were both on the same page. However, If you'd rather correspond going forward through email, I will do that.

Shawn Albright
Region Vice President-PA, MD
First Student
3740 Route 136 Greensburg, PA, 15601
Office: 724.523.8600 / Mobile: 412/956.0015
Shawn.albright@firstgroup.com

From: Dr. Daniel Castagna <castda@whsd.net>
Sent: Wednesday, April 6, 2022 12:40 PM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: Re: Recent Incident

CAUTION: This email is from an external source. 'castda@whsd.net' Please beware of links and attachments.

At this point in all of this, I would just respectfully ask that you respond to the email.

Dan

On Apr 6, 2022, at 12:05 PM, Albright, Shawn <Shawn.Albright@firstgroup.com> wrote:

Please be cautious
This email was sent outside of your organization

Can you call me to discuss?

Shawn Albright
Region Vice President-PA, MD
First Student
3740 Route 136 Greensburg, PA, 15601
Office: 724.523.8600 / Mobile: 412/956.0015
Shawn.albright@firstgroup.com

From: Dr. Daniel Castagna <castda@whsd.net>
Sent: Wednesday, April 6, 2022 12:03 PM

To: Albright, Shawn <Shawn.Albright@firstgroup.com>; Ley, Debbie <Debbie.Ley@firstgroup.com>
Cc: Shaver, Valerie <shavva@whsd.net>
Subject: Recent Incident

CAUTION: This email is from an external source. 'castda@whsd.net' Please beware of links and attachments.

Shawn and Debbie,

I was just informed about a recent incident which is going to cause WHSD to lose two drivers. I understand you must enforce discipline, but we need to address the inability for you all to handle this account. As you know we have secured secondary agreements which we are now signing to execute but I need a more formal plan. Ms. Lay today asked about getting help from another vendor.

This is what I consider to be the options:

1. First Student proposes contract language relinquishes 30% of the contract so the WHSD can contract out that service to another company

or

2. WHSD proposes contract language relinquishing 30% of the contract to another vendor.
3.

In short, your company just cannot handle the demand.

Let me know what you consider to be the best next step. If we can't work this out together, I'm handling the entire contract over to our legal team to discuss nullifying the agreement for Breach of Contract. Transporting our children is way too important for this gross negligence.

Dr. Castagna

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Exhibit 13

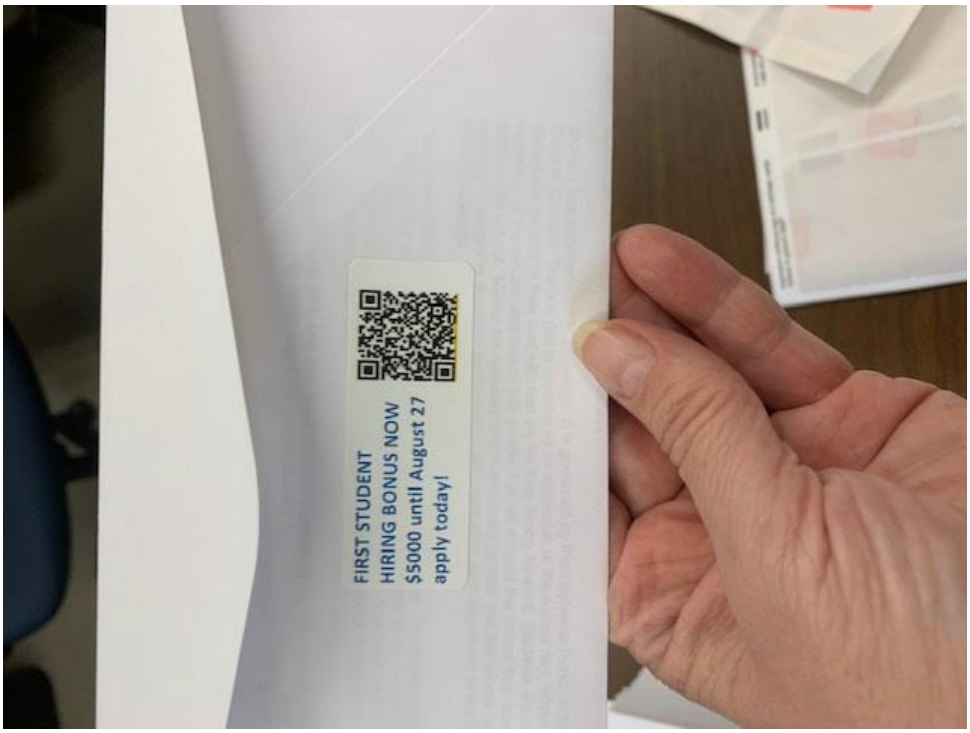
From: Ley, Debbie <Debbie.Ley@firstgroup.com>
Sent: Thursday, August 19, 2021 5:46 PM EDT
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: RE: Drivers

Please be cautious
This email was sent outside of your organization

You are the best!

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Thursday, August 19, 2021 5:28 PM
To: Ley, Debbie <Debbie.Ley@firstgroup.com>
Subject: Re: Drivers

CAUTION: This email is from an external source. hicksi@whsd.net' Please beware of links and attachments.



On the outside of every envelope along with the flyer inside of the additional bus letters we are sending out.

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5
www.whsd.net
bus@whsd.net

https://www.whsd.net/Administration2/transportation-and-food-service

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From: Ley, Debbie <Debbie.Ley@firstgroup.com>
Sent: Thursday, August 19, 2021 4:01 PM
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: RE: Drivers

Please be cautious
This email was sent outside of your organization

Yes you can! They have to fill an application out by August 27th.

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Thursday, August 19, 2021 10:44 AM
To: Ley, Debbie <Debbie.Ley@firstgroup.com>
Subject: Re: Drivers

CAUTION: This email is from an external source. hicksi@whsd.net' Please beware of links and attachments.

Can I let that information out?

We are putting flyers in more envelopes with letters today----------a few hundred can get updated.

Siobhan Nicklow
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From: Ley, Debbie <Debbie.Ley@firstgroup.com>
Sent: Thursday, August 19, 2021 8:17 AM
To: Nicklow, Siobhan <nicksi@whsd.net>; Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: RE: Drivers

Please be cautious
This email was sent outside of your organization

Siobhan , we are raising our sign on to $ 5000.00. We are going to call Dee and let her know so hopefully she can talk to the other drivers at Myers. We will also relay the message to the other Myers drivers that came on board .

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Thursday, August 19, 2021 7:35 AM
To: Ley, Debbie <Debbie.Ley@firstgroup.com>; Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: Re: Drivers

CAUTION: This email is from an external source. hicksi@whsd.net' Please beware of links and attachments.

Yes. I think that was Dee? She is very good and dependable driver. Hopefully, she can help pull a few more over since she is making the move. Treat her right and the message will follow.

Siobhan Nicklow
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From: Ley, Debbie <Debbie.Ley@firstgroup.com>

Sent: Thursday, August 19, 2021 7:31 AM
To: Nicklow, Siobhan <nicksi@whsd.net>; Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: RE: Drivers

Please be cautious
This email was sent outside of your organization

Just received an ap from another myers drivers.

From: Nicklow, Siobhan <nicksi@whsd.net>
Sent: Thursday, August 19, 2021 7:05 AM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>; Ley, Debbie <Debbie.Ley@firstgroup.com>
Subject: Drivers

CAUTION: This email is from an external source. hicksi@whsd.net' Please beware of links and attachments.

Good Morning,

Everyone is making a valiant effort to get runs covered for the opening of schools. School start up is always full of anxiety---this year exacerbated with the ongoing pandemic. I appreciate the efforts being made. Your local staff is to be commended for their extra miles. With that in mind--it seems that there may need to be a little additional incentive made by First to attract drivers and|or retain drivers. I don't know what that is necessarily but something to entice the fence sitters. Appreciation for those who are staying on as well.

Regards,

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

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Exhibit 14

From: Nicklow, Siobhan on behalf of Nicklow, Siobhan <nicksi@whsd.net>
Sent: Wednesday, September 08, 2021 1:06 PM EDT
To: Ley, Debbie <Debbie.Ley@firstgroup.com>
Subject: Re: ROUTES

So this is the information that should be updated and included on those spread sheets. We need to get a better handle on what is covered or not covered including school name.

Has First ever contracted with another carrier for short term? Someone I was speaking to the other day talked about one contractor --- contracting with another one.

The kids need to get transported but entering into an additional contract between the district and a contractor will make things a little more difficult. Is contracting with someone like SD Transit etc possible for a litmited time.

Siobhan Nicklow
Transportation and Food Services Director
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From: Ley, Debbie <Debbie.Ley@firstgroup.com>
Sent: Wednesday, September 1, 2021 1:02 PM
To: Nicklow, Siobhan <nicksi@whsd.net>
Subject: FW: ROUTES

Please be cautious
This email was sent outside of your organization

Here you go

From: Ley, Debbie
Sent: Friday, August 27, 2021 12:57 PM
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: ROUTES

Here is the list for each location and where we stand with drivers.

Debra A. Ley
Senior Location Manager
First Student, Inc.

Office 814-472-8290 / New Germany Road Ebensburg, Pa 15931
Mobile 814-322-2916/ Debbie.ley@firstgroup.com
www.Firststudentinc.com

First

We provide easy and convenient mobility, improving quality of life by connecting people and communities

Committed to our customers | Dedicated to safety | Supportive of each other | Accountable for performance | Setting the highest standards

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Exhibit 15

From: Nicklow, Siobhan on behalf of Nicklow, Siobhan <nicksi@whsd.net>
Sent: Monday, September 20, 2021 4:34 PM EDT
To: Debra A. Ley <debbie.ley@firstgroup.com>; Albright, Shawn <Shawn.Albright@firstgroup.com>
Subject: Propel Northside Job Fair

Hi Deb and Shawn,

Darren Stromock from Propel Operations called this afternoon to ask if First Student would like to participate in a job fair that they are hosting at their North side Propel in their Wellness Center on October 11th from 8:30 to 12:00 NOON. They will provide a table and, if needed, there may be space for on the spot interviews.

This will be advertised through their temp job people and to all of their families. First could advertise to come there on that day for more information. This could be a regional job fair---not just for our garages for WHSD but all Pittsburgh area garages.

Darren's number is 412-651-3064

He is the one who has been helpful in sending out flyers to all their families and banner hanging at the Braddock Hills site.

Siobhan Nicklow
Transportation and Food Services Director
Woodland Hills School District
531 Jones Ave
North Braddock PA 15104

412-731-1300 ext 5 or ext 0185
www.whsd.net
nicksi@whsd.net

https://www.whsd.net/Administration2/transportation-and-food-service

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Exhibit 16

From: Shaver, Valerie on behalf of Shaver, Valerie <shavva@whsd.net>
Sent: Thursday, October 07, 2021 11:33 AM EDT
To: Albright, Shawn <Shawn.Albright@firstgroup.com>
CC: Debbie.Ley@firstgroup.com <Debbie.Ley@firstgroup.com>
BCC: Shaver, Valerie <shavva@whsd.net>
Subject: Contract Renewal

I'm reaching out to see if I can get a copy of the renewed transportation contract. Siobhan had to take a leave of absence and I can't seem to locate it. Any assistance would be greatly appreciated.

Thank-you,

"If you think you are too small to make a difference, try sleeping with a mosquito." - Dalai Lama

Valerie Shaver, PRSBO
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104

Phone: 412-731-1300 ext 0132
Fax: 412-273-3603
Email: shavva@whsd.net
www.whsd.net

Exhibit 17

From: Albright, Shawn <Shawn.Albright@firstgroup.com>
Sent: Thursday, October 07, 2021 11:37 AM EDT
To: Shaver, Valerie <shavva@whsd.net>
CC: Ley, Debbie <Debbie.Ley@firstgroup.com>
Subject: Fwd: Contract
Attachment(s): "Woodland Hills SD 2021-2028 Transportation Agreement-DRAFT 1.docx"

Please be cautious
This email was sent outside of your organization

Hello Valerie,
I had sent the attached to Siobhan for review. I hadn't received anything back so I'm not sure if the solicitor had it on your end or not.

Shawn Albright
Region Vice President
First Student

Begin forwarded message:

> **From:** "Albright, Shawn" <Shawn.Albright@firstgroup.com>
> **Date:** September 7, 2021 at 1:15:00 PM EDT
> **To:** "Nicklow, Siobhan" <nicksi@whsd.net>
> **Cc:** Debbie.Ley@firstgroup.com
> **Subject: Contract**
>
> Hello Siobhan,
> I had taken the old contract and edited to reflect the pricing and proposal changes. Other than that, it relatively the same. Please have your folks review and let me know of any changes you may need. Thanks.
>
> ---
> **Shawn Albright**
> Region Vice President-PA, MD
> **First Student**
> 3740 Route 136 Greensburg, PA, 15601
> Office: 724.523.8600 / Mobile: 412/956.0015
> Shawn.albright@firstgroup.com
> -

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Exhibit 18

From: johnal@whsd.net on behalf of johnal@whsd.net <johnal@whsd.net>
Sent: Tuesday, December 08, 2015 8:27 PM EST
To: Jamie Glasser <glasja@whsd.net>
CC: Steve Muiter <Muitst@whsd.net>
Subject: Re: Printing/Copying agreement

Thanks for the support!
AL J

Alan N. Johnson
Superintendent of *Schools*
Woodland Hills SD
531 Jones Ave.
North Braddock, PA 15104
Office: 412-731-1300 extension 0183
Cell: 412-417-1402
Website: http://websites.pdesas.org/ajohnson1

From: Jamie Glasser
Sent: Tuesday, December 8, 2015 5:05 PM
To: johnal@whsd.net
Cc: Steve Muiter
Subject: Re: Printing/Copying agreement

Sorry I didn't see this until late last night, but I'm glad you guys took the initiative on this one. I think it's a good deal.

Sent from Outlook Mobile

Check out Outlook.com – free, personal email from Microsoft.

Take your email anywhere you go when you add your free, personal, Outlook.com webmail to your Android, iPhone, or Windows mobile devices. Send and receive messages with mobile mail from Outlook.com

Read more...

On Mon, Dec 7, 2015 at 6:43 AM -0800, "johnal@whsd.net"<johnal@whsd.net> wrote:

Hi Miss Glasser
We met on Friday to discuss the copier proposals from Com Doc and the Wilson Group. We concluded that the Com Doc proposal was the better submission based on the quality of the technology, overall cost and value and the incentives that would be provided. Since these proposals expire at the end of the month we'd like to consider bringing it forward from the table tonight. Do you have any objections to that?

Thx

Al J

Alan N. Johnson
Superintendent of *Schools*
Woodland Hills SD
531 Jones Ave.
North Braddock, PA 15104
Office: 412-731-1300 extension 0183
Cell: 412-417-1402
Website: http://websites.pdesas.org/ajohnson1

Exhibit 19

From: Dr. Phillip Woods <woodph@whsd.net>
Sent: Thursday, August 02, 2018 8:51 AM EDT
To: Licia Lentz <lentli@whsd.net>
Subject: Fwd: Accepted: Meeting with The Wilson Group

Are you familiar with this company?

Sent from my iPhone

Begin forwarded message:

> **From:** Vinnie Deleonibus <vdeleonibus@thewilsongroup.com>
> **Date:** August 2, 2018 at 7:51:04 AM EDT
> **To:** "Dr. Phillip Woods" <woodph@whsd.net>
> **Subject: Re: Accepted: Meeting with The Wilson Group**
>
> It can be anytime in the morning. We would actually just need to be done by 1pm. So whatever works on your end would be awesome.
>
> We would want to meet with whomever you feel necessary. Maybe Mike Gigliotti? Or the Technology Director. You tell me what you think is best. We could just meet with us then go from there. Whatever works.
>
> **Vincent Deleonibus**, Education Manager | **The Wilson Group, LLC**
>
> 147 Delta Drive | Pittsburgh, PA 15238
> **o: 412-586-7191** | **c: 412-417-8111** | **e:** vdeleonibus@thewilsongroup.com | **w:** www.thewilsongroup.com
>
> On Aug 2, 2018, at 7:49 AM, Dr. Phillip Woods <woodph@whsd.net> wrote:
>
>> Let me look at my schedule
>> I have to interview new teacher candidates. Who else do you need to be a part of the meeting?
>>
>> Sent from my iPhone
>>
>> On Aug 2, 2018, at 7:08 AM, Vinnie Deleonibus <vdeleonibus@thewilsongroup.com> wrote:
>>
>>> Good morning, Sir!
>>>
>>> Can we push this meeting up to 11am, next Wednesday? If you can accommodate we'd appreciate it very much.
>>>
>>> Thanks
>>>
>>> Vinnie
>>>
>>> **Vincent Deleonibus**, Education Manager | **The Wilson Group, LLC**
>>>
>>> 147 Delta Drive | Pittsburgh, PA 15238
>>> **o: 412-586-7191** | **c: 412-417-8111** | **e:** vdeleonibus@thewilsongroup.com | **w:** www.thewilsongroup.com
>>>
>>> On Jul 26, 2018, at 9:27 AM, Phillip Woods <woodph@whsd.net> wrote:
>>>
>>>> <meeting.ics>

Exhibit 20

From: Vinnie Deleonibus <vdeleonibus@thewilsongroup.com>
Sent: Wednesday, October 17, 2018 1:03 PM EDT
To: David Graves <gravesdavidw@icloud.com>
CC: Dr. Phillip Woods <woodph@whsd.net>; David Graves <gravda@whsdnet.onmicrosoft.com>; Derrick Wilson <DWilson@thewilsongroup.com>
Subject: Re: The Wilson Group - Diversity Spend Initiative

Mr. Graves,

I appreciate the follow up. Safe travels and I will reach out the week of the 29th.

Vinnie

Vincent Deleonibus, Education Sales Manager | **The Wilson Group, LLC**

147 Delta Drive | Pittsburgh, PA 15238
o: 412-586-7191 | **c: 412-417-8111** | **e:** vdeleonibus@thewilsongroup.com | **w:** www.thewilsongroup.com

On Oct 17, 2018, at 12:07 PM, David Graves <gravesdavidw@icloud.com> wrote:

> Hi Mr. Deleonibus,
>
> I'm running a very tight schedule for the next several weeks. I will be traveling from this Saturday until the Next Monday. Then I will be in Pittsburgh for 2 days and then on the road again until the following Monday. What maybe best is to follow up with me the week of the 29th. That is when I'll be back in Pittsburgh and will better be able to see what's best for my schedule.
>
> Thank you for your interest in partnering with Woodland Hills. I look forward to sitting down with you to discuss future possibilities of a partnership.
>
> Thanks
>
> Dave
>
> Sent from my iPhone
>
> On Oct 17, 2018, at 10:16 AM, Vinnie Deleonibus <vdeleonibus@thewilsongroup.com> wrote:
>
>> Dr. Woods,
>>
>> Thank you for the follow up email. I am glad things are off to a good start at Woody High! I also thank you for the introduction to Mr. Graves.
>>
>> What is probably best at this point is if we could all 4 meet for lunch or dinner at a mutually convenient day/time. Would that work for you both? If lunch is feasible, that usually works best, please let me know what can work and then I can send some days/times that work for Derrick and me.
>>
>> When we meet face-to-face, we can discuss who we are and the numerous value-add benefits that we bring to the table for all of our current partners. We can certainly provide a level of partnership and support to the district and the students, on a level not seen before by any of your vendor-partners.
>>
>> I look forward to hearing from you both with some input on when we can meet. If I do not hear from you in the next few days, I will reach out again early next week.
>>
>> Best,
>>
>> Vinnie
>>
>> ---
>>
>> **From:** Dr. Phillip Woods [mailto:woodph@whsd.net]
>> **Sent:** Wednesday, October 17, 2018 6:57 AM
>> **To:** Vinnie Deleonibus; David Graves; gravesdavidw@icloud.com
>> **Cc:** Derrick Wilson
>> **Subject:** Re: The Wilson Group - Diversity Spend Initiative
>>
>> Good Morning Mr Deleonibus,

Things are well at WOODY High.
Allow me to introduce you to Mr Graves. A school board member who advocates for minority owned business in our district. I believe the conversation should start with him. I can attest to the credibility of your company and services but I am not versed on the needs of the district and our contractual agreements.

Lastly, I would love if I could share the Wilson Group Scholarship Application with my students. I would be Honored to assist in keeping Mr Wilson's son's legacy alive.

Mr Graves is CC on the email.

Have a Good Day.
Sent from my iPhone

On Oct 16, 2018, at 8:52 AM, Vinnie Deleonibus <vdeleonibus@thewilsongroup.com> wrote:

> Dr. Woods,
>
> I trust this message finds you well. In follow up to our recent conversation I would like to follow up to see when we can schedule a meeting to discuss a partnership between TWG and WHSD to help expand the diversity spend of the district. As a certified MBE/DBE, we can not only provide solutions that will help the district and students from a technology standpoint, but we can help with the district's goals of increasing diversity spend.
>
> Please connect with the individuals that you feel are necessary and we welcome an opportunity to meet and discuss things in person.
>
> I will follow up in a few days to see where things stand.
>
> Best,
>
> Vinnie

Vincent Deleonibus, Education Sales Manager | **The Wilson Group, LLC**

147 Delta Drive | Pittsburgh, PA 15238
o: 412-586-7191 ext. 108 | c: 412-417-8111
e: vdeleonibus@thewilsongroup.com | **w:** www.thewilsongroup.com

---

AUTHORIZED DEALERS
• Sharp
• FP

BUSINESS ALLIANCES
• Pennsylvania Department of General Services - Costars
• National Joint Powers Alliance (NJPA)

ACCOLADES
• Pittsburgh Business Times Best Places to Work 2014, 2015, 2016, 2017
• Pittsburgh 100 Fastest Growing Companies 2015, 2016, 2017
• Sharp Platinum Level Service Provider 2014, 2015, 2016, 2017
• A+ BBB Business Accredited

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Exhibit 21

From: Vinnie Deleonibus <vdeleonibus@thewilsongroup.com>
Sent: Thursday, January 24, 2019 12:49 PM EST
To: David Graves <gravda@whsdnet.onmicrosoft.com>
CC: David Graves <gravesdavidw@icloud.com>; Derrick Wilson <DWilson@thewilsongroup.com>; Dr. Phillip Woods <woodph@whsd.net>
Subject: Re: The Wilson Group - Diversity Spend Initiative

David,

Welcome back! I appreciate you getting back to me.

As far as timing, I think that is something that Derrick and I would like an opportunity to determine. From our past engagement with the district, we know that a deal was done in December 2015, as we were a part of the process. Therefore, you should be less than 2 years out. Then, at the end of this school year you'd be approx 18 months, which is our sweet spot.

This is the time in which we like to do an assessment. Our findings may be that we cannot do anything better, but we are looking for the opportunity to make that determination. Traditionally this is the time that we can offer a solution. Further, we know what happened last time and the current vendor had an in with the superintendent so they simply swapped old equipment for new. We want to take a holistic approach to the entire program and offer a total workflow solution and true partnership that will offer much more than just new equipment.

With that being said, can you assist in us getting to the correct people? Derrick and I would ultimately like an audience win the superintendent, business manager, technology director and yourself. With that audience we can represent our total value-add and collectively we can all determine next steps. Can you make that happen?

Vincent Deleonibus, Education Sales Manager | **The Wilson Group, LLC**

147 Delta Drive | Pittsburgh, PA 15238
o: 412-586-7191 | **c: 412-417-8111** | **e:** vdeleonibus@thewilsongroup.com | **w:** www.thewilsongroup.com

On Jan 24, 2019, at 12:26 PM, David Graves <gravda@whsdnet.onmicrosoft.com> wrote:

> Hi Vinnie,
>
> Thanks for following up. Sorry for the delay I just got from a 11 day trip. On Weds night I had commuter meetings with the staff and also a budget meeting. I talked about the copier contract and the business manager said we're only 2 years into a four year deal.
>
> I'm not sure if we want to wait until next year. To start the work on looking for a better contract for the district. But I know this far out pricing may change.
>
> Thoughts?
>
> Thanks David
>
> Sent from my iPhone
>
> On Jan 23, 2019, at 1:55 PM, Vinnie Deleonibus <vdeleonibus@thewilsongroup.com> wrote:
>
>> Mr. Graves,
>>
>> I hope this message finds you well. I am reaching out in follow up to your email from 1/7 to see if you have some time that we can schedule to talk on Friday of this week or at some point next week. The time is perfect for us to begin a full district-wide assessment of the workflow and equipment that is currently in place, so the sooner we can speak and get a plan, the better. Please advise what day/time works best for you and the best contact number.
>>
>> I look forward to speaking with you soon.
>>
>> Best,
>>
>> Vinnie
>>
>> ---
>>
>> **From:** David Graves [mailto:gravesdavidw@icloud.com]
>> **Sent:** Monday, January 7, 2019 9:23 AM
>> **To:** Vinnie Deleonibus
>> **Cc:** David Graves; Derrick Wilson; Dr. Phillip Woods
>> **Subject:** Re: The Wilson Group - Diversity Spend Initiative
>>
>> Hi Vinnie,
>>
>> Thank you for reaching out again. I did meet with Mr. Gigliotti and I personally feel the need to evaluate the districts needs. We had a frank conversation about being efficient and cost effect on our printing and outsourcing of our copying.
>>
>> Let's have a conversation about what would be the best approach and I can lay the ground work for the meeting with him.
>>
>> Thank you
>>
>> David

Sent from my iPhone

On Jan 4, 2019, at 9:16 AM, Vinnie Deleonibus <vdeleonibus@thewilsongroup.com> wrote:

> Mr. Graves,
>
> Happy new year to you! I hope your holidays were good ones and you spent quality time with those close to you. With that being said, I would like to ask for the opportunity to rekindle our conversation that we had at dinner in November about the district's copier/MFP program. When we left that meeting, your next step in the process was to meet with the Business Manager, so we assume that happened, we'd like to hear the results of that meeting.
>
> As an aside, Derrick and I were at a Christmas party with Mr. Gigliotti and had a very nice conversation with him, not mentioning anything that we all had discussed, but we both came away with the impression that he would be amicable to working with us as well.
>
> We would like to follow your direction in this process and welcome the opportunity to help the district create a streamline workflow process, explore the financial impact that we can potentially benefit the district with, and also provide additional diversity spend for the district. Please let me know when we can either speak or meet again and talk about next steps. Traditionally, we do a lot of our work at this point in time, leading into budget season, so we welcome that opportunity with you all and WHSD.
>
> On a final note, we have seen the positive news that has been published recently in the newspapers about WHSD; and after our conversations, Derrick and I wanted to commend you and Dr. Woods for having such an immediate positive impact in the district. We look forward to assisting you all with the transformation of Woodland Hills School District.
>
> I look forward to your response and the opportunity to speak soon.
>
> Best,
>
> Vinnie
>
> ---
>
> **From:** David Graves [mailto:gravda@whsdnet.onmicrosoft.com]
> **Sent:** Thursday, November 1, 2018 3:25 PM
> **To:** Vinnie Deleonibus
> **Cc:** Derrick Wilson; David Graves; Dr. Phillip Woods
> **Subject:** Re: The Wilson Group - Diversity Spend Initiative
>
> Thank you
>
> Sent from my iPhone
>
> On Nov 1, 2018, at 3:17 PM, Vinnie Deleonibus <vdeleonibus@thewilsongroup.com> wrote:
>
>> Perfect. We'll do The Lot at Edgewater. I'll forward the address.
>>
>> Thanks
>>
>> Vinnie
>>
>> **Vincent Deleonibus**, Education Sales Manager | **The Wilson Group, LLC**
>>
>> 147 Delta Drive | Pittsburgh, PA 15238
>> **o: 412-586-7191** | **c: 412-417-8111** | **e:** vdeleonibus@thewilsongroup.com | **w:** www.thewilsongroup.com
>>
>> On Nov 1, 2018, at 3:12 PM, Derrick Wilson <DWilson@thewilsongroup.com> wrote:
>>>
>>> Sent from my iPhone
>>>
>>> On Nov 1, 2018, at 2:59 PM, David Graves <gravda@whsdnet.onmicrosoft.com> wrote:
>>>>
>>>> I can make it 5:30
>>>>
>>>> Sent from my iPhone
>>>>
>>>> On Nov 1, 2018, at 2:31 PM, Vinnie Deleonibus <vdeleonibus@thewilsongroup.com> wrote:
>>>>>
>>>>> Mr Graves,
>>>>>
>>>>> Derrick and I are both good for Tuesday. Would you be able to meet in Oakmont at 5/5:30?
>>>>>
>>>>> **Vincent Deleonibus**, Education Sales Manager | **The Wilson Group, LLC**
>>>>>
>>>>> 147 Delta Drive | Pittsburgh, PA 15238
>>>>> **o: 412-586-7191** | **c: 412-417-**

8111 | **e:** vdeleonibus@thewilsongroup.com | **w:** www.thewilsongroup.com

On Nov 1, 2018, at 11:48 AM, David Graves <gravda@whsdnet.onmicrosoft.com> wrote:

> Tuesday evening works, I plan to vote early.
> I need a place and a time.
>
> Sent from my iPhone
>
> On Nov 1, 2018, at 10:15 AM, Vinnie Deleonibus <vdeleonibus@thewilsongroup.com> wrote:
>
>> How's Tuesday evening?
>>
>> **Vincent Deleonibus**, Education Sales Manager | **The Wilson Group, LLC**
>>
>> 147 Delta Drive | Pittsburgh, PA 15238
>> **o: 412-586-7191** | **c: 412-417-8111** | **e:** vdeleonibus@thewilsongroup.com | **w:** www.thewilsongroup.com
>>
>> On Nov 1, 2018, at 10:00 AM, David Graves <gravesdavidw@icloud.com> wrote:
>>
>>> Ok, if we're doing dinner than that changes things for me. I can't do weds next week because of school board meeting. I think you said Thursday is the Steeler game.
>>>
>>> Let me know your thoughts
>>>
>>> Dave
>>>
>>> Sent from my iPhone
>>>
>>> On Nov 1, 2018, at 9:01 AM, Vinnie Deleonibus <vdeleonibus@thewilsongroup.com> wrote:
>>>
>>>> Mr. Graves,
>>>>
>>>> Next week is good for me. I spoke with Dr Woods and he would prefer a dinner meeting, due to his commitments at the school. I'm fine with that. I need to speak with Derrick and I'll let you know. Wednesday or Thursday of next week work the best for me. We'll try to get this on the calendar by the end of the day.
>>>>
>>>> Vinnie
>>>>
>>>> **Vincent Deleonibus**, Education Sales Manager | **The Wilson Group, LLC**
>>>>
>>>> 147 Delta Drive | Pittsburgh, PA 15238
>>>> **o: 412-586-7191** | **c: 412-417-8111** | **e:** vdeleonibus@thewilsongroup.com | **w:** www.thewilsongroup.com

On Nov 1, 2018, at 8:17 AM, David Graves <gravda@whsdnet.onmicrosoft.com> wrote:

> Hi Mr. Deleonibus
>
> I can actually schedule anytime next week. Please let me know what fits everyone's schedule and I'll add it to my calendar. Thank you for your patience.
>
> David
>
> Sent from my iPhone
>
> On Oct 31, 2018, at 8:20 AM, Vinnie Deleonibus <vdeleonibus@thewilsongroup.com> wrote:
>
>> Mr. Graves,
>>
>> Good morning, I hope this message finds you well. In follow up to our email conversation from a week or so ago I would like to find out when you have

some time to meet Mr. Wilson, Dr Woods, and me for lunch. Please advise of some days/times that work for you and I will accommodate our schedules.

Thanks,

Vinnie

From: David Graves [mailto:gravesdavidw@icloud.com]
Sent: Wednesday, October 17, 2018 12:07 PM
To: Vinnie Deleonibus
Cc: Dr. Phillip Woods; David Graves; Derrick Wilson
Subject: Re: The Wilson Group - Diversity Spend Initiative

Hi Mr. Deleonibus,

I'm running a very tight schedule for the next several weeks. I will be traveling from this

Saturday
until
the
Next
Monday.
Then
I
will
be
in
Pittsburgh
for
2
days
and
then
on
the
road
again
until
the
following
Monday.
What
maybe
best
is
to
follow
up
with
me
the
week
of
the
29th.
That
is
when
I'll
be
back
in
Pittsburgh
and
will
better
be
able
to
see
what's
best
for
my
schedule.

Thank
you
for
your
interest
in
partnering
with
Woodland
Hills.
I
look
forward
to
sitting
down
with
you
to
discuss
future
possibilities
of
a

partnership.

Thanks

Dave

Sent from my iPhone

On Oct 17, 2018, at 10:16 AM, Vinnie Deleonibus <vdeleonibus@thewilsongroup.com> wrote:

> Dr. Woods,
>
> Thank you for the follow up email. I am glad things are off to a good start at Woody High! I also thank you for the introduction to Mr. Graves.
>
> What is probably best at this point is if we could all 4 meet for lunch or dinner at a mutually convenient day/time. Would that work for

you
both?
If
lunch
is
feasible,
that
usually
works
best,
please
let
me
know
what
can
work
and
then
I
can
send
some
days/times
that
work
for
Derrick
and
me.

When
we
meet
face-
to-
face,
we
can
discuss
who
we
are
and
the
numerous
value-
add
benefits
that
we
bring
to
the
table
for
all
of
our
current
partners.
We
can
certainly
provide
a
level
of
partnership
and
support
to
the
district
and
the
students,
on
a
level
not
seen
before

by any of your vendor-partners.

I look forward to hearing from you both with some input on when we can meet. If I do not hear from you in the next few days, I will reach out again early next week.

Best,

Vinnie

From: Dr. Phillip Woods [mailto:woodph@whsd.net]
Sent: Wednesday, October 17, 2018 6:57 AM
To: Vinnie Deleonibus; David Graves; gravesdavidw@icloud.com
Cc: Derrick Wilson
Subject: Re: The Wilson Group - Diversity Spend Initiative

Good Morning Mr

Deleonibus,
Things
are
well
at
WOODY
High.
Allow
me
to
introduce
you
to
Mr
Graves.
A
school
board
member
who
advocates
for
minority
owned
business
in
our
district.
I
believe
the
conversation
should
start
with
him.
I
can
attest
to
the
credibility
of
your
company
and
services
but
I
am
not
versed
on
the
needs
of
the
district
and
our
contractual
agreements.

Lastly,
I
would
love
if
I
could
share
the
Wilson
Group
Scholarship
Application
with
my
students.
I
would
be
Honored

to
assist
in
keeping
Mr
Wilson’s
son’s
legacy
alive.

Mr
Graves
is
CC
on
the
email.

Have
a
Good
Day.
Sent
from
my
iPhone

On
Oct
16,
2018,
at
8:52
AM,
Vinnie
Deleonibus
<vdeleonibus@thewilsongroup.com>
wrote:

> Dr.
> Woods,
>
> I
> trust
> this
> message
> finds
> you
> well.
> In
> follow
> up
> to
> our
> recent
> conversation
> I
> would
> like
> to
> follow
> up
> to
> see
> when
> we
> can
> schedule
> a
> meeting
> to
> discuss
> a
> partnership
> between
> TWG
> and
> WHSD
> to
> help
> expand
> the
> diversity
> spend

of
the
district.
As
a
certified
MBE/DBE,
we
can
not
only
provide
solutions
that
will
help
the
district
and
students
from
a
technology
standpoint,
but
we
can
help
with
the
district's
goals
of
increasing
diversity
spend.

Please
connect
with
the
individuals
that
you
feel
are
necessary
and
we
welcome
an
opportunity
to
meet
and
discuss
things
in
person.

I
will
follow
up
in
a
few
days
to
see
where
things
stand.

Best,

Vinnie

.

Vincent Deleonibus,
Education
Sales

Manager | **The Wilson Group, LLC**

147 Delta Drive | Pittsburgh, PA 15238
o: 412-586-7191 ext. 108 | c: 412-417-8111
e: vdeleonibus@thewilsongroup.com | **w:** www.thewilsongroup.com

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AUTHORIZED DEALERS

- Sharp
- FP

BUSINESS ALLIANCES

- Pennsylvania Department of General Services - Costars
- National Joint Powers Alliance (NJPA)

ACCOLADES

- Pittsburgh Business Times Best Places to Work 2014, 2015, 2016, 2017
- Pittsburgh 100 Fastest Growing Companies 2015, 2016, 2017
- Sharp Platinum Level Service Provider 2014, 2015, 2016, 2017
- A+ BBB Business Accredited

.

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*any
attachments
transmitted
by
this
e-
mail
are
considered
privileged
and
confidential
work
product
and/or
communication.
It
is
intended
only
for
the
use
of
the
recipient(s)
named.
If
the
reader
of
this
message
is
not
the
intended
recipient
or
the
employee,
or
agent
responsible
to
deliver
it
to
the
intended
recipient,
any
dissemination,
release
or
copying
of
this
e-
mail
is
strictly
prohibited.
If
this
e-
mail
has
been
received
in
error,
please
notify
the
sender
immediately
by
reply
e-
mail
and
delete
the
original
message
and
any
attachments
from
your
computer
system.
If
you
have
any
questions
concerning
this*

message,
please
contact
the
sender
at
412-
586-
7191

Exhibit 22

From: Gigliotti, Michael
Sent: Monday, May 13, 2019 9:33 AM EDT
To: Vinnie Deleonibus <vdeleonibus@thewilsongroup.com>
Subject: RE: Phone Call

Good Morning,

I am in today, you can call anytime this morning.

Michael A. Gigliotti
Business Manager/Board Secretary
Woodland Hills School District
531 Jones Avenue
Braddock PA 15104-2418
P 412-731-1300 x 0133
C 412-475-4416
F 412-273-3603
giglmi@whsd.net

From: Vinnie Deleonibus [mailto:vdeleonibus@thewilsongroup.com]
Sent: Friday, May 10, 2019 9:25 AM
To: Gigliotti, Michael <giglmi@whsd.net>
Subject: Phone Call

Mike,

I hope all is well with you. I believe you said you are out today, but I would like to chat on Monday if you have some time. I am available after 10am. I want to fine-tune the current spend numbers for our updated proposal. In follow up to our private conversation, I certainly want to represent accurate numbers. I reviewed everything and it looks like a safe and accurate annual spend is $133,000.00 That breaks down to approx. 11k per month. I just want to confirm the numbers before I finalize the proposal. I also want to chat with you about the changes to inventory that we discussed with Steve.

Please let me know a good time to call you on Monday, anytime after 10am.

Thanks

Vinnie

Vincent Deleonibus, Education Sales Manager | **The Wilson Group, LLC**

147 Delta Drive | Pittsburgh, PA 15238
o: 412-586-7191 ext. 108 | c: 412-417-8111
e: vdeleonibus@thewilsongroup.com | **w:** www.thewilsongroup.com

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AUTHORIZED DEALERS
• Sharp
• FP

BUSINESS ALLIANCES
• Pennsylvania Department of General Services - Costars
• National Joint Powers Alliance (NJPA)

ACCOLADES
• Pittsburgh Business Times Best Places to Work 2014, 2015, 2016, 2017
• Pittsburgh 100 Fastest Growing Companies 2015, 2016, 2017
• Sharp Platinum Level Service Provider 2014, 2015, 2016, 2017
• A+ BBB Business Accredited

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Exhibit 23

From: Jamie Glasser on behalf of Jamie Glasser <glasja@whsd.net>
Sent: Wednesday, August 21, 2019 6:00 AM EDT
To: James Harris <harrja@whsd.net>
CC: Mike Belmonte <mmbelmonte4@gmail.com>
Subject: Fw: Board Meeting

Good morning,
I'm going to need information and background on the copier question.

First, when was the tab added? It was removed entirely last week and I don't recall seeing it over the weekend.

Second, does this constitute an early termination and why are we doing that? Why is the recommendation to go with the more expensive contract, and were the early termination fee, return costs and others considered in determining which group to recommend?

I'd really like to talk about this.
Thanks,
Jamie

From: Vaughn, Michael <MVaughn@comdoc.com>
Sent: Tuesday, August 20, 2019 8:43:10 PM
To: Jamie Glasser <glasja@whsd.net>; Michael Belmonte <belmmi@whsd.net>; Jeff Hildebrand <hildje@whsd.net>; David Graves <gravda@whsdnet.onmicrosoft.com>; Chardae Seligsohn <selich@whsd.net>; Paige Strasbaugh <strapa@whsd.net>; Ronna Currie <currro@whsd.net>; Jeff Hanchett <hancje@whsd.net>; Terri Lawson <lawste@whsd.net>
Subject: Board Meeting

Woodland Hills School Board

It has come to my attention that the District intends on voting for the acceptance of new five year printing agreement with the Wilson Group with a monthly cost of $15,395/month.

As the incumbent vendor (ComDoc) we wish to ensure you are aware of a few considerations prior to voting for acceptance of this proposal:

1. Our proposed monthly lease upgrade cost (proposed on 8/20/2019) totals a monthly investment of only $11,028/month. The proposed Wilson Group printing agreement is an additional spend of $4,367/month or an additional $262,020 over the life of the new agreement.
2. Additionally, the decision to partner with the Wilson Group incurs a current lease "buy-out" with your lien holder (USB) of approximately $264,826 as your present lease vehicle though ComDoc does not expire until 2/1/2021. In addition this does not include the cost of shipping all assets. Based on terminating the lease early Woodland Hills is responsible to return all equipment at the end of the current lease. A rough estimate is about $300 per machine (approximately an additional $10,800) back to the lien holder).
3. The District was also made aware of the fact that outsourced printing costs (currently completed by a subsidiary print partner of ComDoc) will increase significantly due to the loss of our partnership. The District outsourced over 6,000,000 impressions over the last year at a deeply discounted rate to this print partner and while it is the goal of the leadership team of the district to significantly reduce this number, that additional increased cost will remain significant and should be considered.
4. Our record of service performance with the District, as can be confirmed by Steve Muiter and the technology team, is exceptional. We have maintained an overall machine uptime of 99.43% (measured against the total time any machine is inoperative during business hours) across the District's 126 different machines over the last 12 months. Our service response time (for technical challenges) across the District's 126 machines is 3.34 hours, which is well below the industry average.

These factors considered, we are confused as to the fiscal/strategic rationale behind the board's apparent decision to unseat a locally-operated, significantly more affordable and proven long-time incumbent print vendor that services more than 3,000 local partners and a significant amount of Western Pennsylvania's K-12 school districts.

We look forward to your feedback.

Warm regards,

Michael Vaughn
Regional Production & Solutions Manager
ComDoc, A Xerox Company

Phone: (800) 321-1009 x7522
Cell: (412) 889-6680
Email: MVaughn@comdoc.com

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Check out our newest blog article:
5 Ways to Tell That You Need a Managed IT Services Partner

Exhibit 24

From: Vaughn, Michael P <Michael.Vaughn@xerox.com>
Sent: Wednesday, September 11, 2019 11:13 AM EDT
To: Jamie Glasser <glasja@whsd.net>; muist@whsd.net <muist@whsd.net>; Gigliotti, Michael <giglmi@whsd.net>
CC: Custer, Matthew W <Matt.Custer@xerox.com>; Holtzer Jr, Ronald G <Ron.Holtzer@xerox.com>
Subject: Tonight's Meeting
Attachment(s): "Benefits of ComDoc for WHSD 9.10.19.doc"

Jamie, Steve, and Mike

I researched the website and noticed we are on the Agenda tonight for approval. Attached you will find a one pager of the benefits of our recommendation. I wanted to make sure if there was any discussion there was an easy way to review our proposal. Please let me know if you have any questions and I hope this helps

Michael Vaughn
Regional Production & Solutions Manager
ComDoc, A Xerox Company

Phone: (800) 321-1009 x7522
Cell: (412) 889-6680
Email: MVaughn@comdoc.com

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5 Ways to Tell That You Need a Managed IT Services Partner

BENEFITS OF AN ONGOING COMDOC PARTNERSHIP

1. The ComDoc solution fully refreshes a proven MFP fleet of higher total speed (pages per minute) than any competitive option currently considered by the District and one with a more than 99.4% asset uptime (measured as the time a machine is inoperable for **ANY** reason versus fully operational across 126 total machines). Our partnership received a grade of "A" from your entire IT support team in the two most recent account reviews conducted in 2019 and not a **single** negative rating of any kind from your end-users polled after every service call placed within the last full calendar year.

2. The ComDoc solution leverages the latest Xerox technology across a universal end-user platform rated by BLI Solutions laboratory as the "Document Imaging Solutions Line of the Year" now five years running (through 2018) against Sharp, Canon, Konica Minolta, Ricoh, HP and all other competitors.

3. The ComDoc proposed solution reduces the past usage of outsourced print, a print plan implemented at the District's request 10 years ago, and significantly reduces your operational spend while increasing teacher efficiencies associated with the storage, sharing and collaboration of internal and external documents.

4. Our partnership further leverages your past investment in the PaperCut print management solution, previously recommended and installed by ComDoc. Through upgrade of the current software and implementation of stricter print control of faculty printing per district request, the solution will further reduce unnecessary print and manage the process of print migration to in-house MFPs.

5. Our continued partnership leverages IT Staff and end-user familiarity, and documented approval and support of, our technology, print drivers, applications, and service processes of our more than 40 service technicians. For example, our technicians recently completed the annual summer check of every asset in the District before the start of the school year to best ensure a smooth start for your staff.

6. Our recommendation furthers a relationship with a partner that has demonstrated the willingness to provide savings to the District. In our first lease starting in 2011, we saved the District more than $100,000 from your previous vendor. At the District's request upon the start of the next lease, we added two MFPs, a 95 page-per-minute production printer, 30 desk-top printers and the PaperCut software solution for just an additional $241/month while providing the district a rebate check for $55,000. We leveraged our relationship with your current outsourced print provider, BAI, we absorbed four significant paper-cost price increases passed to all other non-ComDoc customers of BAI.

7. The proposed solution saves the District in excess of $220,000 over the next lease period. Projected savings associated with the elimination of outsourced print recommended by other providers may be recognized by all considered providers. If the District and ComDoc are eventually able to eliminate outsourced print entirely, our monthly savings would near **$11,162.74/month, $133,952.88 annually or $699,764.40 over the life of the lease.**

Exhibit 25

From: Vinnie Deleonibus <vdeleonibus@thewilsongroup.com>
Sent: Wednesday, September 11, 2019 5:19 PM EDT
To: James Harris <harrja@whsd.net>; Gigliotti, Michael <giglmi@whsd.net>; Steve Muiter <muitst@whsd.net>
CC: Derrick Wilson <DWilson@thewilsongroup.com>
Subject: FW: Woodland Hills SD Final Proposal
Attachment(s): "WHSD FINAL Proposal 091119.pdf"

All,
As per our phone conversation, our revised proposal is attached. I appreciate the consideration given and look forward to working with everyone.

Regards,

Vinnie

-----Original Message-----
From: Scanner <scanner@thewilsongroup.com> On Behalf Of scanner@
Sent: Wednesday, September 11, 2019 5:11 PM
To: Vinnie Deleonibus <vdeleonibus@thewilsongroup.com>
Subject: Woodland Hills SD Final Proposal

Reply to: scanner@thewilsongroup.com <scanner@thewilsongroup.com> Device Name: Not Set Device Model: MX-4141N
Location: Not Set

File Format: PDF (Medium)
Resolution: 600dpi x 600dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
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THE WILSON GROUP
KW23

Western PA's Elite
Provider of
Workflow Solutions

Confidential Proposal for

WOODLAND HILLS
SCHOOL DISTRICT

Woodland Hills School District

September 11, 2019

Proposal Submitted by:

Vincent Deleonibus
Education Sales Manager
vdeleonibus@thewilsongroup.com

The Wilson Group, LLC
Deutschtown Center, 3rd Floor
801 Vinial Street
Pittsburgh, PA 15212
Phone: 412-586-7191

THE WILSON GROUP
KW23

September 11, 2019

Woodland Hills School Board of Directors
Mr. James Harris
Mr. Mike Gigliotti
Mr. Steve Muiter
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104

Dear Sirs,

Thank you for considering The Wilson Group as your partner in workflow solutions decision making process.

The Wilson Group is a MBE/DBE/WBE owned company with over 30 years of experience in the arena of creating, producing, distributing and sharing of documents/information. The Wilson Group is in the business of under-promising and over-delivering workflow solutions that will consistently streamline workflow processes, increase employee productivity and decrease hard/soft costs.

In perusing the proposed solution, we believe that Woodland Hills School District (WHSD) will see that it is tailor fit to your specified wants and needs earmarked by you in our initial call. WHSD will be in a position to receive better support and service from The Wilson Group than anyone one in the industry can provide due to our truly decentralized business model. The Wilson Group is in a unique position to offer a quality product, unsurpassed service, and a fair and equitable investment all under our core value statement of "The Golden Rule".

We look forward to "earning the right" to becoming Woodland Hills School District's next vendor/partner as it pertains to your document delivery devices in the near future.

Again, thank you for this opportunity and feel free to call me or email me with any questions you might have. I can be reached at 412-586-7191.

Sincerely

Vincent Deleonibus

Vincent Deleonibus
Education Manager
The Wilson Group

THE WILSON GROUP
KW23

Areas of Focus for TWG Workflow Solution

1. Analysis of MFP & Printer inventory

2. Right-size based on average monthly volume and future workflow

3. Analyze usage and workflow for where consolidation and convergence of technology can occur

4. Evaluate current workflow and provide guidance to the district in regard to best-practices for the future.

5. Offer a flexible solution that can be adapted to future changes within the district.

6. Create a solution that allows the district to evolve with changing print/copy needs and behavior and with advancing technology (ie: Chromebooks, Google, etc)

7. Offer multiple, future opportunities to bring other areas of district processes under one umbrella, to streamline vendors, invoices, and processes (ie: Record retention/destruction, Print Management, etc)

8. Put the district in a better financial position that it is in today.

THE WILSON GROUP
KW23

District – Wide Assessment

Over the course of several days, the team from TWG worked with the technology team from WHHS to conduct a thorough district-wide assessment of the district's current document delivery devices, workflow, and managed print service program.

The assessment on the following pages summarizes the information that was gathered and processed. Four major areas were uncovered. Those areas of focus are:

1. The district has a fairly efficient layout of equipment in the buildings. There is some redundancy of copiers & printers that can be streamlined, but for the most part, the district is not over-saturated with desktop printers.
2. The current copier and printer fleet is made up of old, antiquated devices that are in various levels of disrepair and working ability. While most devices will print of copy, there are a number of missing parts, noises and slow-working devices.
    a. Most stand-alone printers are underutilized
    b. A high number of printers on current contract are not being utilized, thus wasting district money
    c. MFP's are slow and in disrepair
3. The District currently spends a significant amount of money to out-source copy jobs that can be easily produced in-house, reducing the district's spend and increasing availability of the print work.
4. It is very evident that the current vendor does not assist the district with any reviews, does not show a vested interest in the on-going evolution of the district, and has not put any input into the actual workflow that is happening.

#	Location 1	Location 2	Location 3	Recommended Equipment
1	SENIOR HIGH	FIRST FLOOR	ADMIN - MAIN OFFICE	Sharp MX-3571
2	SENIOR HIGH	FIRST FLOOR	ADMIN	Sharp MX-4071
3	SENIOR HIGH	FIRST FLOOR	ATHLETIC DIRECTOR	Sharp MX-M3571
4	SENIOR HIGH	FIRST FLOOR	MUSIC	Sharp MX-M3071
5	SENIOR HIGH	FIRST FLOOR	102	Sharp MX-M5071
6	SENIOR HIGH	FIRST FLOOR	LIBRARY	Sharp MX-M5071
7	SENIOR HIGH	FIRST FLOOR	LIBRARY	Sharp MX-M7570
8	SENIOR HIGH	FIRST FLOOR	LIBRARY	Sharp MX-M5071
9	SENIOR HIGH	FIRST FLOOR	133	Sharp MX-M6071
10	SENIOR HIGH	SECOND FLOOR	OFFICE NEXT TO 218	Sharp MX-3071
11	SENIOR HIGH	SECOND FLOOR	Room 236	Sharp MX-M6071
12	SENIOR HIGH	SECOND FLOOR	SCIENCE DEPT - NEXT TO 216	Sharp MX-M6071
13	SENIOR HIGH/PROMISE	SECOND FLOOR	PROMISE WING	Sharp MX-M5071
14	WILKINS ELEMENTARY	FIRST LEVEL	FRONT OFFICE	Sharp MX-6071
15	WILKINS ELEMENTARY	FIRST LEVEL	ROOM 100	Sharp MX-M6071
16	WILKINS ELEMENTARY	FIRST LEVEL	FACULTY LOUNGE	Sharp MX-M6071
17	WILKINS ELEMENTARY	SECOND LEVEL	FACULTY LOUNGE	Sharp MX - M5071
18	WOODLAND HILLS ACADEMY	GROUND FLOOR	FACULTY LOUNGE	Sharp MX-M6071
19	WOODLAND HILLS ACADEMY	MAIN FLOOR	MAIN OFFICE - PRINCIPAL	Sharp MX-6071
20	WOODLAND HILLS ACADEMY	SECOND FLOOR	LIBRARY	Sharp MX-M6071
21	WOODLAND HILLS ACADEMY	SECOND FLOOR	NEXT TO LIBRARY	Sharp MX-M5071
22	EDGEWOOD ELEMENTARY	FIRST FLOOR	A103	Sharp MX-M5071
23	EDGEWOOD ELEMENTARY	FIRST FLOOR	B101	Sharp MX-4071
24	EDGEWOOD ELEMENTARY	FIRST FLOOR	ADMIN - FACULTY ROOM	Sharp MX-M6071
25	EDGEWOOD ELEMENTARY	SECOND FLOOR	C212 - HALL	Sharp MX-M6071
26	Administration		FRONT OFFICE	Sharp MX-4071
27	Administration		ROOM 25	Sharp MX-4071
28	Administration		ROOM 26	Sharp MX-4071
29	Administration		ROOM 30	Sharp MX-4071
30	Administration		ROOM 32	Sharp MX-4071
31	Administration		ROOM 34	Sharp MX-4071
32	Administration		TRANSPORTATION OFFICE	Sharp MX-4071
33	Intermediate	FIRST FLOOR	ROOM 107	Sharp MX-M7570
34	Intermediate	SECOND FLOOR	ROOM 203	Sharp MX-M6071
35	Intermediate	SECOND FLOOR	MAIN OFFICE	Sharp MX-6071
36	Intermediate	SECOND FLOOR	ROOM 228	Sharp MX-M6071

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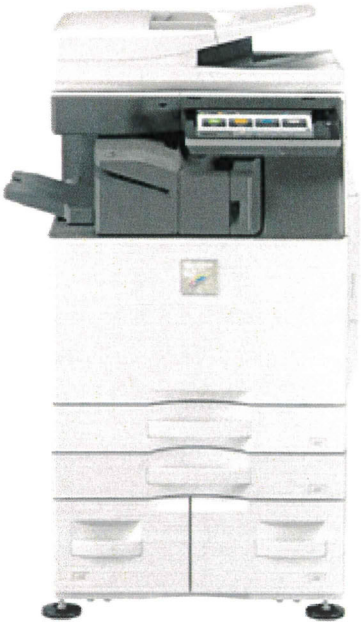
Recommended Device Specifications

SHARP MX-M7570N (Mono Workgroup Document System)

Copy/Print/Scan
65/75 PPM Black/White
43 Seconds or Less Warm-up Time
200 IPM Scans per Minutes (up to 11X17)
150 Sheets DSPF with Original Size Detection
5 GB Copy/Scan Printer Memory
500 GB Hard Disk Drive
1200 x 1200 DPI Printing Resolution
10.1" High Resolution Touch Panel
Scan to Email, Desktop, Folder, HDD & OCR
3,100 Sheet Paper Capacity (1,250/850/500/500/100
Stapler Finisher (up to 65 Sheets Stapled)
Fax Expansion Kit
QWERTY Keyboard
Buit in OCR (Convert scan to Microsoft office files)
Walk up Motion Sensor

SHARP MX-3071, 3571, 4071, 5071 (Full-Color Workgroup Document System)

30, 35 40, & 50 ppm Black/White and Color
4.7 First Copy Speed/Black and White
6.7 First Copy Speed/Color
10 Seconds or Less Warm-up Time
200 Scans per Minute (up to 11X17)
150 Sheet Duplex Single Pass Feeder with Size Detection
5 GB Copy/Scan Printer Memory, 500 GB Hard Disk Drive
1200 X 1200 dpi Printing Resolution
10.1" High Resolution Touchpanel
Retractable Keyboard
Scan to Email, Desktop, Folder, HDD & OCR
Scan Directly To *Word, Powerpoint, & Excel*
2,300 Sheet Paper Capacity (550/550/900/1200/100)
Inner Finisher W/Convenience Stapler (Up To 50 Sheets)
Easy Walk Up Motion Sensor
Built-In Wireless



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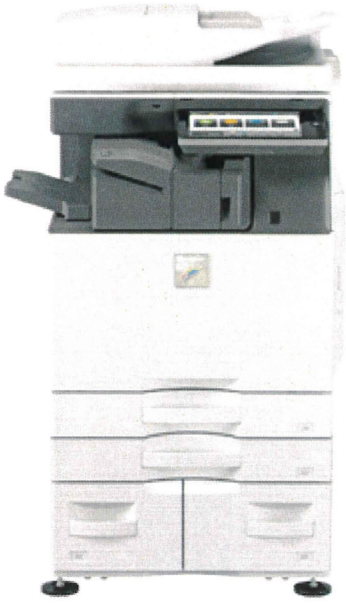
SHARP MX-M3071, M3571, M4071, M5071, M6071 (Color Production Workhorse System)

Copy/Print/Scan
30/35/40/50/60 PPM Black/White
29 Seconds or Less Warm-up Time
200 IPM Scans per Minutes (up to 11X17)
150 Sheet DSPF with Original Size Detection
5 GB Copy/Scan Printer Memory
500 GB Hard Disk Drive
1200 x 1200 DPI Printing Resolution
10.1" High Resolution Touch Panel
    Scan to Email, Desktop, Folder, HDD & OCR
    3,100 Sheet Paper Capacity (550/550/900/1200/100)
Stapler Finisher (up to 50 Sheets Stapled)
Mobil/Air Print Capabilities
Fax Expansion Kit
QWERTY Keyboard
Built in OCR (Convert scan to Microsoft office files)
Walk up Motion Sensor



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Recommended investment Analysis

** Installation, October 2019

All Options Include the Following:

- Hardware, as listed above
- Maintenance Agreement
- Payoff of Existing Lease
- PaperCut MF
- TWG Maintenance Agreement
- TWG Premier Installation Services
- Training on all devices (On-Going at No Cost)
- Return of Existing Devices to Leasing Company (TWG to store until due)

60 Month Agreement (+ 90 days deferred first payment)
including Maintenance Agreement:
$11,859.00

- Maintenance Agreement – Base Volumes listed below are included:
  - 7,000,000 b/w pages ANNUALLY, overages billed at $0.003 (= 583,333 b/w pages per month)
  - 300,000 color pages ANNUALLY, overages billed at $0.039 (=25,000 color page per month)
  - **Overages billed annually

The Wilson Group Agrees to the following additional items:

1. Non-Appropriation of Funding clause will allow for devices to be removed from the lease should a program be cut or loose funding during the term of the contract.
2. Upon annual reconciliation, should the district be below the annual page allowance, the next year's lease will receive a credit and the lease payment will be adjusted accordingly.

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Financial Analysis

Current Total Monthly Expense:

Lease + Maintenance:	$15,778.00

Proposed Monthly Investment:

Hardware + Maintenance Lease:	$11,859.00

Average Monthly Savings:	$3,919.00
Annual Savings:	$47,028.00
5-Year Program Savings:	$235,140.00

The Wilson Group Maintenance Agreement

- Includes all Toner, Parts, Labor, Supplies, Maintenance, Training

-Delivery & Set-up of new devices, including all networking and configuration.

-Removal and storage/shipment of all existing units.

-Agreement pertains to all copiers and desktops printers

- **Guaranteed 4 hours or less service response time**
- **Utilization of Sharp MICAS diagnostic service tool**
  - **Automatic Meter Reads**
  - **Real-time service diagnostics**
  - **Remote toner monitoring**
- **The Wilson Group No-Risk Guarantee**

To Place a service call:

1. Either call or email The Wilson Group
2. Receive confirmation call from technician to diagnose the problem remotely & determine if on-site technician is needed
3. Technician on-site within 4 hours of receipt of the call.

To place a supply order:

1. Either call or email The Wilson Group
2. If order is received by 11:00 am, supplies are guaranteed next day, if placed after 11:00 am, guaranteed within 48 hours.

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RECOMMENDED SOFTWARE SOLUTION INCLUDED IN THIS PROPOSAL

PaperCut™

- Unlimited User Licenses
- 36 embedded MFP Licenses
- Installation & Training
- 5 years of support included
- Know who, what, when and where a job was printed
- Follow-Me Printing Included

PaperCut will provide the district with complete audit trail and control of every document printed.

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BENEFITS OF THE WILSON GROUP SOLUTION

1. Opportunity to implement a comprehensive, streamlined workflow solution which will supply the district with the necessary hardware and software. The combination of both will allow the district to implement a true, strategic solution that allows teachers the resources they want and need, but does so in a manner that the district can control and help eliminate unnecessary equipment, reduce usage, and ultimately reduce investment costs.

2. Opportunity to refresh current, troublesome Xerox MFP's with the newest, award-winning Sharp MFP's and Brother printers. Sharp MFP's will provide a universal user platform across the entire fleet.

3. Opportunity to create standards and a uniformed solution throughout the district that will evolve with the changing school environment and re-organization. Additional 75 Page Per minute device PER Building is included in the proposed solution to assist in reorganization.

4. Implementation of PaperCut on all devices (Embedded on MFP's) and managing all printers, which will create a true print workflow, provide detailed usage and behavior reporting, and create a true solution. PaperCut will also provide the tools to push all color prints to the lowest-cost alternative, via the MFP's.

5. Opportunity to have your workflow analyzed, reviewed and restructured through the Wilson Group's management tool. Through ongoing 90 day reviews we will work together to measure the original agreement against your current workflow and make the appropriate amendments to ensure that CUSTOMER is maximizing the return on their workflow investment.

6. Opportunity to partner with the regions premier Sharp workflow solutions dealership and receive unsurpassed service through our experienced tech team and remote diagnosis help desk(Sharp Platinum Service, Sharp Northeast Dealer of the Year, Sharp Hyakuman Kai Status, Best Places to Work, Pittsburgh Business Times #1 Fastest Growing Company in Region). TWG is also a certified MBE/DBE Partner.

7. Opportunity to capitalize on The Wilson Group Technology Refresher Upgrade Clause (48 months). This allows the district to acquire new technology every 48 months, while doing so at a monthly finance rate equal to that of a 60 month agreement.
8. All of these benefits to be implemented by converting the current financial expenditure into a workflow investment. Based on current figures, the district can accomplish all of this while saving $3,919/month, $47,028/year, and $235,140.00 over the life of the 5 year agreement.

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THE WILSON GROUP 48-MONTH TECHNOLOGY REFRESHER CLAUSE PRESENTED TO:

Woodland Hills School District

In moving forward with The Wilson Group as your Document Workflow Provider, we would like to present to you our "Technology Refresher Clause". During our partnership, if Woodland Hills School District maintains a current pay history with The Wilson Group, we will provide the option of upgrading your entire fleet of devices at the 48^{h} month of the 60 month commitment.

Upon entering your 48th month of our partnership, The Wilson Group will refresh the entire fleet of devices with the another 48 month Technology Refresher Clause. The monthly investment will remain the same. However, if upon assessing the district's needs it is determined that the fleet should be increased or decreased (based off of growth or change), the monthly investment will reflect such change. This will be determined off of volumes, feeds, speeds, and needs.

The Wilson Group looks forward to a long lasting technology partnership with Woodland Hills School District and as always, thank you for allowing us the opportunity.

_____	_____	_____	_____
Derrick Wilson The Wilson Group	Date	Woodland Hills School District	Date

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4 HOUR SERVICE GUARANTEE

(In addition to No-Risk Guarantee)

The Wilson Group will guarantee to Woodland Hills School District a service response time of 4 hours or less. A technician will be on-site within 4 hours of the receipt of the phone call or electronic service request, provided the request is received an acknowledged by The Wilson Group prior to 1:00 pm. A reasonable attempt will be made to arrive on-site if calls are placed after 1:00 pm. If a technician is unable to arrive at the building prior to closing for the day, the call will be responded to first thing the following morning.

_____

Derrick Wilson, President
The Wilson Group

_____

Woodland Hills School District

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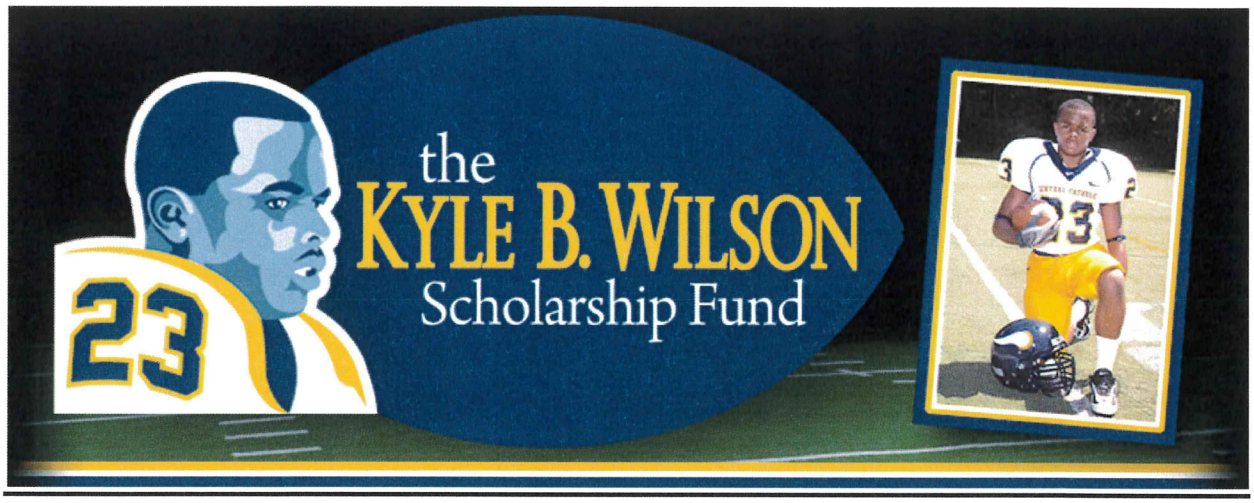

Mission Statement:

The fund has been created to keep Kyle's legacy alive while assisting students and their families who find themselves in extraordinary financial circumstances. The scholarship funds are intended to help students and their families pay for the many expenses related to a quality education.

The Wilson Group will award a $2,000 scholarship, to a graduating senior, who meets and exceeds the standards set forth by the tenants of the scholarship. Each student will apply online and be judged accordingly.

We pledge this scholarship for the term of our contract, minimum of 5 years.

Woodland Hills School District

Derrick Wilson, President

Exhibit 26

From: Vaughn, Michael P <Michael.Vaughn@xerox.com>
Sent: Thursday, September 12, 2019 9:36 AM EDT
To: Gigliotti, Michael <giglmi@whsd.net>
Subject: Last Night

Mike

Obviously very disappointed that the agenda was changed late in the day yesterday to reflect the district going with the Wilson Group. They have moved from being approved just two weeks ago at 18,000 to 11,900 last night. Not sure how nobody can questions that. I want to make sure everyone in the district is aware of how this would work if you do vote next week to move forward with the Wilson Group.

- The remaining balance to include service needs to be paid off.
- Units will need to be stored to the end of the agreement at which time Woodland Hills will be responsible for the return
- Before taking the units out of service all meter reads will need to be turned in to ComDoc to include printers.

Michael Vaughn
Regional Production & Solutions Manager
ComDoc, A Xerox Company

Phone: (800) 321-1009 x7522
Cell: (412) 889-6680
Email: MVaughn@comdoc.com

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5 Ways to Tell That You Need a Managed IT Services Partner

Exhibit 27

From: Gigliotti, Michael
Sent: Thursday, September 12, 2019 9:48 AM EDT
To: James Harris <harrja@whsd.net>; Steve Muiter <Muitst@whsd.net>
Subject: FW: Another Thought

fyi

Michael A. Gigliotti
Business Manager/Board Secretary
Woodland Hills School District
531 Jones Avenue
Braddock PA 15104-2418
P 412-731-1300 x 0133
C 412-475-4416
F 412-273-3603
giglmi@whsd.net

From: Vaughn, Michael P [mailto:Michael.Vaughn@xerox.com]
Sent: Thursday, September 12, 2019 9:46 AM
To: Gigliotti, Michael <giglmi@whsd.net>
Subject: Another Thought

Mike

Are we able to give another proposal. Obviously the Wilson Group was provided a last chance.

Michael Vaughn
Regional Production & Solutions Manager
ComDoc, A Xerox Company

Phone: (800) 321-1009 x7522
Cell: (412) 889-6680
Email: MVaughn@comdoc.com

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5 Ways to Tell That You Need a Managed IT Services Partner

Exhibit 28

From: Vaughn, Michael P <Michael.Vaughn@xerox.com>
Sent: Monday, September 16, 2019 9:56 AM EDT
To: Jamie Glasser <glasja@whsd.net>; Michael Belmonte <belmmi@whsd.net>; Jeff Hildebrand <hildje@whsd.net>; David Graves <gravda@whsdnet.onmicrosoft.com>; Chardae Seligsohn <selich@whsd.net>; Paige Strasbaugh <strapa@whsd.net>; Ronna Currie <currro@whsd.net>; Jeff Hanchett <hancje@whsd.net>; Terri Lawson <lawste@whsd.net>
Subject: Board Meeting

Dear Woodland Hills School District Board Members…

It's come to our attention you've recently discussed the approval of the Wilson Group's recommendation to replace us as the District's print vendor. In their proposal they allege that we have been negligent in saving the District money and in our maintenance of the equipment. I know when we met with the Board a few of you seemed to be especially focused on both items and we felt we should outline each below.

We've responded and documented that we saved the District more than $100,000 in the first lease period, provided a $55,000 rebate check in the second and are proposing a current solution that will conservatively save the District an additional $220,000 – totaling more than $380,000 in documented savings. We've also documented the overwhelming support of your entire IT staff of Technology Coaches and many of your teachers – the very staff the Board serves.

Two weeks ago, based upon the guidance of the Superintendent, the District planned to vote on the acceptance of a proposal from the Wilson Group with a monthly investment of $15,395/month (this plan was resubmitted from the Wilson Group after their initial recommendation of more than $18,000/month). Unless we intervened, this plan would have cost the District $262,020 more than our recommended solution at the time. The current Wilson Group recommendation has been reduced yet again to $11,859/month – coincidentally just $40/month less than the proposed monthly spend associated with our original recommended solution. Since it appears The Wilson Group has been provided repeated opportunity to reduce cost, we would expect the same final opportunity.

We struggle to understand the rationality of a decision to unseat a proven incumbent vendor with the support of your technical team and staff based primarily upon claims of lost savings potential when considering the approval of one that would have, just three weeks ago, asked you to spend $3,536/month more (or $212,160 over the next five years) than you need to, especially when that very vendor so champions having the best interest of the District at heart.

Warm regards,

Michael Vaughn
Regional Production & Solutions Manager
ComDoc, A Xerox Company

Phone: (800) 321-1009 x7522
Cell: (412) 889-6680
Email: MVaughn@comdoc.com

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5 Ways to Tell That You Need a Managed IT Services Partner

Exhibit 29

From: Vinnie Deleonibus <vdeleonibus@thewilsongroup.com>
Sent: Tuesday, August 20, 2019 3:04 PM EDT
To: Gigliotti, Michael <giglmi@whsd.net>; James Harris <harrja@whsd.net>; Steve Muiter <muitst@whsd.net>
Subject: Woodland Hills SD Proposal
Attachment(s): "Woodland Hills SD Proposal - FINAL - 082019.pdf"

Mr. Gigliotti, Mr. Harris, and Mr. Muiter,

Thank you for the time this afternoon. From our discussion, here is the proposal as mutually agreed to be presented to the school board for approval tomorrow night.

I look forward to working with you all.

Steve, once approved, I'll be in touch to start to plan how we are going to get this done.

Thanks!

Vinnie

-----Original Message-----
From: Scanner <scanner@thewilsongroup.com> On Behalf Of scanner@
Sent: Tuesday, August 20, 2019 2:53 PM
To: Vinnie Deleonibus <vdeleonibus@thewilsongroup.com>
Subject: Woodland Hills SD Proposal

Reply to: scanner@thewilsongroup.com <scanner@thewilsongroup.com> Device Name: Not Set Device Model: MX-4141N
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/

THE WILSON GROUP
KW23

Western PA's Elite
Provider of
Workflow Solutions

Confidential Proposal for

WOODLAND HILLS
SCHOOL DISTRICT

Woodland Hills School District

August 20, 2019

Proposal Submitted by:

Vincent Deleonibus
Education Sales Manager
vdeleonibus@thewilsongroup.com

The Wilson Group, LLC
Deutschtown Center, 3rd Floor
801 Vinial Street
Pittsburgh, PA 15212
Phone: 412-586-7191

THE WILSON GROUP
KW23

August 20, 2019

Mr. James Harris
Mr. Mike Gigliotti
Mr. Steve Muiter
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104

Dear Sirs,

Thank you for considering The Wilson Group as your partner in workflow solutions decision making process.

The Wilson Group is a MBE/DBE/WBE owned company with over 30 years of experience in the arena of creating, producing, distributing and sharing of documents/information. The Wilson Group is in the business of under-promising and over-delivering workflow solutions that will consistently streamline workflow processes, increase employee productivity and decrease hard/soft costs.

In perusing the proposed solution, we believe that Woodland Hills School District (WHSD) will see that it is tailor fit to your specified wants and needs earmarked by you in our initial call. WHSD will be in a position to receive better support and service from The Wilson Group than anyone one in the industry can provide due to our truly decentralized business model. The Wilson Group is in a unique position to offer a quality product, unsurpassed service, and a fair and equitable investment all under our core value statement of "The Golden Rule".

We look forward to "earning the right" to becoming Woodland Hills School District's next vendor/partner as it pertains to your document delivery devices in the near future.

Again, thank you for this opportunity and feel free to call me or email me with any questions you might have. I can be reached at 412-586-7191.

Sincerely

Vincent Deleonibus

Vincent Deleonibus
Education Manager
The Wilson Group

THE WILSON GROUP
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Areas of Focus for TWG Workflow Solution

1. Analysis of MFP & Printer inventory

2. Right-size based on average monthly volume and future workflow

3. Analyze usage and workflow for where consolidation and convergence of technology can occur

4. Evaluate current workflow and provide guidance to the district in regard to best-practices for the future.

5. Offer a flexible solution that can be adapted to future changes within the district.

6. Create a solution that allows the district to evolve with changing print/copy needs and behavior and with advancing technology (ie: Chromebooks, Google, etc)

7. Offer multiple, future opportunities to bring other areas of district processes under one umbrella, to streamline vendors, invoices, and processes (ie: Record retention/destruction, Print Management, etc)

8. Put the district in a better financial position that it is in today.

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District – Wide Assessment

Over the course of several days, the team from TWG worked with the technology team from WHHS to conduct a thorough district-wide assessment of the district's current document delivery devices, workflow, and managed print service program.

The assessment on the following pages summarizes the information that was gathered and processed. Four major areas were uncovered. Those areas of focus are:

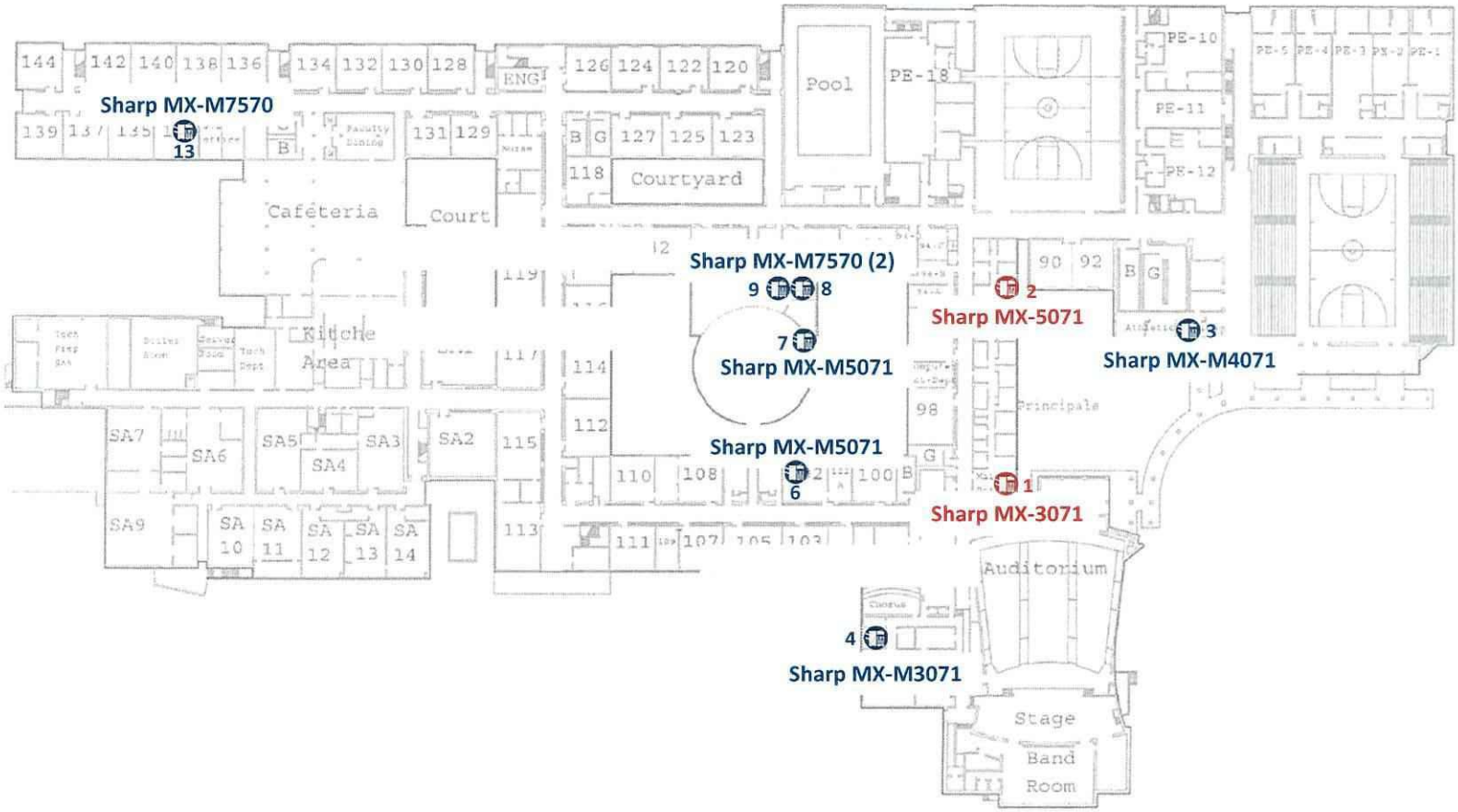
1. The district has a fairly efficient layout of equipment in the buildings. There is some redundancy of copiers & printers that can be streamlined, but for the most part, the district is not over-saturated with desktop printers.
2. The current copier and printer fleet is made up of old, antiquated devices that are in various levels of disrepair and working ability. While most devices will print of copy, there are a number of missing parts, noises and slow-working devices.
    a. Most stand-alone printers are underutilized
    b. A high number of printers on current contract are not being utilized, thus wasting district money
    c. MFP's are slow and in disrepair
3. The District currently spends a significant amount of money to out-source copy jobs that can be easily produced in-house, reducing the district's spend and increasing availability of the print work.
4. It is very evident that the current vendor does not assist the district with any reviews, does not show a vested interest in the on-going evolution of the district, and has not put any input into the actual workflow that is happening.

#	Location 1	Location 2	Location 3	Recommended Equipment
1	SENIOR HIGH	FIRST FLOOR	ADMIN - MAIN OFFICE	Sharp MX-3071
2	SENIOR HIGH	FIRST FLOOR	ADMIN	Sharp MX-5071
3	SENIOR HIGH	FIRST FLOOR	ATHLETIC DIRECTOR	Sharp MX-M4071
4	SENIOR HIGH	FIRST FLOOR	MUSIC	Sharp MX-M3071
5	SENIOR HIGH	FIRST FLOOR	102	Sharp MX-M5071
6	SENIOR HIGH	FIRST FLOOR	LIBRARY	Sharp MX-M5071
7	SENIOR HIGH	FIRST FLOOR	LIBRARY	Sharp MX-M7570
8	SENIOR HIGH	FIRST FLOOR	LIBRARY	Sharp MX-M7570
9	SENIOR HIGH	FIRST FLOOR	133	Sharp MX-M7570
10	SENIOR HIGH	SECOND FLOOR	OFFICE NEXT TO 218	Sharp MX-3571
11	SENIOR HIGH	SECOND FLOOR	Room 236	Sharp MX-M7570
12	SENIOR HIGH	SECOND FLOOR	SCIENCE DEPT - NEXT TO 216	Sharp MX-M7570
13	SENIOR HIGH/PROMISE	SECOND FLOOR	PROMISE WING	Sharp MX-M5071
14	WILKINS ELEMENTARY	FIRST LEVEL	FRONT OFFICE	Sharp MX-5071
15	WILKINS ELEMENTARY	FIRST LEVEL	ROOM 100	Sharp MX-M7570
16	WILKINS ELEMENTARY	FIRST LEVEL	FACULTY LOUNGE	Sharp MX-M7570
17	WILKINS ELEMENTARY	SECOND LEVEL	FACULTY LOUNGE	Sharp MX - M7570
18	TURTLE CREEK ELEMENTARY	GROUND FLOOR	FACULTY LOUNGE	Sharp MX-M7570
19	TURTLE CREEK ELEMENTARY	MAIN FLOOR	MAIN OFFICE - PRINCIPAL	Sharp MX-5071
20	TURTLE CREEK ELEMENTARY	SECOND FLOOR	LIBRARY	Sharp MX-M7570
21	TURTLE CREEK ELEMENTARY	SECOND FLOOR	NEXT TO LIBRARY	Sharp MX-M7570
22	EDGEWOOD ELEMENTARY	FIRST FLOOR	A103	Sharp MX-M5071
23	EDGEWOOD ELEMENTARY	FIRST FLOOR	B101	Sharp MX-5071
24	EDGEWOOD ELEMENTARY	FIRST FLOOR	ADMIN - FACULTY ROOM	Sharp MX-M6071
25	EDGEWOOD ELEMENTARY	SECOND FLOOR	C212 - HALL	Sharp MX-M7570
26	ADMINISTRATION	MAIN FLOOR	FRONT OFFICE	Sharp MX-3571
27	ADMINISTRATION	MAIN FLOOR	ROOM 25	Sharp MX-3571
28	ADMINISTRATION	MAIN FLOOR	ROOM 26	Sharp MX-3571
29	ADMINISTRATION	MAIN FLOOR	ROOM 30	Sharp MX-3571
30	ADMINISTRATION	MAIN FLOOR	ROOM 32	Sharp MX-3571
31	ADMINISTRATION	MAIN FLOOR	ROOM 34	Sharp MX-4071
32	ADMINISTRATION	MAIN FLOOR	TRANSPORTATION OFFICE	Sharp MX-3571
33	INTERMEDIATE	FIRST FLOOR	ROOM 107	Sharp MX-M7570
34	INTERMEDIATE	SECOND FLOOR	ROOM 203	Sharp MX-M7570
35	INTERMEDIATE	SECOND FLOOR	MAIN OFFICE	Sharp MX-5071
36	INTERMEDIATE	SECOND FLOOR	ROOM 228	Sharp MX-M7570

WOODLAND HILLS
SCHOOL DISTRICT

High School
1st Floor

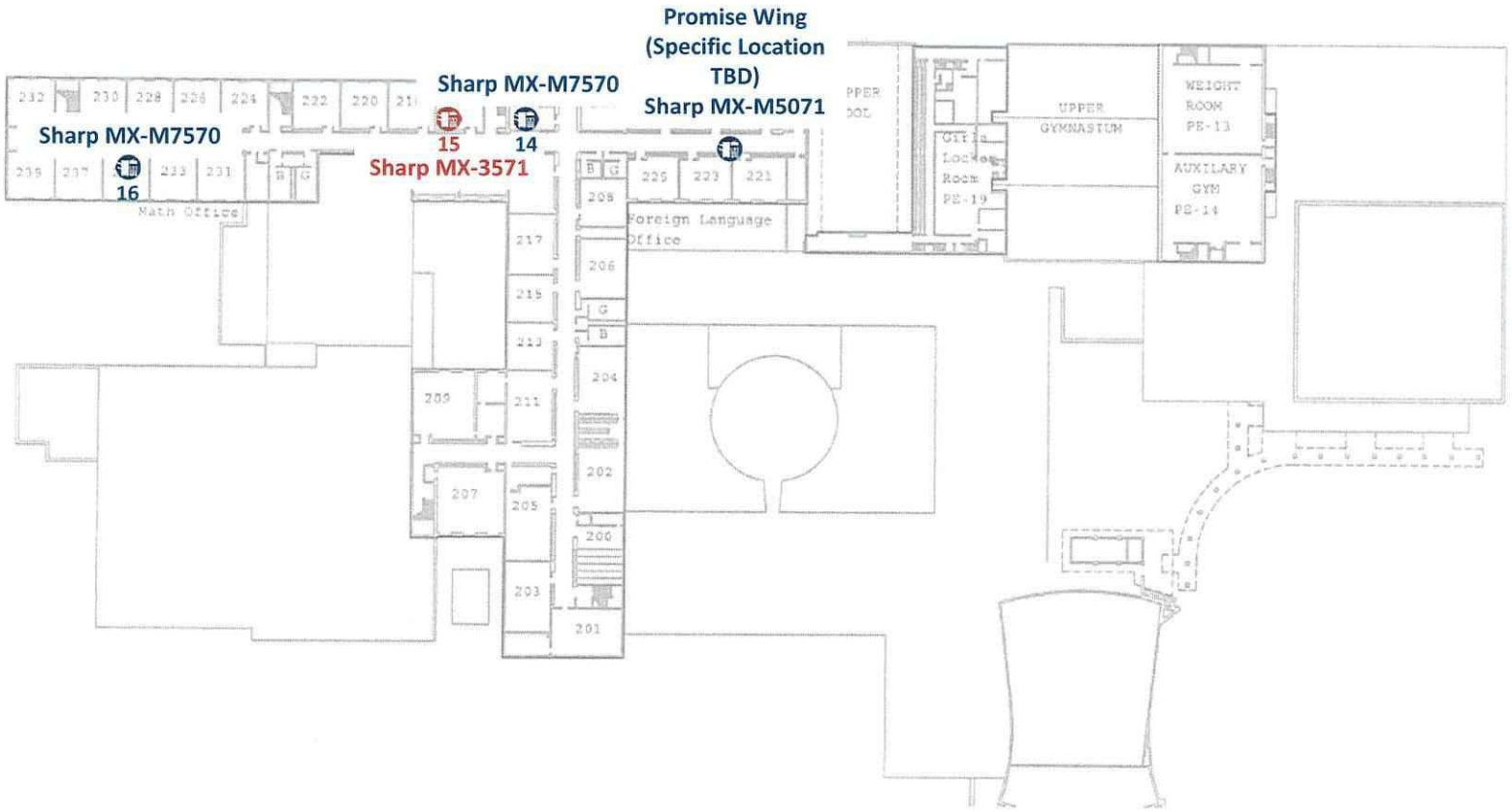
- *A4 B&W Printer*
- *A4 Color MFP*
- *A3 B&W MFP*
- *A3 Color MFP*



WOODLAND HILLS
SCHOOL DISTRICT

High School
2nd Floor

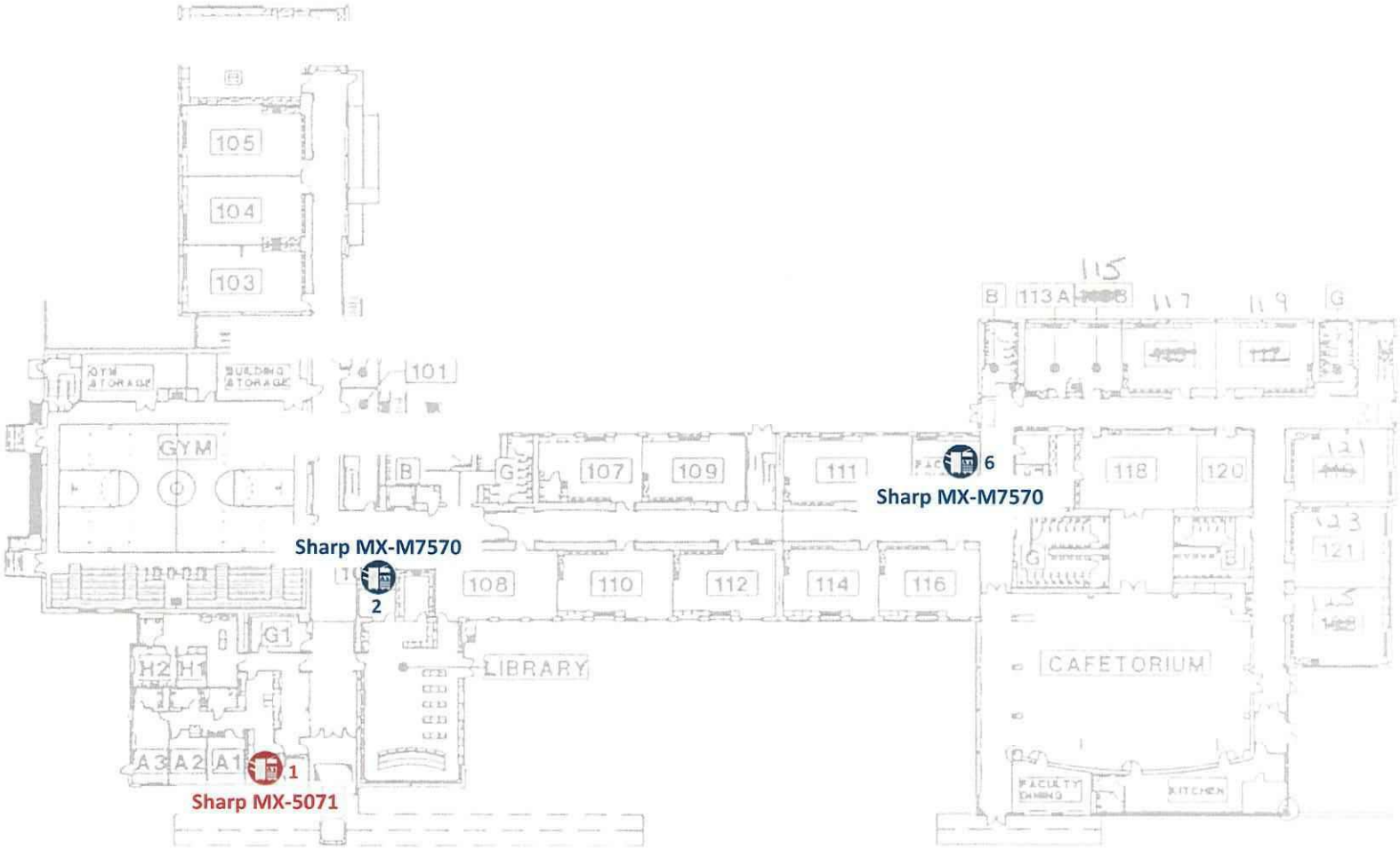
- *A4 B&W Printer*
- *A4 Color MFP*
- *A3 B&W MFP*
- *A3 Color MFP*



WOODLAND HILLS
SCHOOL DISTRICT

Wilkins Elementary
1st Floor

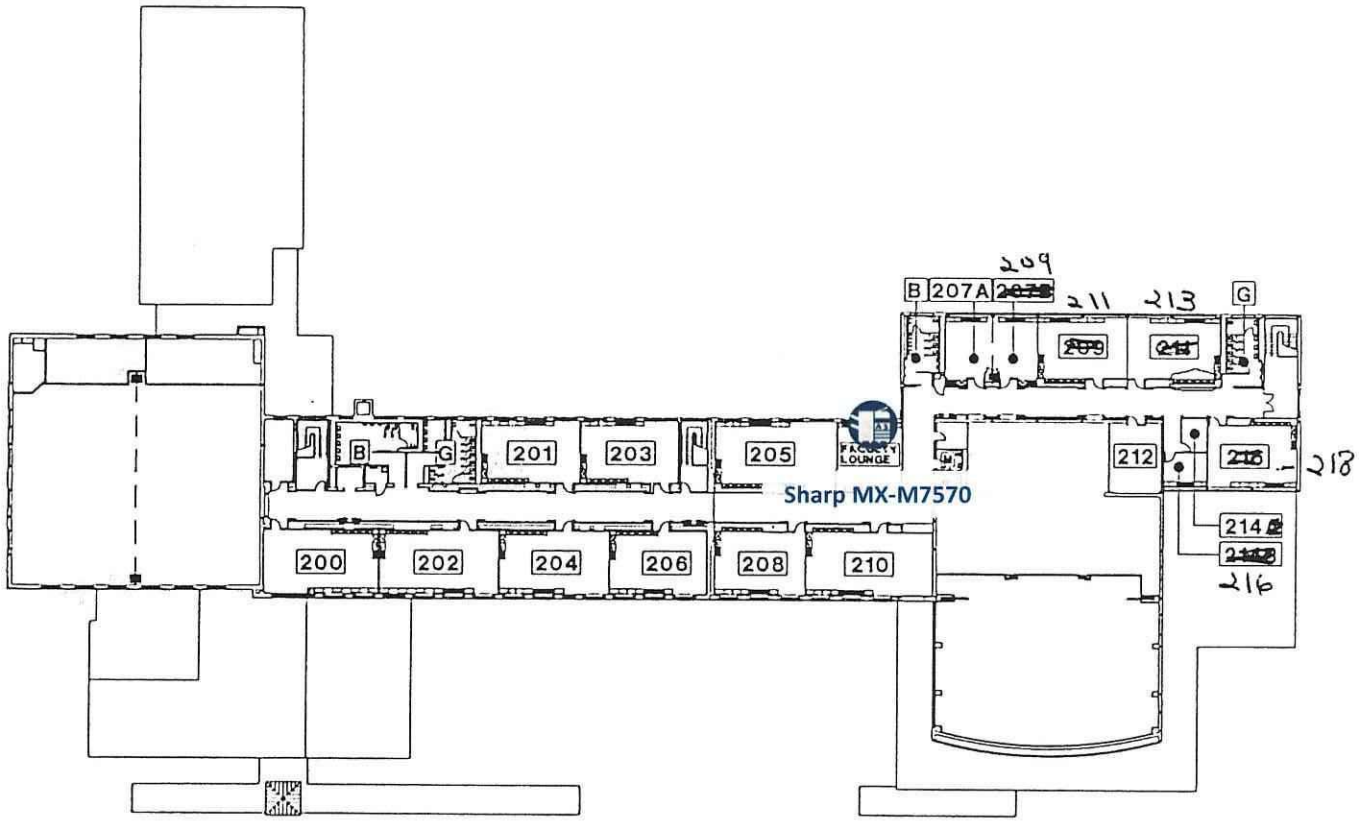
- *A4 B&W Printer*
- *A4 Color MFP*
- *A3 B&W MFP*
- *A3 Color MFP*



WOODLAND HILLS
SCHOOL DISTRICT

Wilkins Elementary
2nd Floor

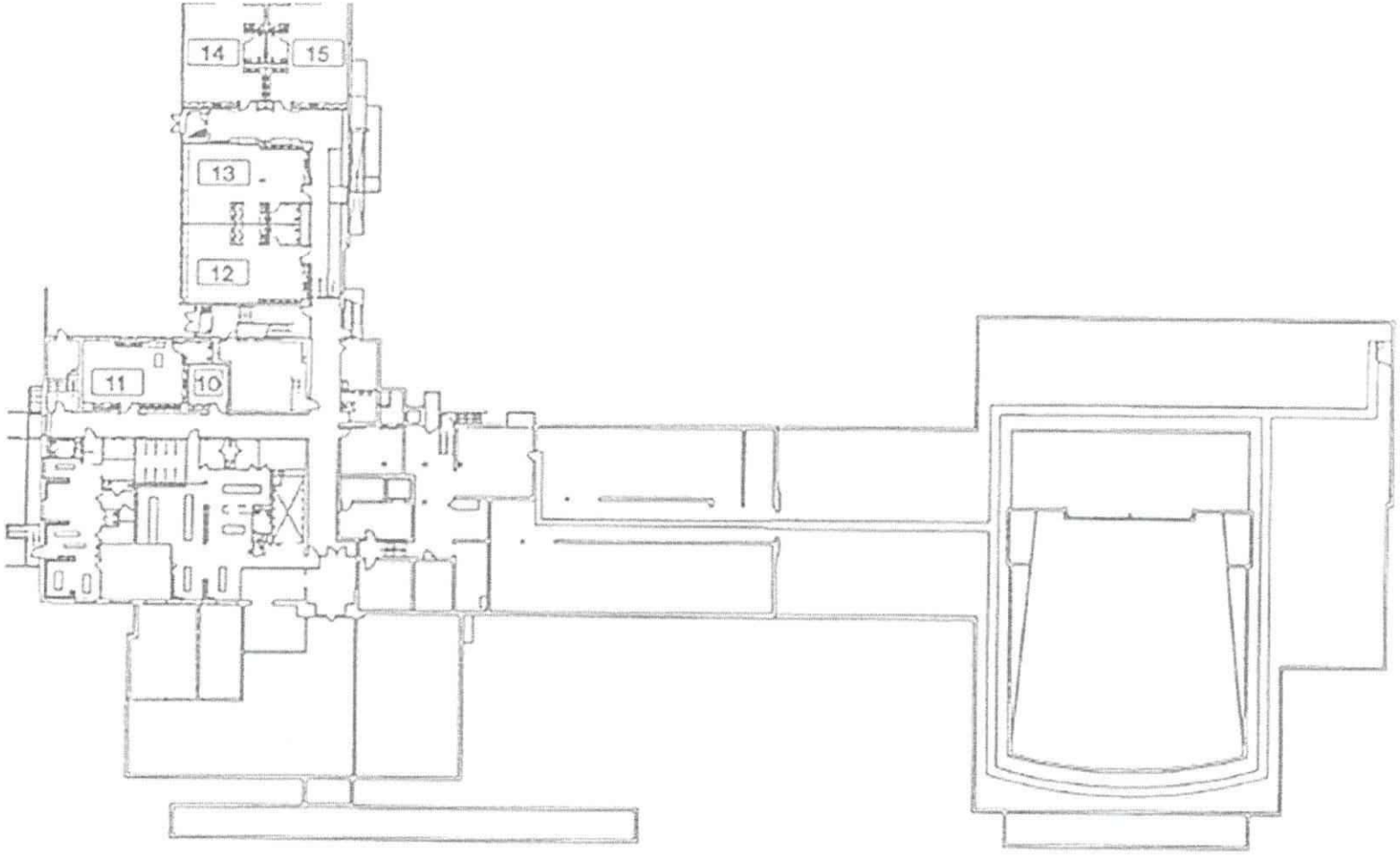
- *A4 B&W Printer*
- *A4 Color MFP*
- *A3 B&W MFP*
- *A3 Color MFP*



WOODLAND HILLS
SCHOOL DISTRICT

Wilkins Elementary
Ground Floor

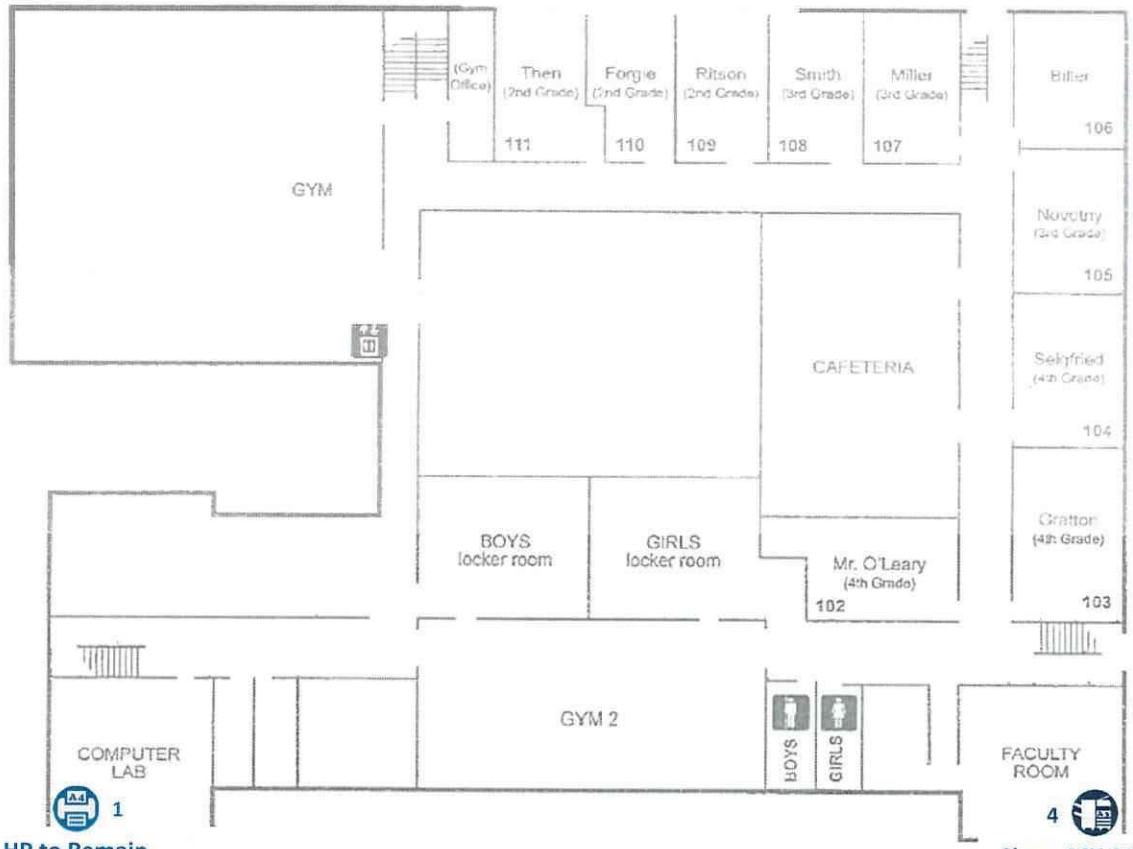
- *A4 B&W Printer*
- *A4 Color MFP*
- *A3 B&W MFP*
- *A3 Color MFP*



WOODLAND HILLS
SCHOOL DISTRICT

Academy - Ground Floor

- *A4 B&W Printer*
- *A4 Color MFP*
- *A3 B&W MFP*
- *A3 Color MFP*



1
HP to Remain

4
Sharp MX-M7570

WOODLAND HILLS
SCHOOL DISTRICT

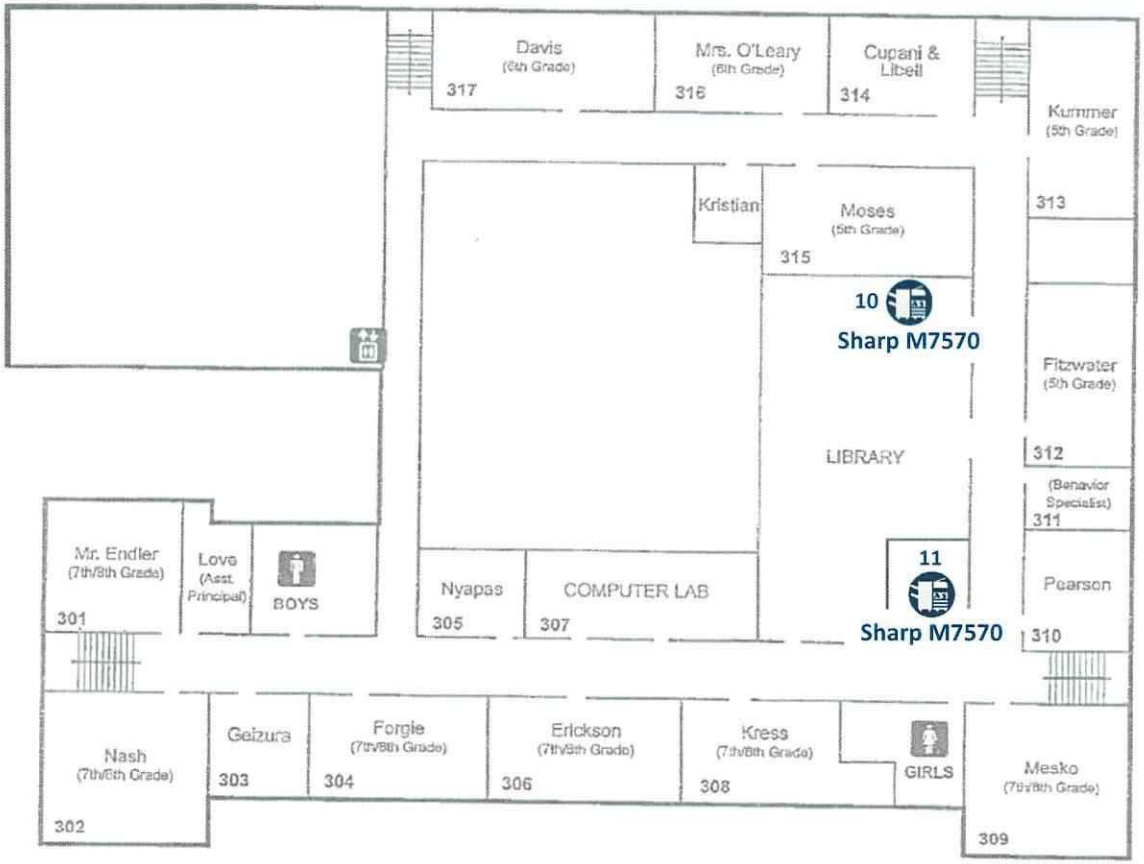
Academy - Main Floor

- *A4 B&W Printer*
- *A4 Color MFP*
- *A3 B&W MFP*
- *A3 Color MFP*

WOODLAND HILLS
SCHOOL DISTRICT

Academy - 2nd Floor

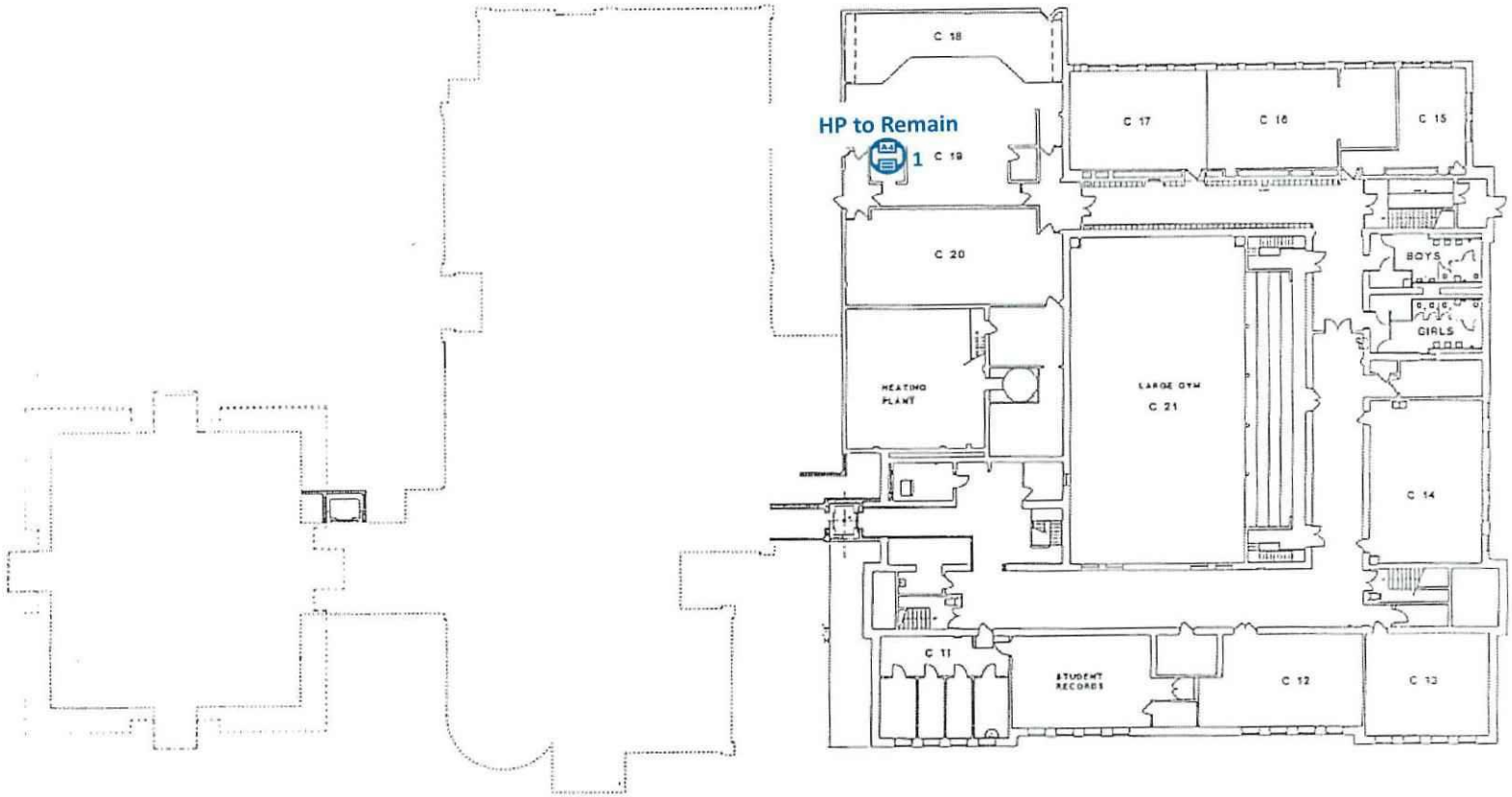
- *A4 B&W Printer*
- *A4 Color MFP*
- *A3 B&W MFP*
- *A3 Color MFP*



WOODLAND HILLS
SCHOOL DISTRICT

Edgewood Elementary
Lower Level

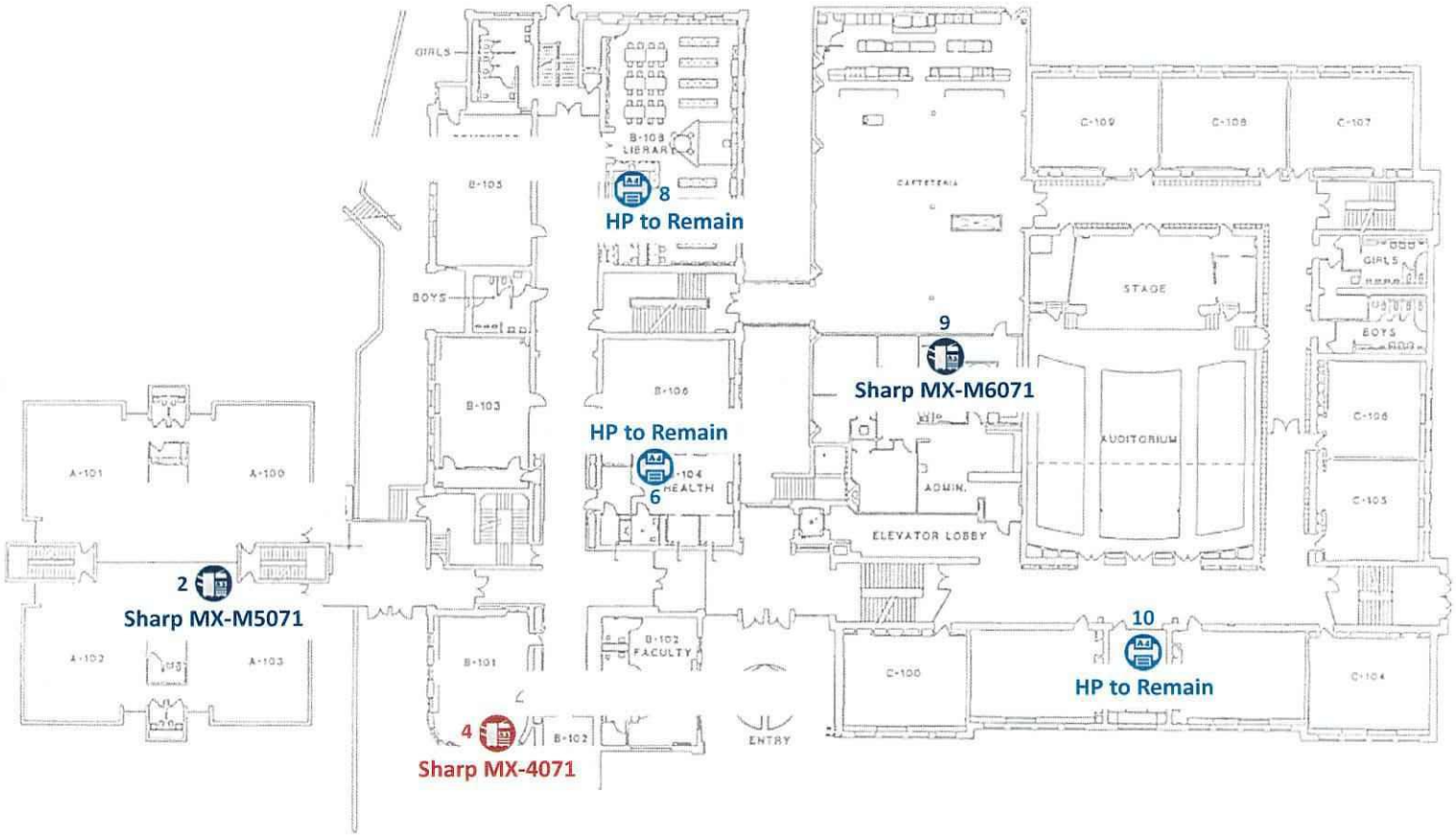
- *A4 B&W Printer*
- *A4 Color MFP*
- *A3 B&W MFP*
- *A3 Color MFP*



WOODLAND HILLS
SCHOOL DISTRICT

Edgewood Elementary
1st Floor

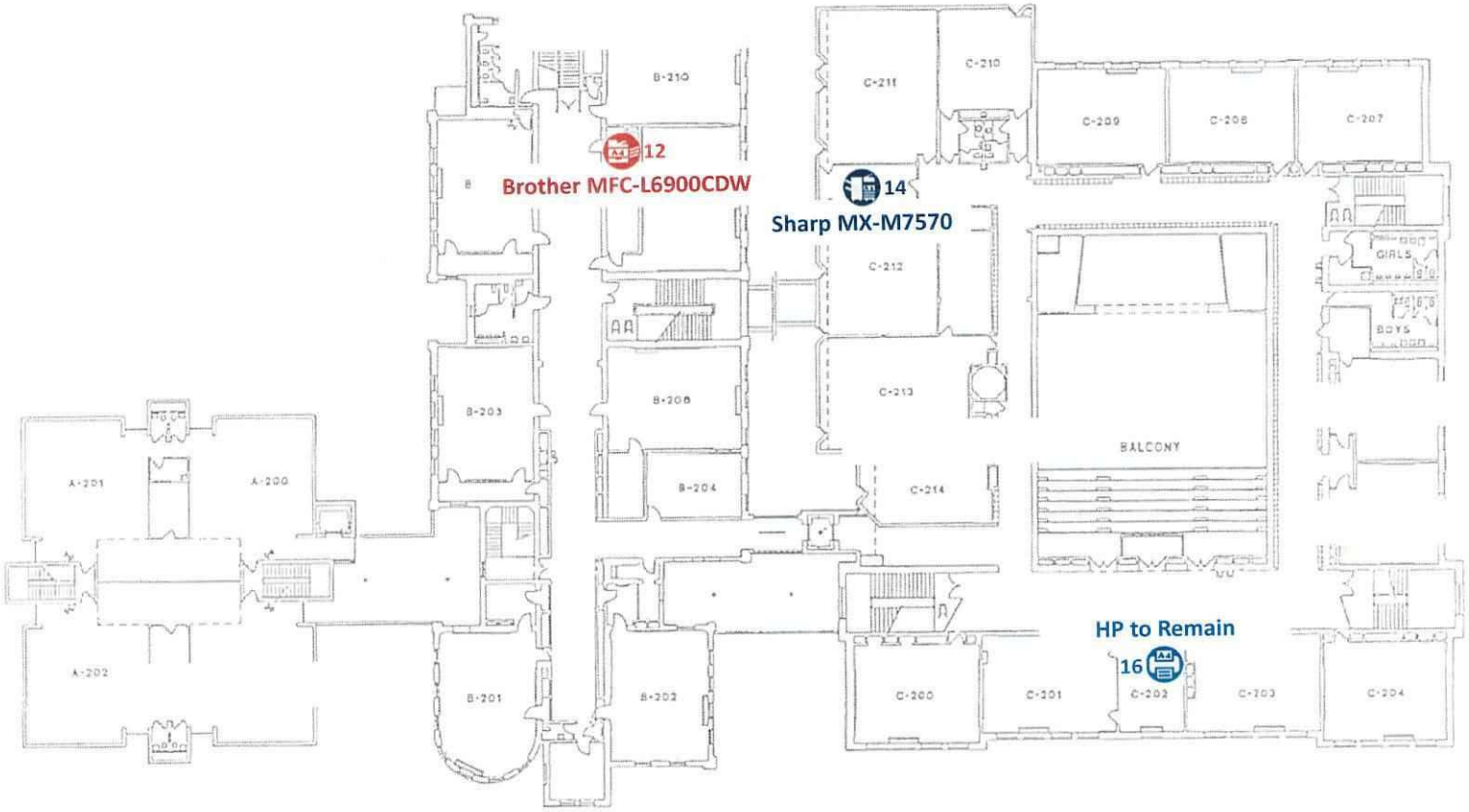
- *A4 B&W Printer*
- *A4 Color MFP*
- *A3 B&W MFP*
- *A3 Color MFP*



WOODLAND HILLS
SCHOOL DISTRICT

Edgewood Elementary
2nd Floor

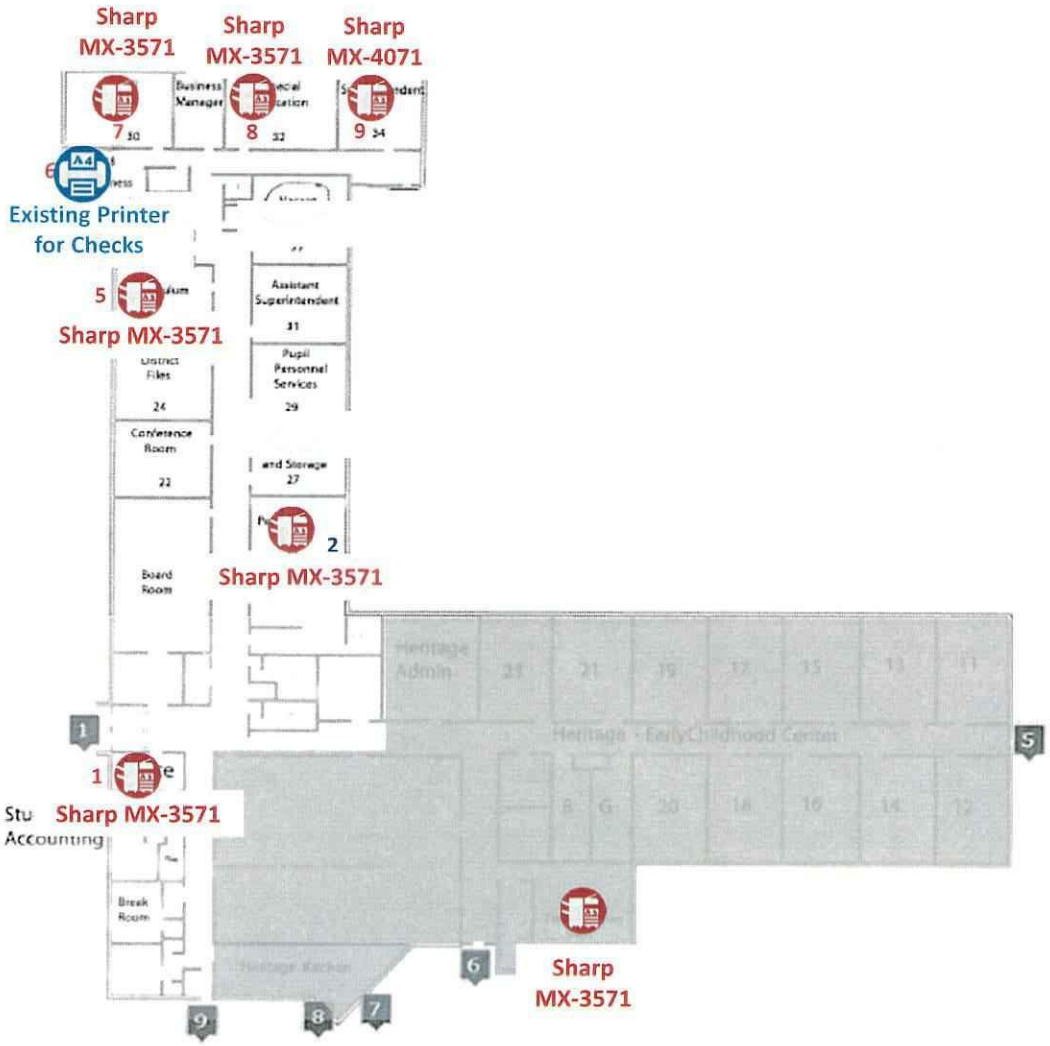
- *A4 B&W Printer*
- *A4 Color MFP*
- *A3 B&W MFP*
- *A3 Color MFP*



WOODLAND HILLS
SCHOOL DISTRICT

District Administration

- *A4 B&W Printer*
- *A4 Color Printer*
- *A3 B&W MFP*
- *A3 Color MFP*



WOODLAND HILLS
SCHOOL DISTRICT

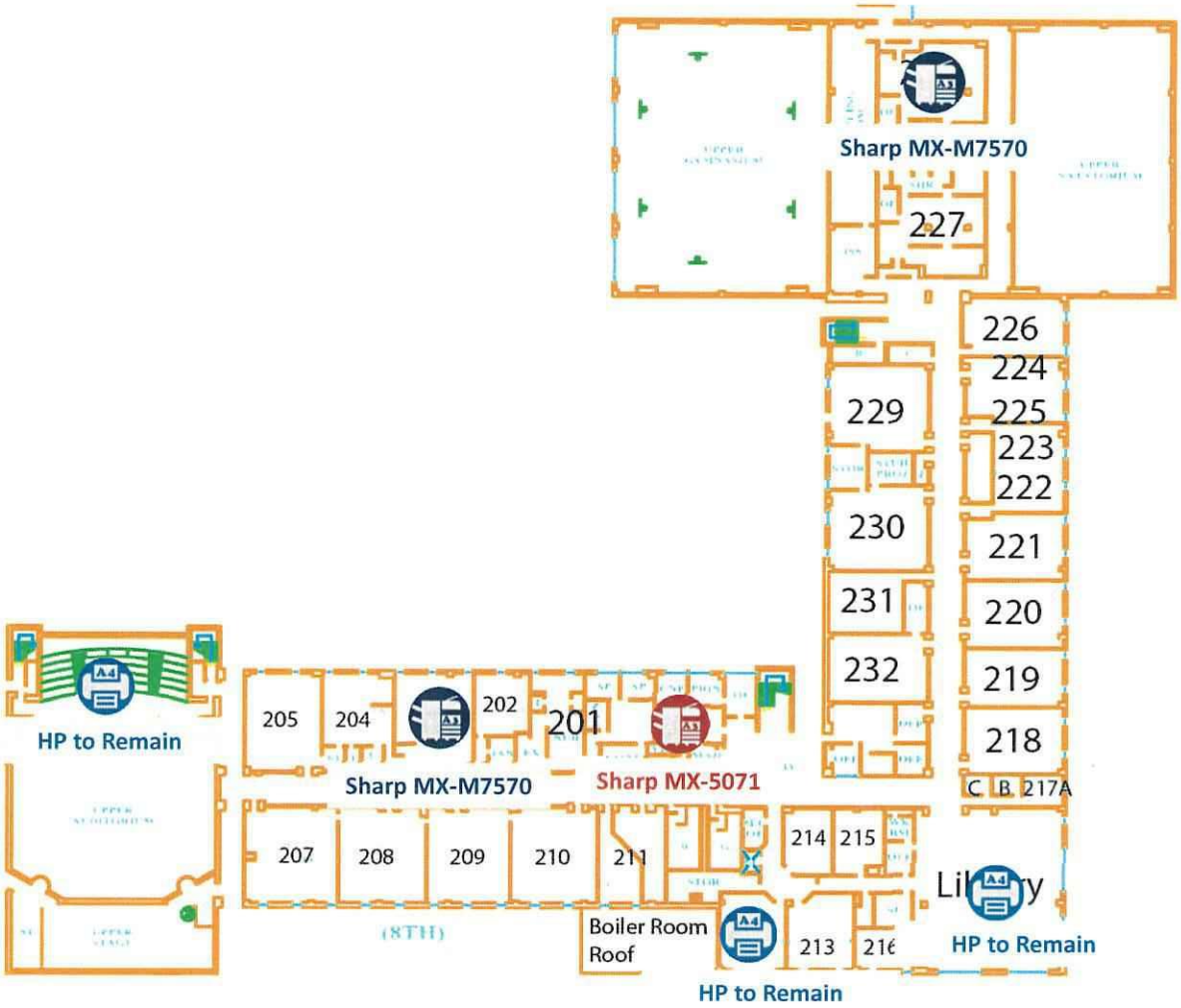
Intermediate – 1st Floor

- *A4 B&W Printer*
- *A4 Color Printer*
- *A3 B&W MFP*
- *A3 Color MFP*

WOODLAND HILLS
SCHOOL DISTRICT

Intermediate – 2nd Floor

- *A4 B&W Printer*
- *A4 Color Printer*
- *A3 B&W MFP*
- *A3 Color MFP*



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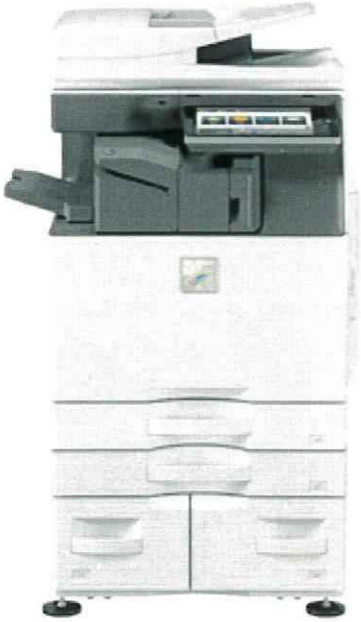
Recommended Device Specifications

SHARP MX-M7570N (Mono Workgroup Document System)

Copy/Print/Scan
65/75 PPM Black/White
43 Seconds or Less Warm-up Time
200 IPM Scans per Minutes (up to 11X17)
150 Sheets DSPF with Original Size Detection
5 GB Copy/Scan Printer Memory
500 GB Hard Disk Drive
1200 x 1200 DPI Printing Resolution
10.1" High Resolution Touch Panel
Scan to Email, Desktop, Folder, HDD & OCR
3,100 Sheet Paper Capacity (1,250/850/500/500/100
Stapler Finisher (up to 65 Sheets Stapled)
Fax Expansion Kit
QWERTY Keyboard
Buit in OCR (Convert scan to Microsoft office files)
Walk up Motion Sensor

SHARP MX-3071, 4071, 5071 (Full-Color Workgroup Document System)

30, 40, & 50 ppm Black/White and Color
4.7 First Copy Speed/Black and White
6.7 First Copy Speed/Color
10 Seconds or Less Warm-up Time
200 Scans per Minute (up to 11X17)
150 Sheet Duplex Single Pass Feeder with Size Detection
5 GB Copy/Scan Printer Memory, 500 GB Hard Disk Drive
1200 X 1200 dpi Printing Resolution
10.1" High Resolution Touchpanel
Retractable Keyboard
Scan to Email, Desktop, Folder, HDD & OCR
Scan Directly To *Word, Powerpoint, & Excel*
2,300 Sheet Paper Capacity (550/550/900/1200/100)
Inner Finisher W/Convenience Stapler (Up To 50 Sheets)
Easy Walk Up Motion Sensor
Built-In Wireless



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SHARP MX-M3071, M4071, M5071, M6071 (Color Production Workhorse System)

Copy/Print/Scan
30/40/50/60 PPM Black/White
29 Seconds or Less Warm-up Time
200 IPM Scans per Minutes (up to 11X17)
150 Sheet DSPF with Original Size Detection
5 GB Copy/Scan Printer Memory
500 GB Hard Disk Drive
1200 x 1200 DPI Printing Resolution
10.1" High Resolution Touch Panel
- Scan to Email, Desktop, Folder, HDD & OCR
- 3,100 Sheet Paper Capacity (550/550/900/1200/100)

Stapler Finisher (up to 50 Sheets Stapled)
Mobil/Air Print Capabilities
Fax Expansion Kit
QWERTY Keyboard
Built in OCR (Convert scan to Microsoft office files)
Walk up Motion Sensor

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Recommended investment Analysis

** Installation, Early September 2019

All Options Include the Following:

- Hardware, as listed above
- Maintenance Agreement
- Payoff of Existing Lease
- PaperCut MF
- TWG Maintenance Agreement
- TWG Premier Installation Services
- Training on all devices (On-Going at No Cost)
- Return of Existing Devices to Leasing Company (TWG to store until due)

60 Month Agreement (+ 90 days deferred first payment)
including Maintenance Agreement:

$15,395.00 Per Month

- Maintenance Agreement – Base Volumes listed below are included:
  - 7,000,000 b/w pages ANNUALLY, overages billed at $0.004
  - 300,000 color pages ANNUALLY, overages billed at $0.04
  - **Overages billed annually

The Wilson Group Agrees to the following additional items:

1. Non-Appropriation of Funding clause will allow for devices to be removed from the lease should a program be cut or loose funding during the term of the contract.
2. Upon annual reconciliation, should the district be below the annual page allowance, the next year's lease will receive a credit and the lease payment will be adjusted accordingly.

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The Wilson Group Maintenance Agreement

- Includes all Toner, Parts, Labor, Supplies, Maintenance, Training

-Delivery & Set-up of new devices, including all networking and configuration.

-Removal and storage/shipment of all existing units.

-Agreement pertains to all copiers and desktops printers

- **Guaranteed 4 hours or less service response time**
- **Utilization of Sharp MICAS diagnostic service tool**
  - **Automatic Meter Reads**
  - **Real-time service diagnostics**
  - **Remote toner monitoring**
- **The Wilson Group No-Risk Guarantee**

To Place a service call:

1. Either call or email The Wilson Group
2. Receive confirmation call from technician to diagnose the problem remotely & determine if on-site technician is needed
3. Technician on-site within 4 hours of receipt of the call.

To place a supply order:

1. Either call or email The Wilson Group
2. If order is received by 11:00 am, supplies are guaranteed next day, if placed after 11:00 am, guaranteed within 48 hours.

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RECOMMENDED SOFTWARE SOLUTION INCLUDED IN THIS PROPOSAL

PaperCut™

- Unlimited User Licenses
- 36 embedded MFP Licenses
- Installation & Training
- 5 years of support included
- Know who, what, when and where a job was printed
- Follow-Me Printing Included

PaperCut will provide the district with complete audit trail and control of every document printed.

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BENEFITS OF THE WILSON GROUP SOLUTION

1. Opportunity to implement a comprehensive, streamlined workflow solution which will supply the district with the necessary hardware and software. The combination of both will allow the district to implement a true, strategic solution that allows teachers the resources they want and need, but does so in a manner that the district can control and help eliminate unnecessary equipment, reduce usage, and ultimately reduce investment costs.

2. Opportunity to refresh current, troublesome Xerox MFP's with the newest, award-winning Sharp MFP's and Brother printers. Sharp MFP's will provide a universal user platform across the entire fleet.

3. Opportunity to create standards and a uniformed solution throughout the district that will evolve with the changing school environment and re-organization. Additional 75 Page Per minute device PER Building is included in the proposed solution to assist in reorganization.

4. Implementation of PaperCut on all devices (Embedded on MFP's) and managing all printers, which will create a true print workflow, provide detailed usage and behavior reporting, and create a true solution. PaperCut will also provide the tools to push all color prints to the lowest-cost alternative, via the MFP's.

5. Opportunity to have your workflow analyzed, reviewed and restructured through the Wilson Group's management tool. Through ongoing 90 day reviews we will work together to measure the original agreement against your current workflow and make the appropriate amendments to ensure that CUSTOMER is maximizing the return on their workflow investment.

6. Opportunity to partner with the regions premier Sharp workflow solutions dealership and receive unsurpassed service through our experienced tech team and remote diagnosis help desk(Sharp Platinum Service, Sharp Northeast Dealer of the Year, Sharp Hyakuman Kai Status, Best Places to Work, Pittsburgh Business Times #1 Fastest Growing Company in Region). TWG is also a certified MBE/DBE Partner.

7. Opportunity to capitalize on The Wilson Group Technology Refresher Upgrade Clause (48 months). This allows the district to acquire new technology every 48 months, while doing so at a monthly finance rate equal to that of a 60 month agreement.
8. All of these benefits to be implemented by converting the current financial expenditure into a workflow investment. Based on current figures, the district can accomplish all of this while saving $8,101.21/month, $97,214.52/year, and $486,072.60 over the life of the 5 year agreement.

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THE WILSON GROUP 48-MONTH TECHNOLOGY REFRESHER CLAUSE
PRESENTED TO:

Woodland Hills School District

In moving forward with The Wilson Group as your Document Workflow Provider, we would like to present to you our "Technology Refresher Clause". During our partnership, if Woodland Hills School District maintains a current pay history with The Wilson Group, we will provide the option of upgrading your entire fleet of devices at the 48^{h} month of the 60 month commitment.

Upon entering your 48th month of our partnership, The Wilson Group will refresh the entire fleet of devices with the another 48 month Technology Refresher Clause. The monthly investment will remain the same. However, if upon assessing the district's needs it is determined that the fleet should be increased or decreased (based off of growth or change), the monthly investment will reflect such change. This will be determined off of volumes, feeds, speeds, and needs.

The Wilson Group looks forward to a long lasting technology partnership with Woodland Hills School District and as always, thank you for allowing us the opportunity.

Derrick Wilson	Date		Date
The Wilson Group		Woodland Hills School District	

THE WILSON GROUP
KW23

4 HOUR SERVICE GUARANTEE

(In addition to No-Risk Guarantee)

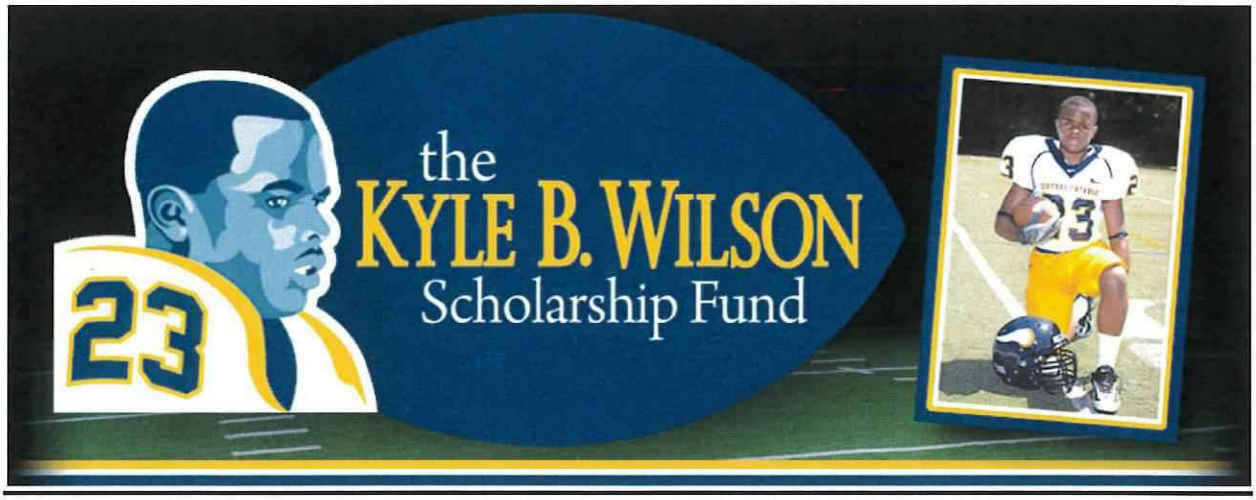
The Wilson Group will guarantee to Woodland Hills School District a service response time of 4 hours or less. A technician will be on-site within 4 hours of the receipt of the phone call or electronic service request, provided the request is received an acknowledged by The Wilson Group prior to 1:00 pm. A reasonable attempt will be made to arrive on-site if calls are placed after 1:00 pm. If a technician is unable to arrive at the building prior to closing for the day, the call will be responded to first thing the following morning.

_____ _____

Derrick Wilson, President
The Wilson Group

Woodland Hills School District

THE WILSON GROUP
KW23



Mission Statement:

The fund has been created to keep Kyle's legacy alive while assisting students and their families who find themselves in extraordinary financial circumstances. The scholarship funds are intended to help students and their families pay for the many expenses related to a quality education.

The Wilson Group will award a $2,000 scholarship, to a graduating senior, who meets and exceeds the standards set forth by the tenants of the scholarship. Each student will apply online and be judged accordingly.

We pledge this scholarship for the term of our contract, minimum of 5 years.

Woodland Hills School District	Derrick Wilson, President

Exhibit 30

WOODLAND HILLS SCHOOL DISTRICT
LEGISLATIVE MEETING MINUTES
Wednesday, September 18, 2019

Jammie Glasser called the meeting to order at 7:20 p.m.

Members present:
David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

Others present:
Ms. Kylene McLean-Blake
Mr. Robert Finney
Dr. Juliette Pennyman
Mr. Michael Pietragallo
Ms. Valery Shaver
Ms. Allison Kline
Ms. Angel Boyd
Mr. Chad Burnheimer
Ms. Jean Livingston
Mr. Ronald Coursey
Dr. Phillip Woods
Ms. Dawn Golden

1. **CALL TO ORDER**

1.4 ACCEPTANCE OF AUGUST 14, 2019 AGENDA SETTING MEETING MINUTES

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

1.5 ACCEPTANCE OF AUGUST 21, 2019 LEGISLATIVE MEETING MINUTES

Motion by Jeff Hildebrand, second by Jeff Hanchett.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

1.7 ANNOUNCEMENT(S)

1.10 REGISTERED SPEAKER(S)

Carla Carrington, 600 Lenox Avenue - Unsafe Bus Stop
Bridgett Creach, 549 Howard Street - Child Safety

2. BOARD MATTERS

2.1 We seek the Election of PSBA Officers as listed
The Administration recommends this action

Motion by Jeff Hildebrand, second by Jeff Hanchett.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

2.2 We seek approval of the Eastern Area Schools Joint Committee 2019-2020 Elected Officers and Mail Ballot
The Administration recommends this action

Motion by Paige Strasbaugh, second by Terri Lawson.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

2.3 We seek approval of the C.C. Mellor Memorial Library annual contribution of $11,000 from General Fund 10.
The Administration recommends this action

Motion by Paige Strasbaugh, second by Jeff Hanchett.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

2.4 We seek permission to enter into agreement with PSBA for a customized workshop for board members
It is the recommendation of this administration to the School Board of Directors to enter into agreement with PSBA for a customized workshop for board members.

Motion by Chardae Seligsohn, second by Paige Strasbaugh.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

3. ASSISTANT SUPERINTENDENT

4. CURRICULUM

4.1 We seek approval to enter into a contract agreement with Sound Foundation Reading Instructions LLC to provide services for non-public schools as per Federal Programs.
It is recommended that permission be granted to enter into a contract with the Sound Foundation Reading Instruction LLC as a third party provider for mandated federal services.

Board Comments:

Dr. Hildebrand asked are there going to be more schools coming down the pike?
Dr. Pennyman answered she does not know.

Ms. Glasser wanted to confirm that public schools are entitled to our Title I funds?
Dr. Pennyman responded, yes - if we have students who attend those schools.

Mr. Graves asked are these new to us or programs we already have in place that we're renewing?
Dr. Pennyman answered she is not sure. She has to check on it.

Mr. Graves asked if these are budgeted items?
Ms. Shaver answered, yes.

Ms. Glasser wanted to confirm that we are a pass-through for federal funds.
Ms. Shaver answered, yes.

Motion by Jeff Hildebrand, second by Paige Strasbaugh.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

4.2 We seek approval to enter into a contract agreement with Step by Step Learning, LLC to provide services for non-public schools as per Federal Programs.
It is recommended that permission be granted to enter into a contract with the Step by Step Learning, LLC as a third party provider for mandated federal services.

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

4.3 We seek approval to enter into contract agreements with Allegheny Intermediate Unit to provide services for non-public schools as per Federal Programs.
It is recommended that permission be granted to enter into a contract with the Allegheny Intermediate Unit as a third party provider for mandated federal services.

Motion by Jeff Hildebrand, second by Paige Strasbaugh.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

4.4 We seek approval to enter into a contract agreement with Pittsburgh-Mt. Oliver Intermediate Unit #2 to provide services for non-public schools as per Federal Programs.
It is recommended that permission be granted to enter into a contract with the Pittsburgh-Mt. Oliver Intermediate Unit #2 as a third party provider for mandated federal services.

Motion by Paige Strasbaugh, second by Mike Belmonte.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

4.5 We seek approval to pass through funding in the amount of $157, 500.00 to our partner agency, Heritage Community Initiatives
The Administration recommends this action.

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

4.6 We seek approval to enter into agreement with Eureka Math for professional development services in the amount of $7,000.00 (pending approval from solicitor)
It is the recommendation of this administration to the School Board of Directors to approve this agreement upon review from solicitor.

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

5. SPECIAL EDUCATION

5.1 Approval to ratify/renew the agreement with Adelphoi Education, Inc. for the 2019-2020 school year
It is the recommendation of the Administration for the School Board of Directors to ratify/approve the renewal agreement with Adelphoi Education, Inc., provider of an academic and therapeutic setting for students who would benefit from a supportive learning environment that is responsive to behavioral and emotional factors that impeded students' academic success

Motion by Jeff Hanchett, second by Paige Strasbaugh.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

6. PUPIL PERSONNEL

6.1 We seek approval to accept the Opportunity for Pre-natal to Third Grade Prototype Stipend (P-3) .
It is the recommendation of the Administration that the Board of School Directors approve the acceptance of the P-3 Stipend to assist with exploring improving the district's work with Pre-natal - Third Grade.

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

7. PERSONNEL

7.1 Section A: Authorization for Leaves, Section B: Authorization for Retirement/Resignation, Section C: Authorization to Hire Professionals, Section D: Authorization to Hire Non Professionals, Section F: Authorization for EDR/Mentor Actions, Section G: Authorization for Miscellaneous, Section H: Authorization for Furlough/Recall
The board is requested to authorize approval on the above sections at the board meeting on September 18, 2019.

Motion by Jeff Hildebrand, second by Paige Strasbaugh.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

8. TECHNOLOGY

8.1 We seek approval to enter into a new five-year copier lease agreement with The Wilson Group at a monthly cost of $11,859.00 subject to solicitor review and approval.
It is the recommendation of the administration to the School Board of Directors to approve the Agreement between the WHSD and The Wilson Group.

Board Comments:

Mr. Graves asked if this will interfere with any of the current school operations?
Mr. Vinney D. responded, no.

Dr. Hildebrand asked does this proposal also covers desktops?
Mr. Vinney D. responded that the goal is to phase out the desktop printers.

Dr. Hildebrand wanted to confirm that The Wilson Group is going to buy us out of our current agreement with ComDoc?
Mr. Vinney D. responded that all the money owed to ComDoc by the district will be satisfied by The Wilson Group.

Mr. Hanchett asked if we are going to get sued by ComDoc? Why are we starting a new contract with a new company while currently in a contract with a separate agreement with another company?
Mr. Harris responded that there will be cost savings.

Ms. Glasser asked what will the effective date be?
Mr. Vinney D. responded mid October.

Ms. Stasbaugh asked if we were to press pause on this until January what would the impact of the cost be?
Mr. Vinney D. responded that it would come down incrementally at a pro-rated rate.

Ms. Seligsohn asked if there is a way we can rephrase the tab to reflect a November implementation?
Mr. Harris said that the contract is not that specific.

Ms. Seligsohn asked how can we play this out with clear timelines, be in full swing by January? Will we be billed in the meantime?
Mr. Vinney D. answered that nothing will be billed to the district until the district has accepted delivery of the products. All of those details are outlined in the proposal.

Mr. Graves asked when will the process begin to move to Dickson?
Mr. Harris said we will begin moving over the summer.

Motion by Paige Strasbaugh, second by Mike Belmonte.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte
Nay: Jeff Hanchett, Jamie Glasser

9. SAFETY AND SECURITY

10. FOOD SERVICE/TRANSPORTATION

11. BUILDINGS AND GROUNDS

11.1 We seek approval of Construction Change Directive CCD GC-002 from Nello Construction totaling $215,696.00 for the parking area soil conditions at Dickson School from Capital Project Fund 39.
The Administration recommends this action.

Motion by Jeff Hildebrand, second by Paige Strasbaugh.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

11.2 We seek approval of Change Order CW-001 from Northeast Interior Systems, deduct totaling ($19,975.00) for the deletion of lockers due to the reconfiguration, at Dickson School from Capital Project Fund 39.
The Administration recommends this action.

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

Action: 11.3 We seek approval of Change Order EC-004 from Pitt Electric Co, net deduct of ($5,854.00) for clock additions and sound system deletions, at Dickson School from Capital Project Fund 39.
The Administration recommends this action.

Motion by Jeff Hildebrand, second by Paige Strasbaugh.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

11.4 We seek approval of Change Order 08 from Nello Construction totaling $11,068.85 for the replacement of two metal stair pans at Dickson School from Capital Project Fund 39.
The Administration recommends this action.

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

11.5 We seek approval of the McFarland Kistler contract for consulting/design of the Woodland Hills High School Kitchen/Cafeteria at a cost of $35,900.00 from the Capital Project Fund 39.
The Administration recommends this action.

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

11.6 We seek approval of outside organizations to utilize district facilities
It is the recommendation of this administration to the school board of directors to approve the facilities usage requests for the month of September.

Motion by Paige Strasbaugh, second by Jeff Hanchett.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

11.7 Permission to approve to advertise a Bid for Window Maintenance and RFP for Boiler Maintenance and Vehicle Maintenance.
It is the recommendation of the Administration to approve to advertise for Bid for Window Maintenance and RFP for Boiler Maintenance and vehicle Maintenance.

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

12. ATHLETICS

12.1 We seek approval to accept contract with Trib Total Media for varsity football game broadcasting for the 2019 season at a cost of $1000.
It is the recommendation of this administration to the School Board of Directors to approve this item.

Motion by Paige Strasbaugh, second by Terri Lawson.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

13. LEGAL MATTERS

14. SCHOOL FINANCE

14.1 We seek ratification of the Bill List for invoices paid after the August 21, 2019 Legislative Meeting
The Administration recommends this action.

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

14.2 We seek approval of the September 2019 Bill List
The Administration recommends this action.

Board Comments:

Dr. Hildebrand asked are the boards actually functioning at the high school since we were having issues getting them installed?
Mr. Muiter responded that all the monitors are working but it is the HDMIs made by Hubble that are not compatible. The company is working it out.

Dr. Hildebrand asked what is the $8,000 bill for Huddle?
Mr. Coursey answered that it is to allow the athletes to upload all videos within 24 hours. It allows us to purchase the full package while staying in compliance.

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

14.3 We seek the acceptance of the August 2019 Fund Financial Reports and Student Activity Reports, for informational purposes.
The Administration recommends this action.

Motion by Paige Strasbaugh, second by Terri Lawson.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

14.4 We seek approval of the Investment Reports for August 2019
The Administration recommends this action.

Motion by Paige Strasbaugh, second by Jeff Hildebrand.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

15. SUPERINTENDENT

15.1 We seek permission to approve the Success Seminar program for the Woodland Hills School District on October 31st - November 1st of 2019.
It is the recommendation of this administration to the School Board of Directors to approve this program.

Motion by Ronna Currie, second by Jeff Hanchett.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Jeff Hanchett, Terri Lawson, Ronna Currie, Jeff Hildebrand, Paige Strasbaugh, Mike Belmonte, Jamie Glasser

16. OLD BUSINESS

17. NEW BUSINESS

18. REPORTS

19. PUBLIC COMMENTS

20. ADJOURN

It was moved to adjourn the legislative meeting at 8:21 p.m. by Mr. Hanchett and second by Ms. Strasbaugh.

_____

Michael Gigliotti, Business Manager

Exhibit 31

SUPPLIER:

The Wilson Group LLC

Print Management Agreement

de lage landen

AGREEMENT NUMBER
AFS-427017

This document is written in "Plain English". The words you and your refer to the customer. The words **Lessor**, we, us and our refer to **De Lage Landen Financial Services, Inc.** Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER			STREET ADDRESS	
Woodland Hills School District			531 Jones Avenue	
CITY	STATE	ZIP	PHONE	FAX
North Braddock	PA	15104	(412) 731-1300	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	FEDERAL TAX I.D. #	E-MAIL
				gigimi@whsd.net
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
See attached Schedule A		

TERMS	PAYMENT AMOUNT	SECURITY DEPOSIT
Term in Months	3 Payments of $0.00, followed by 60 Payments of $ $11,859.00 *(plus applicable taxes)*	
63 (mos.)	Payment Period is Monthly Unless Otherwise Indicated	$ 0.00 Received *(plus applicable taxes)*

Payment includes	583,333	Black and White	images per month	Overages billed	annually	at $ 0.00300 per image
Payment includes	25,000	Color	images per month	Overages billed	annually	at $ 0.03900 per image
Payment includes		Black and White	images per month	Overages billed	annually	at $ per image
Payment includes		Black and White	images per month	Overages billed	annually	at $ per image
Payment includes		Black and White	images per month	Overages billed	monthly	at $ per image
Payment includes		Black and White	images per month	Overages billed	monthly	at $ per image

END OF TERM OPTIONS: You will have the following options at the end of the original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing

1. Purchase the Equipment for the Fair Market Value 2. Renew the Agreement per Paragraph 1. 3. Return Equipment per Paragraph 6

LESSOR ACCEPTANCE

DATED: _____ LESSOR: De Lage Landen Financial Services, Inc. SIGNATURE _____ TITLE _____

CUSTOMER ACCEPTANCE

DATED: 10/1/19 CUSTOMER: Woodland Hills School District SIGNATURE: X [signature] TITLE: Board President

PRINT NAME: Jamie Glasser

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the governing law, jurisdiction and venue of the court set forth in paragraph 15 of the Agreement and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain personal credit bureau reports on you for credit and collection purposes.

PRINT NAME OF GUARANTOR: _____ SIGNATURE: X _____ DATE: _____

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects.

DATED: 10/1/19 CUSTOMER: Woodland Hills School District SIGNATURE: X [signature] TITLE: Board President

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

1. AGREEMENT: You agree to rent from us the personal property set forth on the face of this Print Management Agreement ("Agreement") and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this agreement and any supplement, which together are a complete statement of our agreement regarding the Equipment and supersede any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the rent commencement date which will be the date of delivery, installation, and acceptance of Equipment by you and will continue for the number of consecutive months shown. The term will be extended automatically for successive 12-month terms unless you send us written notice you do not want it renewed at least ninety (90) days but not more than one hundred twenty (120) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You agree that a facsimile copy of this Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement.

2. RENT: Rent will be payable in installments, each in the amount of the Payments, plus copy charges for additional metered copies in excess of the agreed monthly minimum number of impressions plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each Payment period shown beginning after the first Payment period. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a $20.00 bad check charge will be assessed.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance (during normal business hours), inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner and developer. Paper and staples must be separately purchased by customer. Color toner, not included in this Agreement, will be billed separately. The per impression charge and overage per impression charge are based upon an 8 1/2"x11" letter size impression with an average 5% image fill, or its equivalent. If we determine that you have used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce copies, you agree to pay us an amount from time to time which may be necessary to offset such increased usage. You agree to pay at published rates for support required for printer applications or network service, repairs outside of normal business hours, or service required because of your negligence or improper operation of Equipment.

4. OWNERSHIP OF EQUIPMENT: Except for Agreements with a $1.00 purchase option, we are the owner of the Equipment and have sole title to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS.

6. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resaleable condition, full working order, and in complete repair. We have the right to inspect the Equipment at any time during normal business hours.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage. In the event of total loss or damage beyond repair you will then pay to us the present value of the total of all unpaid Payments for the full term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at three percent (3%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

8. COLLATERAL PROTECTION AND INSURANCE: You agree to keep the Equipment fully insured against loss with us as sole loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of Insurance acceptable to us before this Agreement begins. If you do not provide such insurance, you agree that we have the right but not the obligation to obtain such insurance and add an insurance fee to the amount due from you, on which we may make a profit. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment. This indemnification obligation will continue after the termination of this Agreement.

10. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs involved in completing this transaction. You further agree to pay us a document fee of $75.00 on the date the first Payment is due. You also agree to pay us a one time origination fee of $50.00 which will be remitted to the supplier as a finder's fee. You shall pay Vendor a supply delivery charge on a monthly basis, plus applicable taxes. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date, which loss arises from your acts or omissions.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us.

12. DEFAULT AND REMEDIES: If you do not pay any Payment or other sum due to us or other parties when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the monthly payments due and to become due through the remainder of the term (discounted at 3%), (2) the estimated average Fair Market Value of similar Equipment of like age, (3) and return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 18% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee's principal place of business or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and delivery such instrument, in order to show our interest in the Equipment.

14. SECURITY DEPOSIT: The security deposit is non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 6.

15. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Lessor or its Assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. You waive trial by jury in any action between us.

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. You may not take any reduction, recoupment, defense or set off against impression charges or other amounts due for any reason whatsoever. Lessor has the right to increase the impression charge on an annual basis.

17. UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMPRESSION VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

18. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be at our discretion any date within thirty (30) days following installation. Customer agrees to pay a prorated amount for the period between the Commencement Date (delivery, installation and acceptance date) and the Effective Date. This payment for the transition period will be based on the base minimum usage payment prorated on a 30 day calendar month and will be added to the Customer's first Invoice.

19. METER; ELECTRIC SERVICES: You agree to provide adequate space without charge at the equipment location for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220 volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment. Most Equipment will be connected to an automatic meter reading device which will report the number of impressions made on the Equipment each month and upon which monthly invoices will be based. If an automatic meter reading device is not installed and otherwise upon request, you will provide us, by telephone with the actual meter reading on the 20th day of each calendar month, provided that we may estimate the number of impressions used if such meter reading is not received by us within 7 days. The estimated charge for excess impressions shall be adjusted upon receipt of actual meter readings.

20. Lessee Guaranty: You agree to submit the original documents with security deposit to the Lessor via overnight courier the same day of the facsimile transmission of the documents. Should we fail to receive these originals, you agree to bound faxed copy of this Agreement with appropriate signatures on both sides of the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph 12.

FOR MUNICIPALITIES ONLY

21-A. CUSTOMER COVENANTS: The Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal, or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the Equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) Customer has not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.

21-B SIGNATURES: Each signor (two if monthly payment exceeds $1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps, including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment, the approval and execution has been in accordance with all applicable open meeting laws, and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

21-C NON APPROPRIATION: In the event Customer is in default under the Agreement because

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period.
2. Such non-appropriation did not result from any act or failure to act of customer.
3. Customer has exhausted all funds legally available for all payment due under the Agreement, and
4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) Customer has given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence, (b) Lessor has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase or in any way acquire any services or equipment supplied or provided for hereunder, upon receipt of the equipment delivered to a location designated by Lessor at Customer's expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given, retain the advance payments, if any and/or sell, dispose of, hold, use or rent the equipment as Lessor in its sole discretion may desire, without any duty to account to Customer. 14WSN001

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ATTACHMENT / SCHEDULE A

EQUIPMENT / SYSTEM DESCRIPTION

Attachment/Schedule A forming part of AFS-427071 by and between De Lage Landen Financial Services, Inc ("Company") and Woodland Hills School District ("Customer").

Reference Number (if applicable): _____

Equipment/System Description (where applicable, indicate new/used, quantity, make, model, year, serial number, and description):

New	Sharp	MX-3071	2019	S/N	with Accessories
New	Sharp	MX-3071	2019	S/N	with Accessories
New	Sharp	MX-3571	2019	S/N	with Accessories
New	Sharp	MX-4071	2019	S/N	with Accessories
New	Sharp	MX-4071	2019	S/N	with Accessories
New	Sharp	MX-4071	2019	S/N	with Accessories
New	Sharp	MX-4071	2019	S/N	with Accessories
New	Sharp	MX-4071	2019	S/N	with Accessories
New	Sharp	MX-4071	2019	S/N	with Accessories
New	Sharp	MX-4071	2019	S/N	with Accessories
New	Sharp	MX-4071	2019	S/N	with Accessories
New	Sharp	MX-6071	2019	S/N	with Accessories
New	Sharp	MX-6071	2019	S/N	with Accessories
New	Sharp	MX-6071	2019	S/N	with Accessories
New	Sharp	MX-6071	2019	S/N	with Accessories
New	Sharp	MX-M3071	2019	S/N	with Accessories
New	Sharp	MX-M3571	2019	S/N	with Accessories
New	Sharp	MX-M5571	2019	S/N	with Accessories
New	Sharp	MX-M5071	2019	S/N	with Accessories
New	Sharp	MX-M5071	2019	S/N	with Accessories
New	Sharp	MX-M5071	2019	S/N	with Accessories
New	Sharp	MX-M5071	2019	S/N	with Accessories
New	Sharp	MX-M5071	2019	S/N	with Accessories
New	Sharp	MX-M5071	2019	S/N	with Accessories
New	Sharp	MX-M6071	2019	S/N	with Accessories
New	Sharp	MX-M6071	2019	S/N	with Accessories
New	Sharp	MX-M6071	2019	S/N	with Accessories
New	Sharp	MX-M6071	2019	S/N	with Accessories
New	Sharp	MX-M6071	2019	S/N	with Accessories
New	Sharp	MX-M6071	2019	S/N	with Accessories
New	Sharp	MX-M6071	2019	S/N	with Accessories
New	Sharp	MX-M7570	2019	S/N	with Accessories
New	Sharp	MX-M7570	2019	S/N	with Accessories
New	Sharp	MX-M7570	2019	S/N	with Accessories
New	Sharp	MX-M7570	2019	S/N	with Accessories
New	Sharp	MX-M7570	2019	S/N	with Accessories

YOU AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE

Signature X _____

Print Name Jamie Glasser

Date 10/1/19

For Woodland Hills School District

COMPANY ACCEPTANCE

Signature X _____

Print Name _____

Date _____

For De Lage Landen Financial Services, Inc

17ANC002_1

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Municipal Authorization

Date:

Reference is made to the lease, loan, rental and/or other financial agreement (the "Finance Agreement") dated _____, 2019 between De Lage Landen Financial Services, Inc. (herein called "Creditor") and Woodland Hills School District (herein called "Obligor") for the financing of Sharp MFPs.

The undersigned acknowledge in connection with the negotiation, execution and delivery of the Finance Agreement and other related documents by and between Creditor and Obligor (collectively the "Documents"):

1. The Finance Agreement and set forth above and any Documents executed in connection therein have been duly authorized, executed and delivered by the Obligor and constitutes a valid, legal and binding agreement enforceable in accordance with its terms. Additionally, I do hereby certify on behalf of Obligor, that the individual who signed the Finance Agreement and any related Documents is authorized to execute and deliver such to Creditor.

2. All required Procurement and approval procedures, including but not limited to public bidding procedures regarding the award of the Finance Agreement have been followed by the Lessee and no further approval, consent or withholding of objections is required from any Federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Finance Agreement contemplated hereby.

3. Except as provided in the Finance Agreement or the Documents, Lessee has no authority (statutory or otherwise) to terminate the Finance Agreement prior to the end of its term for any reason other than non-appropriation of funds to pay the Finance Agreements Payments for any fiscal period during the term of the Finance Agreement.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

The undersigned by signing below hereby affirms the statements made above are based upon the undersigned's personal knowledge, and as to those matters, believes the information to be true and correct.

BY:

Title: Board President

Date 10/1/19

Signature

BY:

Title: Board President

Date 10/1/19

Signature

DELIVERY AND ACCEPTANCE

AGREEMENT NAME/DESCRIPTION

AGREEMENT DATE AGREEMENT NUMBER

COMPANY NAME De Lage Landen Financial Services, Inc.

CUSTOMER

Full Legal Name Woodland Hills School District DBA Name (If Any)

Billing Address 531 Jones Avenue Phone Number (412) 731-1300

City North Braddock County Allegheny State PA Zip Code 15104

EQUIPMENT / SYSTEM INFORMATION

Equipment / System Location (If not same as above)

City County State Zip Code

Quantity	Model Number	Serial Number (if applicable)	Description (Attach Schedule if Necessary)	Initial Meter Reading (if applicable)
			See attached Schedule A	

Customer certifies that all of the above described Equipment/System financed by Company has been received in good condition, installed, operates properly, and is, therefore unconditionally accepted for purposes of the above-referenced Agreement Number (the "Agreement"). Customer authorizes Company to pay the vendor for the Equipment/System.

YOU AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE

Signature

Print Name Jamie Glasser

Title Board President 10/1/19

Woodland Hills School District

OFFICE USE ONLY

Name of Authorized Person Verifying Delivery and Acceptance of Equipment

Signature of Employee

Date of Verification

17ANC006

FISCAL FUNDING ADDENDUM

CUSTOMER				
Full Legal Name	Woodland Hills School District		DBA Name (if any)	
Billing Address	531 Jones Avenue			Phone Number 412-371-1300
City	North Braddock	County Allegheny	State PA	Zip Code 15104
Agreement Number	AFS-427071		Agreement Date	

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"),Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

(a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.

(b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.

(c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.

(e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.

(f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	
Signature	Janie Glasser
Print Name	Board President
Title	Date 10/1/19
Name of Government Entity	Woodland Hills School District

ACCEPTED BY COMPANY	
Signature	
Print Name	
Title	Date
Name of Company	

17ANC016v1

EQUIPMENT/SUPPLY ORDER FORM

147 Delta Drive
Pittsburgh, PA 15238

PHONE: 412-586-7191 FAX: 412-918-1957

Order Date	Promise Date	Install Date
9/25/2019		

SHIP TO ATTN:		CUST #		BILL TO ATTN:		CUST #	
COMPANY	Woodland Hills School District			COMPANY	SAME		
ADDRESS	531 Jones Avenue			ADDRESS			
CITY STATE ZIP	North Braddock, PA 15104			CITY STATE ZIP			
PHONE	412-731-1300	FAX		PHONE		FAX	
KEY OP / METER Contact	Steve Muiter			EMAIL:	muitst@whsd.net		
SPECIAL INSTRUCTIONS:							

ARE STAIRS INVOLVED? _____ TRAINER NEEDED _____ 20 AMP POWER INSTALLED:

OF FLIGHTS: _____ YES _____ YES _____

NO NO

EQUIPMENT/SUPPLY		INVOICE NO		(NEW/DEMO/RECONDITIONED)		METER	New
QTY	PRODUCT NO	DESCRIPTION		NDR	SERIAL NUMBER	UNIT PRICE	EXTENSION
2	MX-3071	Sharp MX-3071 w/Accessories					Incl. in Lease
1	MX-3571	Sharp MX-3571 w/Accessories					
8	MX-4071	Sharp MX-4071 w/Accessories					
4	MX-6071	Sharp MX-6071 w/Accessories					
1	MX-M3071	Sharp MX-M3071 w/Accessories					
1	MX-M3571	Sharp MX-M3571 w/Accessories					
7	MX-M5071	Sharp MX-M5071 w/Accessories					
7	MX-M6071	Sharp MX-M6071 w/Accessories					
5	MX-M7570	Sharp MX-M7570 w/Accessories					
1		PaperCut + 5 Year Maintenance					

Nature of Business		Purchase		EQUIPMENT SUBTOTAL	Incl. In Lease
SIC Code		Rental		SALES TAX ( )% EXEMPT CERT. ATTACHED (x)	
Monthly Usage		Lease		LESS DEPOSIT (To Be Submitted with order)	
Source of Sale		C.O.D.		BALANCE DUE	Incl. In Lease

The customer acknowledges that he has read this agreement, understands and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications and prior agreements between the parties relating to the subject matter of this agreement. The terms of this agreement may not be amended, modified or rescinded except by written instruments signed by both parties.

AUTHORIZED BY: Jamie Glasser TITLE: Board President DATE: 10/1/19

SIGNATURE: _____ P.O. NO. _____

SALES REPRESENTATIVE: Vinnie Deleonibus SR. NO. _____

THE WILSON GROUP KW23

MAINTENANCE AGREEMENT

147 Delta Drive
Pittsburgh, PA 15238
PHONE: 412-586-7191 FAX: 412-918-1957

SHIP TO:		BILL TO:	
Customer Name:	Woodland Hills School District	Customer Name	SAME
Address	531 Jones Avenue	Address	
City, State Zip	North Braddock, PA 15104	City, State, Zip	
Phone	412-731-1300	Phone	

Model#	Serial Number	Price	Prints Allowed	PER	Overages Billed @
2 x MX-3071		PMA	7,000,000 B/W 300,000 color	Year	$0.003 b/w $0.039 color
1 x MX-3571					
8 x MX-4071					
4 x MX-6071					
1 x MX-M3071					
1 x MX-M3571					
7 x MX-M5071					
7 x MX-M6071					
5 x MX-M7570					

Term of Agreement: 60 Months

Items Included (Check all that apply)

Toner X Drums X Developer X Maintenance Kits X

Other (please specify)_____

Note: If supplies are included the consumption shall be based off the manufacturer's suggested yields and fill rate. A charge for consumption of supplies exceeding the manufacturer's suggested yield and/or fill rage will be customer's responsibility. If parts are included they will be unlimited. Any items damaged by customer, such as, but not limited to, doors, receiving trays, covers will be charged to customer. Unless stated otherwise all base charges will be billed monthly with any overages calculated quarterly.

Items Excluded and Special Terms

Excludes Paper and Staples

This agreement shall be renewed automatically upon approval by The Wilson Group and the attainment of the maximum number of prints unless Customer notifies The Wilson Group in writing at least 180 days prior to the termination of the agreement.

THE ADDITIONAL TERMS AND CONDITIONS OF THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED IN WRITING BY BOTH PARTIES. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE RECEIPT OF PAGE TWO AND AGREE TO THE TERMS OF BOTH PAGES 1 AND 2 OF THE AGREEMENT.

Customer Authorized Signature

Jamie Glasser
Print Name

Signature

10/1/19
Date

The Wilson Group's Sales Representative

Vinnie Deleonibus
Print Name

Signature

THE WILSON GROUP KW23

EQUIPMENT DISPOSITION & RETURN AUTHORIZATION

CUSTOMER	Woodland Hills School District
ADDRESS	531 Jones Avenue
CITY STATE ZIP	North Braddock, PA 15104
CONTACT & PHONE	Mike Gigliotti, 412-731-1300

EQUIPMENT DETAIL	
MODEL	SERIAL #
	Multiple Xerox Systems

The equipment listed above is currently leased or owned by the customer listed and is being given to or moved by THE WILSON GROUP, LLC.

[ ] Check here if this is a current Wilson Group Customer, no need for customer signature.

[ ] The Wilson Group, LLC DISPOSE OF OR WHOLESALE

The Wilson Group, LLC will schedule pickup of the equipment and dispose of or wholesale it.

[XX] RETURN TO: LEASING COMPANY

LEASE# [ ]

[XX] STORE EQUIPMENT

The Wilson Group, LLC has agreed to remove and store for the customer the equipment listed until this date February 2021. At which time the customer will provide return instructions for the equipment to be shipped back to the leasing company or **the equipment will be returned back to the customer.**

Instruction for termination of competitor leased equipment to lesser.

The customer will receive a check for an estimated amount of $ 186,936.00 from The Wilson Group, LLC to satisfy the least contract listed above.

PAYMENT $ 15,578.00 x 12 MONTH(S) REMAINING = ESTIMTAED CHECK TO CUSTOMER

(SEND TERMINATION LETTER 90 DAYS PRIOR TO END OF LEASE)

LEASE EXPIRATION DATE February, 2021

The Wilson Group, LLC will not be financially responsible for the lease payments once customer receives the check. Customer will still need to make regular scheduled payments to lesser with the monies paid from The Wilson Group listed above as well as maintain insurance coverage on the equipment. The Wilson Group will advise when to send the appropriate termination letter on the expiration of the above stated contracts.

CUSTOMER AUTHORIZATION

DATE 10/1/19

Jamie Glasser, Board Pres.

PRINT NAME & TITLE

REP SIGNATURE

THE WILSON GROUP KW23

TWG INSTALLATION SERVICE

Company Name: Woodland Hills SD	Company Address:	531 Jones Avenue, North Braddock, PA 15104		
Primary Contact: Mike Gigliotti	Telephone Number:	412-731-1300	Email:	gigimi@whsd.net
IT Contact: Steve Muiter	Telephone Number:	412-731-1300	Email :	muitst@whsd.net
Meter Contact: Steve Muiter	Telephone Number:	412-731-1300	Email :	muitst@whsd.net
Product(s) to be installed (note model(s) or attach list):			Multiple, See attached	

Installation Requirments

x	***TWG Installation Service is provided only when this document is completed and signed.***
x	***The customer will provide a power outlet that meets manufacturer specifications.***
x	***The customer will provide all cabling (drops, patch cables, USB cables).***
x	***The customer will provide all wireless network settings if applicable.***
x	***The customer will provide all TCP/IP addresses and other configuration information as required.***
x	***The customer will provide access to IT Personnel at time of installation if needed.***
x	***The customer is responsible for configuration of environments not outlined in this document.***
x	***TWG onsite support will assist with printer driver software installation on up to five (5) PCs.***
x	***TWG onsite support will assist with up to five (5) address book/user code entries.***
x	***TWG is not responsible for any loss of data or downtime related to any TWG provided support, service or device.***

x ***TWG provides the following support on a time and material basis:***

Installation of printer driver software on additional PCs.
Installation in environments not outlined in this document.
Reconfiguration/reinstallation of any networked multi-function product in the event of customer network/PC changes or upgrades.
Support for network or application issues.

TWG Installation Service covers the following computing environments:

Connection Types:
*Ethernet 10/100BaseT

Optional Connection Types (ask about availability):
*USB (may not support scanning)
*IEEE 802.11x wireless
*1000BaseT

Printing Methods:
*Client/server (printer driver installed and shared at network print server)
*Direct TCP/IP (print driver installed at each PC)
*Local USB connection (ask about availability - print driver installed on one PC only)

Network Server Operating Systems:
*Windows Server 2008
*Windows Server 2012

Client PC Operating Systems:
*Windows 7
*Windows 8
*Windows 8.1
*Windows 10
*Mac OS X (PS option required)

Scan to File:
*Windows or FTP share required

Scan to email/Fax Route to email
*SMTP mail server required

Printer Driver(s):
*PCL5/PCL6
*PS (PS option required)
*PC Fax (fax option required)

FMAudit:
*Windows PC or server required
(must be on all or most of the time)

TWG provides a 30 DAY WARRANTY on TWG Installation Service. Warranty period begins upon completion of installation as outlined by the TWG Installation Service. During that time there will be no charge associated with additional onsite support. (i.e. scanning setup, PC fax setup, reconfiguration, etc.) TWG Installation and the associated warranty are provided separately from and are not considered or implied to be part of TWG's Maintenance Agreement.

The customer will provide meter readings or TWG will estimate meter readings at the required interval for non networked devices or all devices in the event FMAudit installation is declined or removed.

Automatic meter collection and fleet management powered by FMAudit.

Customer Accept XX *Customer Decline* [ ]

Customer *Date* 10/1/19

TWG Account Executive *Date*

Exhibit 32

From: Gigliotti, Michael
Sent: Tuesday, September 17, 2019 2:42 PM EDT
To: Vogel, John <jvogel@tuckerlaw.com>
CC: Voltz, Chris <cvoltz@tuckerlaw.com>
Subject: RE: Woodland Hills SD Lease Agreement - Legal Review

This is a CoStars purchase. Please see item 4 in the email from Wilson Group.

Michael A. Gigliotti
Business Manager/Board Secretary
Woodland Hills School District
531 Jones Avenue
Braddock PA 15104-2418
P 412-731-1300 x 0133
C 412-475-4416
F 412-273-3603
giglmi@whsd.net

From: Vogel, John [mailto:jvogel@tuckerlaw.com]
Sent: Tuesday, September 17, 2019 11:03 AM
To: Gigliotti, Michael <giglmi@whsd.net>
Cc: Voltz, Chris <cvoltz@tuckerlaw.com>
Subject: RE: Woodland Hills SD Lease Agreement - Legal Review

Mike:

I'm a little confused by this. Was bidding done on this? Or was this purchased on COSTARS? Because the lease document you gave me this morning said the purchase price at the end of the term was $1, which would make a purchase subject to bidding. Let me know so we're all on the same page.

John

Disclaimers and Notice: This firm is a Debt Collector under the Fair Debt Collections Practices Act. If you are a debtor, this can be considered a communication from a debt collector and any information may be used to collect that debt.

John T. Vogel, Esq.

TUCKER ARENSBERG Attorneys

1500 One PPG Place | Pittsburgh, PA 15222
Phone: 412.594.5622 | Fax: 412.594.5619
vCard | Bio | Website

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY.

From: Gigliotti, Michael <giglmi@whsd.net>
Sent: Tuesday, September 17, 2019 10:32 AM
To: Vogel, John <jvogel@tuckerlaw.com>
Subject: Fwd: Woodland Hills SD Lease Agreement - Legal Review

External Email: Use Caution When Opening Attachments or Links.

We just received this.

Sent from my iPhone

Begin forwarded message:

> **From:** "Vinnie Deleonibus" <vdeleonibus@thewilsongroup.com>
> **To:** "Steve Muiter" <muitst@whsd.net>
> **Cc:** "Gigliotti, Michael" <giglmi@whsd.net>
> **Subject: Woodland Hills SD Lease Agreement - Legal Review**
>
> Steve,

As per your request, here is the lease agreement that we will be using for this transaction. The individual documents are:

1. State and Local Government Lease-Purchase Agreement - Terms and conditions are similar to most common hardware leases. Please forward any comments from your solicitor and I will expedite it with our legal team.
2. Attachment 1 - Lease Payment Schedule - Will be filled out as a complete amortization schedule once we determine the installation date, which will dictate the payment dates.
3. Attachment 2 - Equipment Description - Full equipment description will be entered into this section, as indicated in the proposal
4. Municipal Authorization - Acknowledges that the School District is a public entity and that the proper bid requirements were met (in this case, COSTARS).
5. Acceptance Certificate - To be signed and dated upon final delivery of the equipment.

Please forward any comments or questions from your council and I will get them addressed asap.

Thanks!

Vinnie

-----Original Message-----
From: Scanner <scanner@thewilsongroup.com> On Behalf Of scanner@
Sent: Tuesday, September 17, 2019 10:14 AM
To: Vinnie Deleonibus <vdeleonibus@thewilsongroup.com>
Subject: Woodland Hills SD Lease Agreement - Legal Review

Reply to: scanner@thewilsongroup.com <scanner@thewilsongroup.com> Device Name: Not Set Device Model: MX-4141N
Location: Not Set

File Format: PDF (Medium)
Resolution: 600dpi x 600dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/

Exhibit 33

From: Muiter, Cheryl <muitch@whsd.net>
Sent: Thursday, March 28, 2019 2:51 PM EDT
To: James Harris <harrja@whsd.net>
CC: Boyd, Angel <boydan@whsd.net>
Subject: Safety and Security Coordinator resume
Attachment(s): "Scanned from a Xerox Multifunction Printer.pdf"

Another resume received.

Sincerely,

Cheryl Muiter
Personnel Coordinator
Woodland Hills School District
Administration Office
531 Jones Avenue
North Braddock, PA 15104
412-731-1300 x 0114
412-273-3604 - Fax

From: whsdprinter@whsd.net <whsdprinter@whsd.net>
Sent: Thursday, March 28, 2019 2:02 PM
To: Muiter, Cheryl
Subject: WHSD Scanned Document

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location:
Device Name: ADPERSX7845

Michael F. Pietragallo
119 Oak Glen Drive
Oakmont, Pennsylvania 15139
phone 412.992.6347 ~ e mail mfpietragallo@gmail.com

WORK HISTORY

2016-Present ***PalAmerican Security/Allegheny Health Network***
Director, Security Operations
Responsible for over-site of all security operations throughout the Allegheny Health Network. With a staff of over 200 Officers I manage the day to day operations of 13 facilities.

2015-2016 ***Security America, Inc.***
Pittsburgh Regional Office Manager
Responsible for operations as well as all Sales and Administrative tasks for the expansion office of Security America a 34 year old company based out of Charleston, West Virginia.

2006-Present ***CrossFit Pittsburgh***
Founder/Co-Owner
As the Owner of a CrossFit Affiliate sales and customer service along with programming and coaching are an integral part of my day to day routine. We were the first CrossFit Affiliate in western Pennsylvania, the second in the state and 54th Affiliate world-wide. Our membership has shown consistent growth since we opened our doors. I am a certified Level 2 Trainer. In addition I am responsible for marketing, product design, advertising, development and programming of training and maintaining our website, www.crossfitpittsburgh.com. In 2011 we sent a team to the Mid-Atlantic Regional competition of the Reebok CrossFit Games.

2010-2012 ***SAIC***
Combat Weapons Instructor
Combatives Instructor
Tactical advisor to US Navy EOD service-members preparing for combat deployments to Iraq and Afghanistan with a student through put of approximately 200 per year.

2004-2010 ***MVM, Inc***
National Security Agency
Served as Operations Coordinator, Team Leader and Team Member on the Global Security Response Unit (GSRU), a multi-million dollar Department of Defense project operating in Iraq and Afghanistan. Founding member of the first Team to deploy for the NSA in it's history. Recruited, selected and trained over 100 Operators from 2004 through 2009 in protective team operations in a hostile environment. Ran ground operations in both theaters of operation including close protection of National Assets in country.

2002-2004 ***DynCorp International***
U.S. Department of State WPS (Worldwide Protective Services)
Team Leader assigned to a Department of State detail based at the US Embassy in Tel Aviv, Israel, providing protective services to Foreign Service Officers and USAID personnel throughout the Gaza Strip and the West Bank in a hostile environment.

2001-2002 ***Security Consultant***
Services included but were not limited to; security surveys, threat assessments, executive protection and training.

1995-2001 ***VANCE International***
Executive Protector/Training Cadre Member
Persons under my protection have included several members of the Royal Family of the Kingdom of Saudi Arabia, the Royal family of Qatar and a wide variety of corporate executives, celebrities and their families. As a Detail Leader I have supervised the development of new agents in the field. I served as a member of VANCE Executive Protection's Special Assignments Group/High Risk Protection Team as well as a member of the Training Cadre.

1993-1995 ***Consultant***
During this period I worked freelance in the Executive Protection/private security field.

1989-1993 ***United States Navy***
Naval Flight Officer
During my years of active duty service my primary mission was aviation. I served as a Bombadier/Navigator on an A-6E Intruder (the Navy's all-weather medium attack aircraft). During my last year of service I was temporarily assigned to Special Operations/Explosive Ordnance Disposal Mobile Unit Two.

EDUCATION

1986 Bachelor of Science in Psychology, University of Pittsburgh.

SECURITY CLEARANCE

2004-Present **Top Secret (TS/SCI, TK, GAMMA)**

2002-2004 **Top Secret**

PLACE OF BIRTH

Pittsburgh, Pennsylvania

PROFESSIONAL ASSOCIATIONS

ASIS (American Society of Industrial Security)

IAHSS (International Association for Healthcare Security and Safety)

ADDITIONAL SKILLS

NRA Certified Firearms Instructor. Pistol, Rifle and Shotgun.

Navy ESAMI CAT IV Firearms instructor Rifle, Pistol, Shotgun.

Expert in unarmed combat. Experienced in Mixed Martial Arts, Boxing, Aikido, Brazilian Ju Jitsu with a Black Belt in Isshinryu Karate.

Expert in the use of small arms with an extensive knowledge of explosive ordnance. Military Operations on Urban Terrain (MOUT), CQB Instructor.

Motorcade operations utilizing fully armored vehicles.

Exhibit 34

From: James Harris <harrja@whsd.net>
Sent: Tuesday, November 19, 2019 4:10 PM EST
To: Michael Pietragallo <pietmi@whsd.net>
CC: Gigliotti, Michael <giglmi@whsd.net>
Subject: Re: Security Contract

Ok, thanks.

James P. Harris
Superintendent
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
412-731-1300, ext: 0183

From: Michael Pietragallo <pietmi@whsd.net>
Sent: Tuesday, November 19, 2019 4:05 PM
To: James Harris <harrja@whsd.net>
Cc: Gigliotti, Michael <giglmi@whsd.net>
Subject: Re: Security Contract

They've been in the District for about 18 years. Keith told me that himself. I have the RFP and I'm updating it so that we can put it out for re-bid.

This is the last school year of our current contract.

Mike Pietragallo
Safety and Security Manager
Woodland Hills School District
Email: pietmi@whsd.net
Phone: 412-731-1300 x0172

From: James Harris <harrja@whsd.net>
Sent: Tuesday, November 19, 2019 4:04 PM
To: Michael Pietragallo <pietmi@whsd.net>
Cc: Gigliotti, Michael <giglmi@whsd.net>
Subject: Security Contract

How long have we been with Dynasty? Since we currently have a greater need for security and professionalism what are the thoughts of placing this service out for bid?

James P. Harris
Superintendent
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
412-731-1300, ext: 0183

Exhibit 35

From: Ann Dormer <dsitm1@verizon.net>
Sent: Friday, February 07, 2020 11:52 AM EST
To: Jamie Glasser <glasja@whsd.net>
CC: Michael Belmonte <belmmi@whsd.net>; Terri Lawson <lawste@whsd.net>; Marilyn Scott <scotma@whsd.net>; Candice Hodge <hodgca@whsd.net>; David Graves <gravda@whsdnet.onmicrosoft.com>; Chardae Seligsohn <selich@whsd.net>; Paige Strasbaugh <strapa@whsd.net>; Ronna Currie <currro@whsd.net>
Subject: Contract Termination
Attachment(s): "term memo.pdf"

Ann Dormer
Operations Manager
Dynasty Security, Inc.

DYNASTY SECURITY, INC.

300 PENN CENTER BLVD. STE 225
PITTSBURGH, PA 15235
dsitm1@verizon.net
(412) 829-0881 OFFICE
(412) 829-0940 FAX

KEITH D. GUTHRIE
PRESIDENT

SUZY GRANT
VICE-PRESIDENT

TO: All Dynasty Security, Inc. Officers Assigned to Woodland Hills School District

FROM: KDG Keith D. Guthrie

SUBJECT: Termination of Contract

DATE: February 6, 2020

I'm sure by now everyone has heard that Dynasty Security, Inc.'s contract with Woodland Hills School District will terminate on February 29, 2020.

This is not a reflection of your work. In fact, they need you to work for the new company. The only person they don't want is me.

The State of Pennsylvania passed a new law concerning security officers working in schools. All new hires must attend a five (5) day class prior to working in the schools. Current officers have until the next school year to take the training.

The cost of training would be over $1,000.00 per officer and Dynasty Security, Inc. could not incur that cost for each new officer that may or may not work out in the schools

Since I would not hire officers without the required training, our contract is being terminated. The new firm apparently is willing to violate the new law as they are advertising for officers for Woodland Hills without the training.

Dynasty Security, Inc. would like to thank you for your loyalty. As we will not have work for all officers, if you would like to stay with Woodland Hills School District, contact PalAmerican Security.

Exhibit 36

From: Michael Pietragallo <pietmi@whsd.net>
Sent: Saturday, February 22, 2020 2:18 PM EST
To: Jamie Glasser <glasja@whsd.net>
CC: James Harris <harrja@whsd.net>; Michael Belmonte <belmmi@whsd.net>; Terri Lawson <lawste@whsd.net>; Marilyn Scott <scotma@whsd.net>; Candice Hodge <hodgca@whsd.net>; David Graves <gravda@whsdnet.onmicrosoft.com>; Chardae Seligsohn <selich@whsd.net>; Paige Strasbaugh <strapa@whsd.net>; Ronna Currie <currro@whsd.net>
Subject: Re: Security Transition

Yes Ma'am I think I can.

For quite some time now Dynasty Security has been unable to maintain their staffing numbers. This was a contributing factor in our decision to replace them. There was a previous memo circulated wherein Keith Guthrie was stating that he could not hire new security personnel due to state training requirements. I was able to determine that that information was incorrect and I shared that with Keith Guthrie. It changed nothing.

Approximately two weeks ago Keith Guthrie contacted Roger Rees, the vice president of PalAmerican Security. The contact was quite cordial and Keith even told Roger to "feel free" to speak directly with dynasty personnel and hire them. During that same conversation he asked Roger if PalAmerican Security interested in buying Dynasty Security.

Taking in the totality of circumstances it appears to me that Keith Guthrie is playing both sides against the middle so to speak.

I was unaware that there was any recent communication between Pedro and a Dynasty Security supervisor in regard to staffing. It is also highly probable that this email is one last shot at the decision we made before the changeover. I do not believe we can even bring PalAmerican Security in prior to 1 March as per the contract.

Pedro, Norman and I will make any and all necessary arrangements for coverage this week and start fresh with PalAmerican on Monday, 02 March.

I'm sorry if this response ran on. That was not my intention but I wanted to provide a thorough response.

Thank you,

Mike

Sent from my iPhone

> On Feb 22, 2020, at 6:46 AM, Jamie Glasser <glasja@whsd.net> wrote:
>
> Mr. Pietragallo,
> Can you provide some background on this email?
> Thanks,
> Jamie
>
> Jamie Glasser
> Woodland Hills School Board
>
> ---
>
> **From:** Ann Dormer <dsitm1@verizon.net>
> **Date:** Friday, February 21, 2020 at 10:24 AM
> **To:** Michael Pietragallo <pietmi@whsd.net>
> **Cc:** Jamie Glasser <glasja@whsd.net>, Michael Belmonte <belmmi@whsd.net>, Terri Lawson <lawste@whsd.net>, Marilyn Scott <scotma@whsd.net>, Candice Hodge <hodgca@whsd.net>, David Graves <gravda@whsdnet.onmicrosoft.com>, Chardae Seligsohn <selich@whsd.net>, Paige Strasbaugh <strapa@whsd.net>, Ronna Currie <currro@whsd.net>
> **Subject:** Security Transition
>
> Mr. Pietragallo,
>
> I asked you how you wanted to handle the transition of the security guards and you said that you were making a list of my guards that you wanted to keep and that I wouldn't be needed.
>
> Since that time, Woodland Hills personnel have been trying to get my guards to go to the new security company. In fact, you tried to get one (1) of my supervisors to "jump ship" prior to Dynasty Security, Inc. being notified of our termination. This has caused several guards to resign, find other employment, and call off duty to go to PalAmerican for interviews.
>
> Since I cannot replace anyone, our staff is very low. Today, Mr. Valez told one (1) of my supervisors that if Dynasty Security, Inc. wants to quit now they can and that he was going to ask you for permission to bring in guards from the new company.

We cannot work with your new firm. There are too many liability concerns. If you would like, replace my guards at the intermediate school and I will send my guards to the high school.

You are making this transition harder that it needs to be by not communicating with my office. If you have any questions or messages, you are to contact my office. Please do not approach my supervisors.

Sincerely,

Keith D. Guthrie
President
Dynasty Security, Inc.

Exhibit 37

Agenda Item Details

Meeting	Apr 15, 2020 - LEGISLATIVE MEETING AGENDA
Category	8. SAFETY AND SECURITY
Subject	8.1 We seek approval to award PAL America the Security Services bid for the school years 2020-2021 through 2022-2023.
Type	Action
Recommended Action	The Administration recommends this action.

RELEVANT FACTS:

OTHER IMPORTANT INFORMATION:

PAL American bid.pdf (234 KB)

Security America Inc bid.pdf (272 KB)

Motion & Voting

The Administration recommends this action.

Motion by Mike Belmonte, second by Terry Lawson.
Final Resolution: Motion Approved
Yea: David W Graves Jr, Chardae Seligsohn, Terry Lawson, Ronna Currie, Paige Strasbaugh, Mike Belmonte, Jamie Glasser, Marilyn Scott, Candice Hodge

PAI American Security

2020-2021
FINANCIAL SECTION

All security firms that are providing security services for the district must list the prices they will charge the school district for their security services. The school district will only pay for services rendered; they will not pay for fringes or services not rendered.

COSTS ASSOCIATED WITH DAY SECURITY

Full time (8-hour days on site, scheduled between 6:00 a.m. to 5:00 p.m. during the school year). Exact times differ per school and will be formalized by each school's principal before the school year.

Part time (2 hours per day on site, scheduled between 6:00 a.m. and 10:00 a.m. during the school year). Exact times differ per school and will be formalized by each school's principal before the school year.

Full time (8 hours daily during school year - 178 Days)	
Hourly rate for full time employee	$18.59
Hourly rate for Supervisor at High School and Middle School	$21.43
Daily rate for full time employee	$148.72
Daily rate for Full time Supervisor	$171.44

Yearly rate for all 9 ft employees and one supervisor (Based on 100% attendance) $268,765.76

Training cost per full-time employee - 2 days	$0.00 (included)
Total training cost of all full-time employees	$0.00 (included)
Part time (2, 4 and 5) hours daily during school year)	
Hourly rate for 2-4-5 hour employee	2 hr = $24.04/hr 4 and 5 hr = $18.59/hr.
Daily rate for 2-4-5 hour employee	2 hr = $48.08 4 hr = $74.36 5 hr = $92.95
Yearly rate 2-hour employees	$68,465.92
One 4 Hour and one 5-hour employee	4 hr = $13,236.08 5 hr = $16,545.10

2020-2021

(Based on 100% attendance)	$0.00 (included)
Training cost per part time employee - 2 days	$0.00 (included)

The administration reserves the right to change number of security personnel scheduled for any building or assignment on an as needed basis.

2020-2021

COSTS ASSOCIATED WITH SPECIAL EVENT SECURITY

Number of hours and employees determined by principal and/or athletic director prior to event and approved by the assistant superintendent.

Hourly rate of event supervisor if required	$22.00
Hourly rate per Friday night football games	$20.00
(Expected Hours - 6:00 p.m. to 11 p.m.) Hourly rate for armed off duty policeman for	$30.00
Friday night football games (Expected Hours - 6:00 p.m. to 11 p.m.) Hourly rate per Saturday football games	$20.00
(Expected Hours - Noon to 5:00 p.m.) Hourly rate for armed off duty policemen for	$30.00
Saturday football games) (Expected Hours - Noon to 5:00 p.m.) Hourly rate per Evening basketball games	$20.00
(Expected Hours - 6:00 to 1 1 p.m.) Hourly rate per Special events (Board meetings, Musicals, Plays, etc.)	$20.00

SPECIAL COSTS

Hourly rate of investigator to assist during investigation as directed by administration	$40.00
Hourly court costs in event employee is to appear in court on behalf of district	$18.59

Travel costs are not part of any rate. Hourly rate is figured on number of hours on job site.

Company Concerns: None at this time.

2021-2022

FINANCIAL SECTION

All security firms that are providing security services for the district must list prices they will charge the school district for security services. The school district will only pay for services rendered; they will not pay for fringes or services not rendered.

COSTS ASSOCIATED WITH DAY SECURITY

Full time (8-hour days on site, scheduled between 6:00 a.m. to 5:00 p.m. during the school year). Exact times differ per building and will be formalized by building principal before the school year.

Part time (2 hours per day on site, scheduled between 6:00 a.m. and 10:00 a.m. during the school year). Exact times differ per building and will be formalized by building principal before the school year.

Full time (8 hours daily during school year - 178 Days)	
Hourly rate for full time employee	$18.96
Hourly rate for Supervisor at High School and Middle School	$21.86
Daily rate for full time employee	$151.68
Daily rate for Full time Supervisor	$174.88

Yearly rate for all 9 ft employees and one supervisor (Based on 100% attendance) $274,120.00

Training cost per full-time employee - 2 days	$0.00 (included)
Total training cost of all full-time employees	$0.00 (included)
Part time (2, 4 and 5) hours daily during school year)	
Hourly rate for 2-4-5 hour employee	2 hr = $24.04/hr 4 and 5 hr = $18.96/hr.
Daily rate for 2-4-5 hour employee	2 hr = $48.08 4 hr = $75.84 5 hr = $94.80
Yearly rate 2-hour employees	$68,465.92
One 4 Hour and one 5-hour employee	4 hr = $13,499.52 5 hr = $16,874.40

2021-2022

(Based on 100% attendance)	$0.00 (included)
Training cost per part time employee - 2 days	$0.00 (included)

The administration reserves the right to change number of security personnel scheduled for any building or assignment on an as needed basis.

COSTS ASSOCIATED WITH SPECIAL EVENT SECURITY

Number of hours and employees determined by principal and/or athletic director prior to event and approved by the assistant superintendent.

2021-2022

Hourly rate of event supervisor if required	$22.00
Hourly rate per Friday night football games	$20.00
(Expected Hours - 6:00 p.m. to 11 p.m.)	
Hourly rate for armed off duty policeman for	$30.00
Friday night football games	
(Expected Hours - 6:00 p.m. to 11 p.m.)	
Hourly rate per Saturday football games	$20.00
(Expected Hours - Noon to 5:00 p.m.)	
Hourly rate for armed off duty policemen for	$30.00
Saturday football games)	
(Expected Hours - Noon to 5:00 p.m.)	
Hourly rate per Evening basketball games	$20.00
(Expected Hours - 6:00 to 1 1 p.m.)	
Hourly rate per Special events (Board meetings, Musicals, Plays, etc.)	$20.00

SPECIAL COSTS

Hourly rate of investigator to assist during investigation as directed by administration	$40.00

2021-2022

Hourly court costs in event employee is to appear in court on behalf of district
$18.96

Travel costs are not part of any rate. Hourly rate is figured on number of hours on job site.

Company Concerns: None at this time.

2022-2023

FINANCIAL SECTION

All security firms that are providing security services for the district must list prices they will charge the school district for security services. The school district will only pay for services rendered; they will not pay for fringes or services not rendered.

COSTS ASSOCIATED WITH DAY SECURITY

Full time (8-hour days on site, scheduled between 6:00 a.m. to 5:00 p.m. during the school year). Exact times differ per building and will be formalized by building principal before the school year.

Part time (2 hours per day on site, scheduled between 6:00 a.m. and 10:00 a.m. during the school year). Exact times differ per building and will be formalized by building principal before the school year.

Full time (8 hours daily during school year - 178 Days)	
Hourly rate for full time employee	$19.34
Hourly rate for Supervisor at High School and Middle School	$22.30
Daily rate for full time employee	$154.72
Daily rate for Full time Supervisor	$178.40

Yearly rate for all 9 ft employees and one supervisor (Based on 100% attendance) $279,616.64

Training cost per full-time employee - 2 days	$0.00 (included)
Total training cost of all full-time employees	$0.00 (included)
Part time (2, 4 and 5) hours daily during school year)	
Hourly rate for 2-4-5 hour employee	2 hr = $24.52/hr 4 and 5 hr = $19.34/hr.
Daily rate for 2-4-5 hour employee	2 hr = $49.04 4 hr = $77.36 5 hr = $96.70
Yearly rate 2-hour employees	$69,832.96
One 4 Hour and one 5-hour employee	4 hr = $13,770.08 5 hr = $17,212.60

2022-2023

(Based on 100% attendance)	$0.00 (included)
Training cost per part time employee - 2 days	$0.00 (included)

The administration reserves the right to change number of security personnel scheduled for any building or assignment on an as needed basis.

2022-2023

COSTS ASSOCIATED WITH SPECIAL EVENT SECURITY

Number of hours and employees determined by principal and/or athletic director prior to event and approved by the assistant superintendent.

Hourly rate of event supervisor if required	$23.00
Hourly rate per Friday night football games	$21.00
(Expected Hours - 6:00 p.m. to 11 p.m.)	
Hourly rate for armed off duty policeman for	$35.00
Friday night football games	
(Expected Hours - 6:00 p.m. to 11 p.m.)	
Hourly rate per Saturday football games	$21.00
(Expected Hours - Noon to 5:00 p.m.)	
Hourly rate for armed off duty policemen for	$35.00
Saturday football games)	
(Expected Hours - Noon to 5:00 p.m.)	
Hourly rate per Evening basketball games	$21.00
(Expected Hours - 6:00 to 1 1 p.m.)	
Hourly rate per Special events (Board meetings, Musicals, Plays, etc.)	$21.00

SPECIAL COSTS

Hourly rate of investigator to assist during investigation as directed by administration	$42.00

2022-2023

Hourly court costs in event employee is to appear in court on behalf of district

$19.34

Travel costs are not part of any rate. Hourly rate is figured on number of hours on job site.

Company Concerns: None at this time.

Security America, INC

2020-2021
FINANCIAL SECTION

All security firms that are providing security services for the district must list the prices they will charge the school district for their security services. The school district will only pay for services rendered; they will not pay for fringes or services not rendered.

COSTS ASSOCIATED WITH DAY SECURITY

Full time (8-hour days on site, scheduled between 6:00 a.m. to 5:00 p.m. during the school year). Exact times differ per school and will be formalized by each school's principal before the school year.

Part time (2 hours per day on site, scheduled between 6:00 a.m. and 10:00 a.m. during the school year). Exact times differ per school and will be formalized by each school's principal before the school year.

Full time (8 hours daily during school year - 178 Days)	
Hourly rate for full time employee	$23.22 an hour
Daily rate for full time employee	$185.76 for 8 hours
Yearly rate for all 10 full-time employees (Based on 100% attendance)	$330,652.80
Training cost per full-time employee - 2 days	Included in Hourly
Total training cost of all full-time employees	Included Above
Part time (2, 4 and 5) hours daily during school year)	
Hourly rate for 2-4-5 hour employee	$24.32 an hour
Daily rate for 2-4-5 hour employee	$97.28 for 4 hours
Yearly rate 2-hour employees One 4 Hour and one 5-hour employee (Based on 100% attendance)	$38,960.64
Training cost per part time employee - 2 days	Included Above

The administration reserves the right to change number of security personnel scheduled for any building or assignment on an as needed basis.

2020-2021

COSTS ASSOCIATED WITH SPECIAL EVENT SECURITY

Number of hours and employees determined by principal and/or athletic director prior to event and approved by the assistant superintendent.

Hourly rate of event supervisor if required	$60 an hour
Hourly rate per Friday night football games (Expected Hours - 6:00 p.m. to 11:00 p.m.)	$37.99 Unarmed
Hourly rate for armed off duty policeman for Friday night football games (Expected Hours - 6:00 p.m. to 11:00 p.m.)	$60 an hour
Hourly rate per Saturday football games (Expected Hours - Noon to 5:00 p.m.)	$37.99 Unarmed
Hourly rate for armed off duty policemen for Saturday football games) (Expected Hours - Noon to 5:00 p.m.)	$60 an hour
Hourly rate per Evening basketball games (Expected Hours - 6:00 to 11:00 p.m.)	$37.99 Unarmed
Hourly rate per Special events (Board meetings, Musicals, Plays, etc.)	$37.99 Unarmed

SPECIAL COSTS

Hourly rate of investigator to assist during investigation as directed by administration	$75 an hour
Hourly court costs in event employee is to appear in court on behalf of district	Depends on what employee; See above

Travel costs are not part of any rate. Hourly rate is figured on number of hours on job site.

Company Concerns:

The hourly rate would vary based on if unarmed or armed security officer or if investigator.

We would charge the same rates above.

2021-2022
FINANCIAL SECTION

All security firms that are providing security services for the district must list prices they will charge the school district for security services. The school district will only pay for services rendered; they will not pay for fringes or services not rendered.

COSTS ASSOCIATED WITH DAY SECURITY

Full time (8-hour days on site, scheduled between 6:00 a.m. to 5:00 p.m. during the school year). Exact times differ per building and will be formalized by building principal before the school year.

Part time (2 hours per day on site, scheduled between 6:00 a.m. and 10:00 a.m. during the school year). Exact times differ per building and will be formalized by building principal before the school year.

Full time (8 hours daily during school year - 178 Days)	
Hourly rate for full time employee	$23.92
Daily rate for full time employee	$191.36
Yearly rate for all 10 full-time employees (Based on 100% attendance)	$340,620.80
Training cost per full-time employee - 2 days	Included in Hourly
Total training cost of all full-time employees	Included Above
Part time (2, 4 and 5) hours daily during school year)	
Hourly rate for 2-4-5 hour employee	$25.05
Daily rate for 2-4-5 hour employee	$100.20 for 4 hours
Yearly rate 2-hour employees One 4 Hour and one 5-hour employee (Based on 100% attendance)	$40,130.10
Training cost per part time employee - 2 days	Included in Hourly

The administration reserves the right to change number of security personnel scheduled for any building or assignment on an as needed basis.

2021-2022

COSTS ASSOCIATED WITH SPECIAL EVENT SECURITY

Number of hours and employees determined by principal and/or athletic director prior to event and approved by the assistant superintendent.

Hourly rate of event supervisor if required	$60 an hour
Hourly rate per Friday night football games (Expected Hours - 6:00 p.m. to 11:00 p.m.)	$37.99 Unarmed
Hourly rate for armed off duty policeman for Friday night football games (Expected Hours - 6:00 p.m. to 11:00 p.m.)	$60 an hour
Hourly rate per Saturday football games (Expected Hours - Noon to 5:00 p.m.)	$37.99 Unarmed
Hourly rate for armed off duty policemen for Saturday football games) (Expected Hours - Noon to 5:00 p.m.)	$60 an hour
Hourly rate per Evening basketball games (Expected Hours - 6:00 to 11:00 p.m.)	$37.99 Unarmed
Hourly rate per Special events (Board meetings, Musicals, Plays, etc.)	$37.99 Unarmed

SPECIAL COSTS

Hourly rate of investigator to assist during investigation as directed by administration	$75 an hour
Hourly court costs in event employee is to appear in court on behalf of district	Based on employee type

Travel costs are not part of any rate. Hourly rate is figured on number of hours on job site.

Company Concerns:

_____

_____

_____

_____

_____

2022-2023
FINANCIAL SECTION

All security firms that are providing security services for the district must list prices they will charge the school district for security services. The school district will only pay for services rendered; they will not pay for fringes or services not rendered.

COSTS ASSOCIATED WITH DAY SECURITY

Full time (8-hour days on site, scheduled between 6:00 a.m. to 5:00 p.m. during the school year). Exact times differ per building and will be formalized by building principal before the school year.

Part time (2 hours per day on site, scheduled between 6:00 a.m. and 10:00 a.m. during the school year). Exact times differ per building and will be formalized by building principal before the school year.

Full time (8 hours daily during school year - 178 Days)	
Hourly rate for full time employee	$24.64 an hour
Daily rate for full time employee	$197.12 for 8 hours
Yearly rate for all 10 full-time employees (Based on 100% attendance)	$350,873.60
Training cost per full-time employee - 2 days	Included in above
Total training cost of all full-time employees	Included
Part time (2, 4 and 5) hours daily during school year)	
Hourly rate for 2-4-5 hour employee	$25.80 an hour
Daily rate for 2-4-5 hour employee	$103.20 for 4 hours
Yearly rate 2-hour employees One 4 Hour and one 5-hour employee (Based on 100% attendance)	$41,331.60
Training cost per part time employee - 2 days	Included

The administration reserves the right to change number of security personnel scheduled for any building or assignment on an as needed basis.

2022-2023

COSTS ASSOCIATED WITH SPECIAL EVENT SECURITY

Number of hours and employees determined by principal and/or athletic director prior to event and approved by the assistant superintendent.

Hourly rate of event supervisor if required	$61.20 an hour
Hourly rate per Friday night football games (Expected Hours - 6:00 p.m. to 11:00 p.m.)	$38.75 Unarmed
Hourly rate for armed off duty policeman for Friday night football games (Expected Hours - 6:00 p.m. to 11:00 p.m.)	$61.20 an hour
Hourly rate per Saturday football games (Expected Hours - Noon to 5:00 p.m.)	$38.75 Unarmed
Hourly rate for armed off duty policemen for Saturday football games) (Expected Hours - Noon to 5:00 p.m.)	$61.20 an hour
Hourly rate per Evening basketball games (Expected Hours - 6:00 to 11:00 p.m.)	$38.75 Unarmed
Hourly rate per Special events (Board meetings, Musicals, Plays, etc.)	$38.75 Unarmed

SPECIAL COSTS

Hourly rate of investigator to assist during investigation as directed by administration	$76.50 an hour
Hourly court costs in event employee is to appear in court on behalf of district	Depends on type of employee

Travel costs are not part of any rate. Hourly rate is figured on number of hours on job site.

Company Concerns:

_____

_____

_____

_____

_____

Billing: Customarily, all invoices will be paid within two days after the Legislative school board meeting. Invoices are to be provided to Business Office within two weeks following the serviced period.

Exhibit 38

From: Paul Moviel <pmoviel@palamerican.com>
Sent: Friday, August 27, 2021 8:54 PM EDT
To: James Harris <harrja@whsd.net>; Michael Pietragallo <pietmi@whsd.net>
CC: Scott Gamble <SGamble@palamerican.com>; Myles Davis <mydavis@palamerican.com>; William Beiling <BBeiling@palamerican.com>; Jason Begin <JBegin@palamerican.com>; Troy Hales <THales@palamerican.com>
Subject: Fw: Re:

Please be cautious
This email was sent outside of your organization

Mike,

I wanted to follow up on the below email that you sent over this evening. We have put everything forward to drive success and have been ignored. Scott and his team have come to you multiple times around the wage market and the struggles finding staff these days to work for $12.50 to $13.00 per hour and have been met with silence or a flat-out sorry deal with it attitude. I have dealt with clients all over the country who understand and have communicated with us that they are in the same boat with hiring and have worked with us on the wages to compete with many other markets to hire quality staff, you have not. Again, we are met with silence.

When you came to me months ago asking to keep Norm Winslow because the school asked you to make budget cuts during COVID, we did that and paid him more money than we had budgeted for in the contract out of good faith and partnership with Woodland Hills. We have hired employees to ramp up during COVID because the school was going from virtual back to in person, we hired and spent a lot of money with on boarding, uniforms, backgrounds, and the list goes on only to be met with "sorry they are sticking with virtual, so the hours are off". We then had those employees leave us and lost out on money, but we stayed the course and kept you happy. Then we get an email on July 27th from Norm saying the school board approved the hours and staff and you want people in less than thirty days, again we asked about the wages so that we can find the staff and nothing from you. There is a lot more Mike, but I think you get the point, and I will keep it professional unlike the email you sent over tonight.

So, you have made our decision easy as an organization, we are giving you are (30) day's notice as per the contract. Our last day of service will be on September 26th, 2021. Starting tomorrow we will not have any shifts scheduled costing us OT unless we can bill it (needs to be in writing from you that it is approved) we will stop all recruiting efforts, and we will communicate all openings so you can notify your staff. We will not have any more managers working post from our office as well.

MP Michael Pietragallo <pietmi@whsd.net>
Fri 8/27/2021 4:24 PM
To: Paul Moviel; Scott Gamble; William Beiling; jbegin@paladin.com

[EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gentlemen,

It's hard to believe that you could've made a bigger bungle of this project and yet you've done it. Congratulations.

You had a week to provide us with personnel for metal detector duty for these football games and you failed.

You are making my decision very easy.

Sent from my iPhone

If you decide to come to the table and have a discussion with the wages we sent over and what the market is calling for, I will leave that door open. If not, I wish you and the school luck in the future.

Have a good evening.

V/R

Paul A. Moviel
Senior Regional Director
C. 440.465.4708
T. 412.331.2211
E. pmoviel@palamerican.com
329 Forest Grove Rd Suite 204
Coraopolis, PA 15108 USA
palamericansecurity.com

From: Paul Moviel <pmoviel@palamerican.com>
Sent: Tuesday, August 24, 2021 1:32 PM
To: Michael Pietragallo <pietmi@whsd.net>
Cc: Scott Gamble <SGamble@palamerican.com>; William Beiling <BBeiling@palamerican.com>; Myles Davis <mydavis@palamerican.com>
Subject: Re: Re:

Mike,

I wanted to follow up on the below emails from last week and see where we stand, along with if you had any issues that we could address from the first couple days of school. As I have said below, and Scott has discussed with you we need some answers on the wage so that we can start recruiting properly for your schools. Finding people for $12.50 per hour is just not in the cards from when we started the contract during COVID.

With that said I would like to see if we can come to an agreement by the end of the month on a wage to support the book of business.

Look forward to hearing back when you have a minute.

V/R

Paul A. Moviel
Senior Regional Director
C. 440.465.4708
T. 412.331.2211
E. pmoviel@palamerican.com
329 Forest Grove Rd Suite 204
Coraopolis, PA 15108 USA
palamericansecurity.com

From: Paul Moviel <pmoviel@palamerican.com>
Sent: Friday, August 20, 2021 4:26 PM
To: Michael Pietragallo <pietmi@whsd.net>
Cc: Scott Gamble <SGamble@palamerican.com>; William Beiling <BBeiling@palamerican.com>; Myles Davis <mydavis@palamerican.com>
Subject: Re: Re:

Mike,

I will talk with the office and see what notifications went out. Yes, we always want to be prepared and ready to roll but how many times did we get people in place last year to "ramp up" then told we are not going live. We lost out on a lot of money on boarding people, uniforms, running backgrounds, clearances and the list goes on. That is great that we had a "heads up" that staffing may increase and to be ready for whatever is thrown our way but as you know Mike to say ok, we are going to hire (20) people and then have them sit for months, it does not work especially during these times we are in.

Bottom line is we go notice at the end of July to find people and have them ready to roll. I know you all are going through the same struggles hiring people just like everyone else in the country, to hold us hostage and ask for all these people in the timeframe is a lot. If that is your stance and you are not willing to partner with us around the pay rates and other ideas that we have talked with you about then I agree that maybe this is not a partnership that will work.

If you are not willing to partner with us Mike then I agree that we part ways.

V/R

Paul A. Moviel
Senior Regional Director
C. 440.465.4708

T. 412.331.2211
E. pmoviel@palamerican.com
329 Forest Grove Rd Suite 204
Coraopolis, PA 15108 USA
palamericansecurity.com

From: Michael Pietragallo <pietmi@whsd.net>
Sent: Friday, August 20, 2021 4:12 PM
To: Paul Moviel <pmoviel@palamerican.com>
Cc: Scott Gamble <SGamble@palamerican.com>; William Beiling <BBeiling@palamerican.com>; Myles Davis <mydavis@palamerican.com>
Subject: Re:

[EXTERNAL] This email originated from **outside** of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Paul,

On May 28 an email went out informing PalAmerican of the training required. Roughly one week later another email went out, the first of many saying while we do not have a definitive number we will be increasing our manpower requirement. Hard numbers didn't go out until later in July that is correct but if I get a warning saying rain is coming I'm not Goni g to wait to find out how much is expected. I will prepare.

Now, the more pressing question, how is it late Friday afternoon and you still have guards not knowing where they're going on Monday? I've got an individual thinking she's going to an elementary school. We decided to go without security at the elementary schools because we don't have the numbers.

That makes me think that no one from your office has reached out to any guards to tell them where to be when to be. Monday morning will tell the tale.

Sent from my iPhone

On Aug 20, 2021, at 3:55 PM, Paul Moviel <pmoviel@palamerican.com> wrote:

Please be cautious
This email was sent outside of your organization

Mike,

Please see the email below that we got around the notification to add the staff on. July 26th, 2021 is the first that we got on all the schools. I am concerned that we got such a short notice and now you are going to cancel the contract with us? I think that we have been a good partner and to give us a short window during saying we have (10) days to get staff in is not sitting well with me. Can you let me know what other emails we got back in May?

<image.png>

Paul A. Moviel
Senior Regional Director
C. 440.465.4708
T. 412.331.2211
E. pmoviel@palamerican.com
329 Forest Grove Rd Suite 204
Coraopolis, PA 15108 USA
palamericansecurity.com
<Outlook-bwst3kro.png>

From: Michael Pietragallo <pietmi@whsd.net>
Sent: Friday, August 20, 2021 3:46 PM
To: Paul Moviel <pmoviel@palamerican.com>; Scott Gamble <SGamble@palamerican.com>; William Beiling <BBeiling@palamerican.com>; Myles Davis <mydavis@palamerican.com>
Subject: Fwd:

[EXTERNAL] This email originated from **outside** of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I took the liberty of reaching out to the officers to make sure they knew where to report on Monday.

This individual thinks she is still working at an elementary school which we will not be staffing because we do not have the numbers.

Gentlemen, it is this type of thing that really has me bent out of shape right now. We go live Monday morning.

Email began from us to you via Winslow starting at the end of May, informing you that we would be adding to our numbers. I was cross copied on each and everyone of them. End of May, beginning of June, early July, late July, early August.

This is completely unacceptable. Consider this 10 days notice to get our numbers up. If they are not up at the end of our 10 days then consider a 30 day option to cancel this contract.

Sent from my iPhone

Begin forwarded message:

> **From:** Leah Bowden <debra491958.lb@gmail.com>
> **Date:** August 20, 2021 at 3:06:39 PM EDT
> **To:** Michael Pietragallo <pietmi@whsd.net>

Please be cautious
This email was sent outside of your organization

Sorry I won't be able to work @ the high. I need to be @ the Edgewood Elementary school. I'm raising my Grand daughter and she will start Pre-K next week. The school doesn't provide transportation for Pre-K students. If that will a problem then I will the to work for a different company.

Exhibit 39

From: Michael Pietragallo <pietmi@whsd.net>
Sent: Wednesday, December 15, 2021 5:27 AM EST
To: Ronna Currie <currro@whsd.net>; Michael Belmonte <belmmi@whsd.net>
Subject: Re: PalAmerican Security

Thank you Ma'am. Am-Gard is a reputable provider. They will do the right thing in regard to cost, I'm certain.

Val has their certificate of insurance and W-9 on file, as they were one of the vendors we spoke with back in September.

Dickson has not been PalAmerican's priority. Dr. Peart and I talk frequently about the lack of staff, the wrong staff, etc. This will all turn around now.

Thank you again,

Mike

Mike Pietragallo
Safety and Security Coordinator
Woodland Hills School District
Email: pietmi@whsd.net
Phone: 412-731-1300 x0172

From: Ronna Currie <currro@whsd.net>
Sent: Wednesday, December 15, 2021 5:23 AM
To: Michael Pietragallo <pietmi@whsd.net>; Michael Belmonte <belmmi@whsd.net>
Subject: Re: PalAmerican Security

Thank you, Mike! I'm glad to see them go. Do you know the cost of Am-Gard once the current contract expires? Val will for sure want to see those details.

I have concerns with security at Dickson. If it can be an all hands on deck security situation at arrival and dismissal, that will help a lot. Also obviously throughout the day. There are just too many kids crammed in that building.

Thank you again!
Ronna

From: Michael Pietragallo <pietmi@whsd.net>
Sent: Wednesday, December 15, 2021 5:12:27 AM
To: Board <Board@whsd.net>
Subject: PalAmerican Security

Good Morning,

Yesterday at 6:24 pm, after a two-hour long email exchange with PalAmerican management, I received email notification that today at 2:00pm (they still don't know our hours or operation) they would terminate their agreement with us.

I must caveat that with the fact that we have been working with three other local providers to replace PalAmerican over the Holiday break. Many of you already know the troubles we have had with this provider and the lengths we have gone to in an attempt to make this relationship work. It has been a failure.

The irony in this situation is that, neither I nor anyone else from the District has given notification to PalAmerican, written or otherwise. In fact, I was in contact with our Customer Service Manager, Myles Davis, several times throughout the day yesterday, planning coverage before, during and after the Holiday break.

What initiated the termination of service was an ad that PalAmerican saw on Linkedin. It was run by one of the three other companies and used to recruit Security Officers for the Franklin Regional School District. In one version of the add the map pin locator shows our High School address, but it shows the Franklin Regional rate of $13.00/hour. This had nothing to do with us. I confirmed this myself with Am-
Gard. They had begun recruiting for us back in early September when it looked like PalAmerican would not be able to do the job. It was a mistake.

I explained that to PalAmerican and the reply that I received was that the only mistake was my attempt at deception. So, to clarify, they are terminating service with no notification based on an erroneous ad they saw online and alleged phone confirmation. They are claiming that someone from their office called Am-Gard and asked about the ad and they were

told “Yes, we are taking over this contract”. That's it. As I stated, I confirmed with Am-Gard that no one on their end would have told anyone that at this time as we had not given the green light nor had I notified PalAmerican.

I have also discovered that PalAmerican is doing this all over western PA. They are losing clients, largely due to their management capability, and pulling this no-notice, disappearing act when they are given their notice by the client.

The good news is that we have had three vendors preparing to take over. One of them, Am-Gard is willing to assimilate any PalAmerican personnel we wish to retain immediately and take over operations at the existing bill rate for the duration of the contract until it is time to run the next RFP.

I am ready to begin this process so that we have a fast and seamless transition.

Please let me know your thoughts.

Thank you for reading such a long email,

Mike

Mike Pietragallo
Safety and Security Coordinator
Woodland Hills School District
Email: pietmi@whsd.net
Phone: 412-731-1300 x0172

Exhibit 40

From: Shaver, Valerie on behalf of Shaver, Valerie <shavva@whsd.net>
Sent: Thursday, December 16, 2021 11:42 AM EST
To: Salonick, Melanie <msalonick@pa.gov>
Subject: Re: [External] Federal Bid question

Melanie,

I'm so sorry to keep bothering you but the solicitor stated that we don't have to bid for the security services, but it was my understanding for federal programs we did if it was over the threshold of $250,000. Is he correct? If so then it wouldn't be an issue, correct?

Thanks,

"We are hard pressed on every side, but not crushed; perplexed, but not in despair; persecuted but not abandoned; struck down, but not destroyed." - 2 Corinthians 4:7-10
(and it's because of that light that shines in the darkness and the darkness cannot overcome it!)

Valerie Shaver, PRSBO
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104

Phone: 412-731-1300 ext 0132
Fax: 412-273-3603
Email: shavva@whsd.net
www.whsd.net

From: Salonick, Melanie <msalonick@pa.gov>
Sent: Thursday, December 16, 2021 10:03 AM
To: Shaver, Valerie <shavva@whsd.net>
Cc: Albert Willson <willal@whsd.net>; Michael Pietragallo <pietmi@whsd.net>
Subject: RE: [External] Federal Bid question

Please be cautious
This email was sent outside of your organization

Hi Valerie,

I'd have your solicitor weigh in on this issue since it is an emergency situation and you are looking to sole source. Remember that security purchase still has to prevent, prepare and respond to COVID. Below are the only reasons in which sole source can be used.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

Thanks,
Melanie

Melanie Salonick | Regional Coordinator
Bureau of Curriculum, Assessment and Instruction
Pennsylvania Department of Education | Division of Federal Programs
333 Market Street, 5th Floor| Harrisburg, PA 17126
Phone: 717.787.8632 | www.education.pa.gov

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From: Shaver, Valerie <shavva@whsd.net>
Sent: Wednesday, December 15, 2021 9:53 AM
To: Salonick, Melanie <msalonick@pa.gov>
Cc: Albert Willson <willal@whsd.net>; Michael Pietragallo <pietmi@whsd.net>
Subject: [External] Federal Bid question

ATTENTION: *This email message is from an external sender. Do not open links or attachments from unknown sources. To report suspicious email, forward the message as an attachment to CWOPA_SPAM@pa.gov.*
Melanie,

I hope this email finds you well. I left you a voicemail and wanted to follow up with this email. It concerns a procurement question, specifically with federal ESSERs dollars. In early 2020, the District did an RFP for Security Services (sealed bid) and received 3 respondents. The one chosen actually quit today. It appears the other 2 companies that responded to the bid did not reply to a query, but we did find a company that can start tomorrow. Would this be considered applicable as sole source considering it's an emergency? In our District, we've already had several gun threats and fights, so the stress levels with our students is very elevated. However, I need to find out if this is still acceptable to charge to ESSERS. I greatly appreciate any assistance or guidance you can give me.

Thank-you,

"We are hard pressed on every side, but not crushed; perplexed, but not in despair; persecuted but not abandoned; struck down, but not destroyed." - 2 Corinthians 4:7-10
(and it's because of that light that shines in the darkness and the darkness cannot overcome it!)

Valerie Shaver, PRSBO
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104

Phone: 412-731-1300 ext 0132
Fax: 412-273-3603
Email: shavva@whsd.net
www.whsd.net

Exhibit 41

SECURITY SERVICE CONTRACT

THIS AGREEMENT, by and between WOODLAND HILLS SCHOOL DISTRICT hereinafter referred to as the "District", and AM-GARD INC., a Pennsylvania corporation with an address of 600 Main St., Pittsburgh, PA 15215, hereinafter referred to as "Company", having been duly entered into with an effective date of December 15, 2021.

WITNESSETH:

WHEREAS, the District intends to seek proposals for security services for the 2022-2023, 2023-2024 and 2024-2025 school years, but needs a security firm to provide security services for the remainder of the 2021-2022 school year, as the prior security service provider has resigned; and

WHEREAS, Company is willing and able to provide security services to the District pursuant to the terms of the Quote for the remainder of the school year.

NOW THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. **Term.** The term of this agreement shall commence with the execution of this agreement and shall terminate either when a new security firm is selected by the District or June 30, 2022, whichever occurs first.

2. **Conditions.**

a. Conditions **1** through **14** on the first page of **Exhibit A** shall apply to this agreement. Company shall execute an additional non-collusion certificate which is attached as **Exhibit B**.
b. The buildings listed on **Exhibit A** under "Day Security Services" shall apply to this agreement. Additional schools may be added as deemed necessary at the discretion of the District.
c. The locations and events listed on **Exhibit A** under "Special Event Security" and "Activities that May Require Security" shall apply to this agreement along with the conditions relating to outside organizations that utilize school facilities.

3. **Specifications.**

a. Company shall comply with the Specifications set forth on **Exhibit C**.

4. **Payment.**

a. Payment shall be on the Cost Proposal set out on **Exhibit D**.

5. **Additional Terms.**

a. The parties agree that the District has sole discretion in setting out deployment of Security, the length of shifts and who will man such shifts.

6. This contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

7. The contract shall be binding upon and shall inure to the benefits of the parties hereto and their successors and permitted assigns. Company shall not assign this contract without express written permission of the District.

8. This contract, together with the attached Exhibits and any subsequent Attachments agreed upon by the parties, contains the entire agreement between the parties with respect to the transactions contemplated herein, and supersedes all prior negotiations or agreements. In the event of any inconsistency between this contract and any Attachment, this contract shall control.

9. This contract, and all questions relating to its validity, interpretation, performance, and enforcement (including, without limitation, provisions concerning limitations of action) shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. The waiver of either party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

11. The provisions of this contract shall be deemed severable from each other, and, if for any reason any section, clause, provision or part thereof is found to be illegal, invalid, unenforceable, or inoperative, such section, clause or provision or part thereof shall not affect the validity or enforceability of any other section, clause, provision or part thereof.

AM-GARD SECURITY, INC.

Roger D. Rees Dir. of Operations
(Print - Name & Title)

By: Roger D. Rees
(Signature)

600 Main St.
Pittsburgh, PA 15215
(Address)

Date: Jan. 15, 2022

Witness: Krystina Snyder
(Print Name)

Krystina Snyder
(Signature)

WOODLAND HILLS SCHOOL DISTRICT

Michael Belmont President
(Print - Name & Title)

By: Michael M. Belmont
(Signature)

531 Jones Avenue
N. Braddock, PA 15104
(Address)

Date: Dec. 20, 2021

Witness: Valerie Shaver
(Print Name)

Valerie Shaver
(Signature)

EXHIBIT A
CONDITIONS

WOODLAND HILLS SCHOOL DISTRICT
531 Jones Avenue
North Braddock, PA 15104
PHONE - 412-731-1300

We are soliciting quotes for the 2020-2023 school years from companies who can provide security services in the Woodland Hills School District. General instructions include:

1. The successful company shall not sell, transfer, assign, or otherwise dispose of the contract, or any portion thereof, or of his rights, title, or interest therein, without the written consent of the owner.

2. Security Services shall be subject to the evaluation by the Administration and School Board, and where in their opinion, the services are not in accordance with standard practice, or as required, they may order such work to be changed or discontinued. The administration also reserves the right to change the number of security personnel scheduled for any building on an as needed basis.

3. Pursuant to the provisions of the Pennsylvania Human Relations Act 222 of October 27, 1955, (P.L. 744) (43 P.S. Section 951 et seq.) of the Commonwealth of Pennsylvania and Human Relations Contract Compliance, 16 Pa. Code Chapter 49, that prohibits certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contracts and others. The successful company shall agree to comply with the provisions of this Act as amended and that is made part of this specification.

4. Security personnel employed shall have been residents of the Commonwealth for at least ninety (90) days prior to the employment. Failure to keep and comply with this provision shall be sufficient legal reason to refuse payment of the contract price.

5. The security company shall, at all times, indemnify and save harmless the owner of and from all claims for Workmen's Compensation which may be made by any of the employees of the security company.

6. The security company shall maintain Public Liability Insurance in the amount of one million dollars during the term of the contract.

7. The School District is <u>exempt</u> from the Federal Excise and Pennsylvania Sales Tax. Do not include these taxes in your quotation. Tax exemption certificates will be furnished.

8. There are no cash allowances included in any of the specifications.

9. All companies providing quotes must be licensed to provide security services in the State of Pennsylvania and must provide that license with the quote.

10. School security officers are **<u>not</u>** to carry weapons on school grounds unless state certified and approved by Administration.

11. Act 24/82, Act 34, Act 151, and FBI clearances **must** be submitted for all guards, and any new guards, prior to being employed in a building. Clearances must be sent to the Director of Student Operational Services.

12. Either party may terminate the Agreement without fault or penalty by providing written notice thirty days prior to intended termination.

13. If there are any questions regarding the items on the attached sheets, contact Mr. Michael Pietragallo, Safety and Security Coordinator, Woodland Hills School District, 530 Jones Avenue, North Braddock, PA 15104, telephone (412) 731-1300, Ext. 0172.

14. School assignments, staffing and building changes are all subject to change based on district needs.

DAY SECURITY SERVICES

A. Woodland Hills High School
   2550 Greensburg Pike
   Pittsburgh, PA 15221
   412-244-1100, ext. 5120

B. Dickson Elementary STEAM Academy
   7301 Schoyer Avenue
   Pittsburgh, PA 15218

C. Edgewood Elementary STEAM Academy
   241 Maple Avenue
   Edgewood, PA 15218

D. Turtle Creek Elementary STEAM Academy
   126 Monroeville Ave.
   Turtle Creek, PA 15145

E. Wilkins Elementary STEAM Academy
   362 Churchill Road
   Wilkins Township, PA 15235

SPECIAL EVENT SECURITY

WOODLAND HILLS SR. HIGH SCHOOL
2550 Greensburg Pike
Pittsburgh, PA 15221

WOODLAND HILLS INTERMEDIATE SCHOOL
7301 Schoyer Avenue
Pittsburgh, PA 15218

TURTLE CREEK ELEMENTARY STEAM ACADEMY
126 Monroeville Avenue
Turtle Creek, PA 15145

WOODLAND HILLS ADMINISTRATION
531 Jones Avenue
North Braddock, PA 15104

EDGEWOOD ELEMENTARY STEAM ACADEMY
241 Maple Avenue
Pittsburgh, PA 15218

WILKINS ELEMENTARY STEAM ACADEMY
362 Churchill Road
Pittsburgh, PA 15235

STADIUM-WOLVARENA
Lynn Avenue
Turtle Creek, PA 15145

ACTIVITIES THAT MAY REQUIRE SECURITY

Open House
Plays
Musicals
Concerts
Graduation
Board Meetings
Athletic Events
Dances
Etc.

Be advised that outside organizations that utilize school facilities sometimes have a need for security services. We ask that the same rates apply to these organizations and that invoices be sent directly to their organization. The school district will assist the security company in providing reminders to any organization not paying timely.

EXHIBIT B

NON-COLLUSIVE CERTIFICATE

The company certifies that:

a) This bid or proposal has been independently arrived at without collusion with any other company or with any competitor;

b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of quotes, or proposals for this project, to any other competitor or potential competitor;

c) No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a proposal;

d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this specification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

AUTHORIZED SIGNATURE Michael M. Belmonte

TITLE President

PRINT NAME Michael M. Belmonte

EXHIBIT C

SPECIFICATIONS

Security guards are utilized in the Woodland Hills School District to assist the administrative and professional staff to maintain a safe, orderly environment.

Day security is utilized during the school year according to the school calendar. Special Event Security is needed for high school athletic events as well as special events held in all the buildings throughout the district on an -as needed basis.

There are five school buildings within the district where day security personnel will be utilized. While some of the job descriptions vary in time and specific duties, some general guidelines prevail. They are:

1. Security personnel are not permitted to make judgment decisions regarding student discipline or administrative responsibilities.
2. All incidents of student infractions of school rules, policies, etc., including inappropriate behavior must be reported to an administrator.
3. The building principal will have direct supervision over all security personnel within the building.

The successful bidder must provide the following:

1. Two day minimum of intense training in the following areas:
   - Use of metal detection systems and procedures for student weapon screening.
   - Conflict mediation.
   - General school rules and policies.
   - Diffusion of conflicts and potential dangers.

2. The security company must provide a direct supervisor of all guards within the Woodland Hills School District. The supervisor must have a minimum of three years of full-time police experience, and three years of school security experience.

3. An investigator must be on the firm's staff to assist the district with various investigations when needed. The investigator must have a minimum of three years of police investigative experience and three years of private investigator experience.

4. All security officers must be equipped with radios provided by the company which are compatible with our existing system. Each building must also be provided with one extra radio for communication with administration.

5. Full-time guards (eight hours daily) must be provided for each secondary school on a daily basis with an anticipated total of 10. One part-time guard for After School Activities (4 Hours a day). One of the guards for each of the two secondary schools must be a female.

6. Guards must be provided for each secondary building to operate the metal detectors (total of 8). These guards will work two hours each day during morning hours.

7. Must provide a copy of W-9 and Certificate of Insurance/Liability.

8. Must be able to provide licensed, Armed Officers if/when needed.

9. Must be able to provide certified ALICE, CPI and MOAB instructors.

10. The following events must be staffed according to the schedule below:

A) Football Games

- It is expected that approximately 10-14 security guards per game be available for evening events. Exact number of guards needed will be provided by the athletic director or high school principal the week of the game.
- Two armed off-duty local police, if possible, must be part of the total complement of security to attend all home games.
- One female guard must be on duty.
- All guards must be radio equipped.
- Guards assigned to the high school should be considered to work football games without overtime costs if possible.
- Supervisor at games should be 235 certified and have a minimum of three years' experience with large crowd control.

B) Basketball Games:

- Two to six guards must be assigned to games depending on the opponent. Exact number of guards needed will be provided by the athletic director or high school principal the week of the game.
- One female guard must be present.
- The Supervisor should be Act 235 certified with a minimum of three years of private experience in crowd control.
- Guards assigned to the school should be considered to work basketball games without overtime costs, if possible.
- All guards must be radio equipped.

C) Other events:

- Guards will be assigned to each event as requested by the building principal on an as needed basis.
- At least one of the guards will be a female.
- All guards will be radio equipped.
- It is suggested that guards used in buildings be considered without involving overtime costs.

EXHIBIT D

COST PROPOSAL

Below is a list of proposed wages and related billing charges that Am-Gard, Inc. would charge Woodland Hills School District for uniformed security officer services. Billing includes all employer related cost (WC, UC, liability ins., etc.), cost of NASRO Certification and on the job training.

YEAR 1

Position	**Wage**	**Bill Rate**	**Holiday/OT**
Site Supervisor	$21.00/hr	$30.00/hr	$43.80/hr
Security Officer	$16.50/hr	$23.57/hr	$34.41/hr
Senior Security Officer	$19.00/hr	$27.14/hr	$39.63/hr
Special Events Officers	$16.50/hr	$23.57/hr	$34.41/hr
NASRO training rate	$13.20/hr	$16.50/hr	NA

All Holiday and OT rates are discounted to 1.46 x base billing rate.

Holiday rates would include the following Am-Gard observed holidays; New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Since schools are always closed on holidays this should have little influence on your budget. The overtime rate would only apply for immediate coverage request/events where this cost cannot be avoided. Only incurred overtime would be billed.

Exhibit 42

From: Hoffman, Matt <MHoffman@tuckerlaw.com>
Sent: Thursday, March 31, 2022 2:23 PM EDT
To: Dr. Daniel Castagna <castda@whsd.net>; Vogel, John <jvogel@tuckerlaw.com>
CC: Board <Board@whsd.net>
Subject: RE: Amguard Contract

Some people who received this message don't often get email from mhoffman@tuckerlaw.com. Learn why this is important

Please be cautious
This email was sent outside of your organization

All:

The term of the agreement expires as of June 30, 2022. As tentatively discussed last evening, per Section 12, the agreement also is terminable by either party upon 30 days' notice without cause.

Section 11 requires AmGard to provide all requisite clearances for its guards *prior* to placement at the District. The failure of AmGard to provide those clearances is a breach of that term which could justify a termination for cause. However, as discussed, given the need to secure security services from another vendor and that there are only a few weeks left in the school year, it may be impractical to terminate the agreement at this time.

Regards, Matt

Matthew M. Hoffman, Esq.

TUCKER | ARENSBERG Attorneys

1500 One PPG Place | Pittsburgh, PA 15222
Phone: 412.594.3910 | Fax: 412.594.5619
vCard | Bio | Website

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From: Dr. Daniel Castagna <castda@whsd.net>
Sent: Thursday, March 31, 2022 10:00 AM
To: Vogel, John <jvogel@tuckerlaw.com>; Hoffman, Matt <MHoffman@tuckerlaw.com>
Cc: Board <Board@whsd.net>
Subject: Fw: Amguard Contract

External Email: Use Caution When Opening Attachments or Links.

Mr. Hoffman,

Attached is a copy of the current security contract with the outside vendor that you had requested last evening. I belive items 11 and 12 on page 4 are the language items you are looking to review.

Please let me know if you need any further information from me.

Dr. Castagna

Exhibit 43

2010 Act 39

Text Size: A A A
Print

PROCUREMENT (62 PA.C.S.) - GUARANTEED ENERGY SAVINGS CONTRACTS, CONTRACTING PROCEDURES AND CONTRACT PROVISIONS

Act of Jul. 2, 2010, P.L. 243, No. 39 Cl. 62

Session of 2010
No. 2010-39

HB 687

AN ACT

Amending Title 62 (Procurement) of the Pennsylvania Consolidated Statutes, in guaranteed energy savings contracts, further providing for definitions, for contracting procedures and for contract provisions.

The General Assembly of the Commonwealth of Pennsylvania hereby enacts as follows:

Section 1. The definition of "energy conservation measure" in section 3752 of Title 62 of the Pennsylvania Consolidated Statutes is amended to read:

§ 3752. Definitions.

The following words and phrases when used in this subchapter shall have the meanings given to them in this section unless the context clearly indicates otherwise:

* * *

"Energy conservation measure." A program [or], facility alteration **or technology upgrade** designed to reduce energy, **water, wastewater or other** consumption or operating costs. The term may include, without limitation:

(1) Insulation of the building structure or systems within the building.

(2) Storm windows or doors, caulking or weather stripping, multiglazed windows or doors, heat-absorbing or heat-reflective glazed and coated window or door systems, additional glazing, reductions in glass area or other window and door system modifications that reduce energy consumption.

(3) Automated or computerized energy control systems.

(4) Heating, ventilating or air conditioning system modifications or replacements.

(5) Replacement or modification of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to applicable State or local building codes for the lighting system after the proposed modifications are made.

(6) Energy recovery systems.

(7) Systems that produce steam or forms of energy such as heat as well as electricity for use within a building or complex of buildings.

(8) Energy conservation measures that provide operating cost reductions based on life cycle cost analysis.

(9) A training program or facility alteration that reduces

(9) A training program or facility alteration that reduces energy consumption or reduces operating costs, including allowable costs, based on future reductions in labor costs or costs for contracted services.

(10) A facility alteration which includes expenditures that are required to properly implement other energy conservation measures.

(11) A program to reduce energy costs through rate adjustments, load shifting to reduce peak demand, and/or use of alternative energy suppliers, such as, but not limited to:

(i) changes to more favorable rate schedules;

(ii) negotiation of lower rates, same supplier or new suppliers, where applicable; and

(iii) auditing of energy service billing and meters.

(12) The installation of energy information and control systems that monitor consumption, redirect systems to optimal energy sources and manage energy-using equipment.

(13) Indoor air quality improvements.

(14) Daylighting systems.

(15) Renewable and/or on-site distributed power generation systems.

(16) Water and sewer conservation measures, including, without limitation, plumbing fixtures and infrastructure.

(17) Equipment upgrades that improve accuracy of billable revenue generating systems.

(18) Automated, electronic or remotely controlled systems or measures that reduce operating costs.

(19) Other energy, water or wastewater measures as may provide measurable, long-term operating costs reductions or billable revenue increases.

* * *

Section 2. Sections 3753(d) and 3754(a) and (c) of Title 62 are amended to read:

§ 3753. Contracting procedures.

* * *

(d) Selection and notice.--The governmental unit shall select the qualified provider that best meets the needs of the governmental unit in accordance with criteria established by the governmental unit. For governmental units that are not required to take actions on contracts at public meetings, the governmental unit shall provide public notice of the award of the guaranteed energy savings contract within 30 days in the Pennsylvania Bulletin. The notice shall include the names of the parties to the contract and the purpose of the contract. For governmental units that are required to take actions on contracts at public meetings, the public notice shall be made at least ten days prior to the meeting. After reviewing the proposals pursuant to subsection (e), a governmental unit may enter into a guaranteed energy savings contract with a qualified provider if it finds that the amount it would spend on the energy conservation measures recommended in the proposal would not exceed the amount [to be saved in both energy and operational costs] **of energy, water or wastewater cost savings, operational cost savings or revenue increases resulting from the energy conservation measures** within a [15-year period] **period not to exceed 20 years** from the date of **final** installation if the recommendations in the proposal were followed and the qualified provider provides a written guarantee that the energy, **water or wastewater cost savings**, or [operating] **operational** cost savings **or revenue increases** will meet or exceed the cost of the contract[.], **provided, however, that, when determining the operational cost savings from any contract or project of the type defined in paragraphs (17), (18) and (19) of the definition of "energy conservation measure" in section 3752 (relating to definitions), the governmental unit shall not consider savings that result from reductions in the size of its work force if the reductions are related to or generated by outsourcing or using**

contract workers to perform tasks previously performed by employees of the governmental unit.

* * *

§ 3754. Contract provisions.

(a) General rule.--A guaranteed energy savings contract may provide that all payments, except obligations on termination of the contract before its scheduled expiration, shall be made over a period of time. Every guaranteed energy savings contract **that requires payments over a period of time** shall provide that, **after the initial year of the contract**, the savings in [any] **every subsequent** year are guaranteed to the extent necessary to make payments under the contract during that year.

* * *

(c) Payments.--A guaranteed energy savings contract may provide for payments over a period of time not to exceed [15] **20** years and for the evaluation, recommendation, design, implementation and installation of energy conservation measures on an installment payment or lease purchase basis.

* * *

Section 3. This act shall take effect in 60 days.

APPROVED--The 2nd day of July, A.D. 2010.

EDWARD G. RENDELL

Exhibit 44

Business Search

As of 12/16/2022 we have processed all business filings received in our office through 10/26/2022.

Business Search Info:

reynolds construction

Advanced

Results: 9

Filing Information	Initial Filing Date	Status			
H.B. Alexander Enterprises, Inc. (816162) *Former Name: Reynolds Construction Services, Inc.*	05/25/1984	Active			
REYNOLDS CONSTRUCTION COMPANY (2427249)	08/27/1956	Active			
REYNOLDS CONSTRUCTION COMPANY (2430101)	04/09/1963	Active			
REYNOLDS CONSTRUCTION COMPANY (2434918)	03/07/1960	Active			
REYNOLDS CONSTRUCTION COMPANY (303574)	07/03/1947	Inactive - Withdrawn - Consolidated Inactive			
Reynolds Construction of Pennsylvania, LLC (6475798)	11/14/2016	Active	Limited Liability Company	DELAWARE	CT Corporation System
REYNOLDS CONSTRUCTION, INC. (801809)	06/14/1984	Active	Domestic Business Corporation	PENNSYLVANIA	325 AUSTIN DRIVE, FAIRLESS HILLS, PA 19030-0
Reynolds Construction, LLC (4205335)	08/05/2013	Active	Domestic Limited Liability Company	PENNSYLVANIA	3300 NORTH 3RD ST, HARRISBURG, PA 17110

RTR Holdings, Inc. (2602565)

Former Name: REYNOLDS CONSTRUCTION MANAGEMENT, INC.

Request Certificate

Initial Filing Date	10/07/1994
Status	Active
Formed In	PENNSYLVANIA
Filing Type	Domestic Business Corporation
Filing Subtype	Business
Registered Office	3300 N THIRD ST HARRISBURG, PA 17110-0 County: Dauphin
Officers	President REYNOL RICHARD 3300 N 3RD ST HARRISBURG PA 17110-1407 Vice President KEVIN E SMITH 3300 N 3RD ST HARRISBURG PA 17110-1407 Treasurer KEVIN E SMITH 3300 N 3RD ST HARRISBURG PA 17110-1407 Secretary KIMBERLY A BRUBAKER 3300 N 3RD ST HARRISBURG PA 17110-1407

View History

Request Access

Skip to main content

Inc. (2602565)

Former Name: REYNOLDS CONSTRUCTION MANAGEMENT, INC.

10/07/1994

Active

RTR Holdings, Inc. (2602565)

Former Name: REYNOLDS CONSTRUCTION MANAGEMENT, INC.

Request Certificate

Initial Filing Date	10/07/1994
Status	Active
Formed In	PENNSYLVANIA
Filing Type	Domestic Business Corporation
Filing Subtype	Business
Registered Office	3300 N THIRD ST HARRISBURG, PA 17110-0 County: Dauphin
Officers	President REYNOL RICHARD 3300 N 3RD ST HARRISBURG PA 17110-1407 Vice President KEVIN E SMITH 3300 N 3RD ST HARRISBURG PA 17110-1407 Treasurer KEVIN E SMITH 3300 N 3RD ST HARRISBURG PA 17110-1407 Secretary KIMBERLY A BRUBAKER 3300 N 3RD ST HARRISBURG PA 17110-1407

View History

Request Access

Business Search

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Advanced

Results: 9

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REYNOLDS CONSTRUCTION COMPANY (303574)	07/03/1947	Inactive - Withdrawn - Consolidated Inactive			
Reynolds Construction of Pennsylvania, LLC (6475798)	11/14/2016	Active	Limited Liability Company	DELAWARE	CT Corporation System
REYNOLDS CONSTRUCTION, INC. (801809)	06/14/1984	Active	Domestic Business Corporation	PENNSYLVANIA	325 AUSTIN DRIVE, FAIRLESS HILLS, PA 19030-0
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H.B. Alexander Enterprises, Inc. (816162)

Former Name: Reynolds Construction Services, Inc.

Request Certificate

Initial Filing Date	05/25/1984
Status	Active
Formed In	PENNSYLVANIA
Filing Type	Domestic Business Corporation
Filing Subtype	Business
Registered Office	3300 North Third Street Harrisburg, PA 17110 County: Dauphin
Officers	President WILLIAM H ALEXANDER 3300 N 3RD ST HARRISBURG PA 17110-1407 Vice President HARRY W HERSHEY 3300 N 3RD ST HARRISBURG PA 17110-1407 Secretary STEVEN R DUFFIE 3300 N 3RD ST HARRISBURG PA 17110-1407 Treasurer RALPH KLINEPEJER JR 3300 N 3RD ST HARRISBURG PA 17110-1407

View History

Request Access

Skip to main content

Inc. (2602565)

Former Name: REYNOLDS CONSTRUCTION MANAGEMENT, INC.

10/07/1994

Active

H.B. Alexander Enterprises, Inc. (816162)

Former Name: Reynolds Construction Services, Inc.

Request Certificate

Initial Filing Date	05/25/1984
Status	Active
Formed In	PENNSYLVANIA
Filing Type	Domestic Business Corporation
Filing Subtype	Business
Registered Office	3300 North Third Street Harrisburg, PA 17110 County: Dauphin
Officers	President WILLIAM H ALEXANDER 3300 N 3RD ST HARRISBURG PA 17110-1407 Vice President HARRY W HERSHEY 3300 N 3RD ST HARRISBURG PA 17110-1407 Secretary STEVEN R DUFFIE 3300 N 3RD ST HARRISBURG PA 17110-1407 Treasurer RALPH KLINEPEJER JR 3300 N 3RD ST HARRISBURG PA 17110-1407

View History

Request Access

Business Search

As of 12/16/2022 we have processed all business filings received in our office through 10/26/2022.

Business Search Info:

reynolds consulti

Advanced

Results: 1

Filing Information	Initial Filing Date	Status
REYNOLDS CONSULTING ENGINEERS, INC. (2911006)	12/02/1999	Active

REYNOLDS CONSULTING ENGINEERS, INC. (2911006)

Request Certificate

Initial Filing Date	12/02/1999
Status	Active
Formed In	PENNSYLVANIA
Filing Type	Domestic Business Corporation
Filing Subtype	Business
Registered Office	3300 N 3RD ST HARRISBURG, PA 17110-0 County: Dauphin

View History

Request Access

Business Search

As of 12/16/2022 we have processed all business filings received in our office through 10/26/2022.

Business Search Info:

reynolds energy

Advanced

Results: 1

Filing Information	Initial Filing Date	Status
Reynolds Energy Services, Inc. (3816469)	06/12/2008	Active

Reynolds Energy Services, Inc. (3816469)

Request Certificate

Initial Filing Date	06/12/2008
Status	Active
Formed In	PENNSYLVANIA
Filing Type	Domestic Business Corporation
Filing Subtype	Business
Registered Office	3300 N 3rd St Harrisburg, PA 17110 County: Dauphin
Officers	President RICHARD REYNOLDS 3300 N 3RD ST HARRISBURG PA 17110-22

View History

Request Access

Business Search

As of 12/16/2022 we have processed all business filings received in our office through 10/26/2022.

Business Search Info:

SITELOGIQ ENE

Advanced

Results: 1

Filing Information	Initial Filing Date	Status
SitelogIQ Energy Services, Inc. (7122262)	09/02/2020	Active

SitelogIQ Energy Services, Inc. (7122262)

Request Certificate

Initial Filing Date	09/02/2020
Status	Active
Formed In	PENNSYLVANIA
Filing Type	Fictitious Name
Principal Address	3300 N 3rd St. Harrisburg, PA 17110
Interested Entities	Owner REYNOLDS ENERGY SERVICES, INC 3300 N 3RD ST HARRISBURG PA 17110

View History

Request Access

Exhibit 45

Sample of Payments Made to Reynolds Energy Services Inc.

Woodland Hills School District - General Ledger Details											CLA Notes: Entity Issuing Invoice
Account Number	**Account Description**	**CVEND_NUM**	**CVND_NAME**	**CINV_NUMBER**	**DINV_DATE**	**ICHK_NUMBER**	**DCHK_DATE**	**Transaction Amt per Entry**	**DTRN_DATE**	**Fiscal Year**	
39-4600-330-000-00-31-00-431 17545	ENERGY SAVINGS PROJECT- DI	13561	REYNOLDS ENERGY SERVICES INC.	**9143-08**	9/30/2019	196	10/17/2019	$ 76,345.00	10/2/2019	2019-2020	**Reynolds Energy Services Inc - Invoice # 9143-08**
39-4600-330-000-00-00-00-451 17978	ENERGY SAVINGS PROJECT - HS	13561	REYNOLDS ENERGY SERVICES INC.	**9143-08**	9/30/2019	196	10/17/2019	$ 3,199,734.00	10/2/2019	2019-2020	
39-4600-330-000-00-00-00-451 17978	ENERGY SAVINGS PROJECT - HS	13561	REYNOLDS ENERGY SERVICES INC.	**9143-08**	9/30/2019	196	10/17/2019	$ 140,000.00	10/2/2019	2019-2020	
39-4600-330-000-00-31-00-431 17545	CREDIT - DI	13561	REYNOLDS ENERGY SERVICES INC.	**9143-08**	9/30/2019	196	10/17/2019	$ (160,974.00)	10/2/2019	2019-2020	
39-4600-330-000-00-00-00-451 17978	CONSTRUCTION MGMT SERVICES SEPTEMBER 2019 - HS	13561	REYNOLDS ENERGY SERVICES INC.	**5163-16**	10/3/2019	208	11/21/2019	$ 25,460.04	10/11/2019	2019-2020	**Reynolds Consulting Engineers, Inc - Invoice # 5163-16**
39-4600-330-000-00-31-00-431 17545	CONSTRUCTION MANAGEMENT - SEPTEMBER 2019 - DI	13561	REYNOLDS ENERGY SERVICES INC.	**1680-25**	10/3/2019	208	11/21/2019	$ 33,500.00	10/15/2019	2019-2020	**Reynolds Construction, LLC - Invoice # 5163-16**

Reynolds

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INVOICE

Mr. James P. Harris
Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104

Invoice No. 9143-08
Fed I.D. # 80-0197145

OUR JOB NO.	DESCRIPTION/LOCATION	DATE
18-9143	Woodland Hills SD - Wilkins/Edgewood Primary Schools, District Administrative Offices & Jr/Sr High School	9/30/19

Billing for the month of September 2019

Guaranteed Energy Savings Project

Original Contract Amount	$	2,639,779.00
Amendment #1 - Lighting at Admin Offices	$	114,531.00
Amendment #2 - HVAC at Dickson	$	4,241,302.00
Amendment #3 - Jr/Sr. High School Phase 1	$	23,620,358.00
Current Contract Amount to Date	$	30,615,970.00
Complete to Date	$	26,139,190.00
Less: Previously Invoiced	$	(22,884,085.00)

Current Payment Due **$3,255,105.00**

Contract Summary

	Scheduled Value	Completed & Stored To Date	Previously Invoiced	This Invoice	
Original Contract	$ 2,639,779.00	$ 2,639,779.00	$ 2,639,779.00	$ -	
Amendment #1	$ 114,531.00	$ 114,531.00	$ 114,531.00	$ -	
Amendment #2	$ 4,241,302.00	$ 3,952,894.00	$ 3,876,549.00	$ 76,345.00	Dickson 17545
Amendment #3	$ 23,620,358.00	$ 19,452,960.00	$ 16,253,226.00	$ 3,199,734.00	HS] 17978
Amendment #4	$ 140,000.00	$ 140,000.00	$ -	$ 140,000.00	HS
Amendment #5	$ (160,974.00)	$ (160,974.00)	$ -	$ (160,974.00)	Dickson 17545
	$ 30,615,970.00	$ 26,160,164.00	$ 22,884,085.00	$ 3,255,105.00	

Richard A. Evans, President

10·1·19
Date

Please Make Checks Payable to:
Reynolds Energy Services Inc

RECEIVED
OCT 0 1 2019
BY: ....

3300 North 3rd Street | Harrisburg, PA 17110
717.238.5737 | ReynoldsSolutions.com

REYNOLDS ENERGY SERVICES INC
3300 North Third Street
Harrisburg, PA 17110
Phone: 717-238-5737

Woodland Hills School District
Guarantee Energy Savings Agreement

INVOICE NUMBER 9143-08
INVOICE DATE 9/30/2019

A	B	C	D	E	F	G		H
EEM #	EEM DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Billed this Period)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)
			PREVIOUS APPLICATION	THIS PERIOD				
	Mobilization	263,978.00	263,978.00	-		263,978.00	100%	-
1	Boiler System Improvements	514,299.00	514,299.00	-		514,299.00	100%	-
2	HVAC Improvements	206,604.00	206,604.00	-		206,604.00	100%	-
3	Control System Improvements	284,318.00	284,318.00	-		284,318.00	100%	-
4	Lighting Improvements	517,688.00	517,688.00	-		517,688.00	100%	-
5	Electrical System Improvements	171,854.00	171,854.00	-		171,854.00	100%	-
6	DOAS/Dehumidification System	549,049.00	549,049.00	-		549,049.00	100%	-
	Close-out	131,989.00	131,989.00	-		131,989.00	100%	-
		2,639,779.00	**2,639,779.00**	-	-	**2,639,779.00**	**100%**	-
A1	Amendment #1 - DAO Lighting	114,531.00	114,531.00	-		114,531.00	100%	-
								-
A2	Amendment #2 - Mobilization	212,065.00	212,065.00	-		212,065.00	100%	-
A2	Amendment #2 - HVAC Improvements	3,817,172.00	3,664,484.00	76,345.00		3,740,829.00	98%	76,343.00
A2	Amendment #2 - Closeout	212,065.00	-	-		-	0%	212,065.00
		4,241,302.00	**3,876,549.00**	**76,345.00**	-	**3,952,894.00**	**93%**	**288,408.00**
A3	Amendment #3 Jr/Sr High School							
	Mobilization	2,362,036.00	2,362,036.00	-		2,362,036.00	100%	-
	HVAC Upgrades	7,858,580.00	5,501,006.00	1,571,716.00		7,072,722.00	90%	785,858.00
	Plumbing Upgrades	3,736,967.00	2,615,877.00	560,545.00		3,176,422.00	85%	560,545.00
	Electrical Upgrades	3,496,571.00	2,272,771.00	349,657.00		2,622,428.00	75%	874,143.00
	ATC Upgrades	1,261,584.00	567,713.00	151,390.00		719,103.00	57%	542,481.00
	Roofing Replacement	1,743,264.00	1,220,285.00	383,518.00		1,603,803.00	92%	139,461.00
	Window and Door Upgrades	1,677,634.00	1,426,159.00	167,783.00		1,593,942.00	95%	83,692.00
	Misc. Repairs/Code Compliance	302,504.00	287,379.00	15,125.00		302,504.00	100%	-
	Close Out	1,181,018.00	-	-		-	0%	1,181,018.00
		23,620,358.00	**16,253,226.00**	**3,199,734.00**	-	**19,452,960.00**	**82%**	**4,167,398.00**
A4	Amendment #4 - Asbestos Abatement HS Ph1	140,000.00	-	140,000.00		140,000.00	100%	-
								-
A5	Amendment #5 - Amendment 3 Reconciliation	(160,974.00)	-	(160,974.00)		(160,974.00)	100%	-
								-
	Total	**30,594,996.00**	**22,884,085.00**	**3,255,105.00**	-	**26,139,190.00**	**85%**	**4,455,806.00**

Reynolds
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INVOICE

Woodland Hills School District
Administration Office
531 Jones Avenue
North Braddock, PA 15104

Invoice No. 5163-16
Fed I. D. #: 25-1750442

OUR JOB NO.	LOCATION	DATE
17-5163	Woodland Hills SD - MEP	10/3/19

Billing for Month End 09/30/19

Description	Scheduled Value	Percent Complete	Total	Previous	This Invoice
Schematic Design	270,000.00	100 %	270,000.00	270,000.00	0.00
Construction Documents	636,354.00	85 %	540,900.90	515,446.74	25,454.16
Bidding/Construction Administr	159,476.00	0 %	0.00	0.00	0.00
Reimbursables	6,170.00	59 %	3,611.73	3,605.85	5.88
Water Authority Estimate/Test	450.00	100 %	450.00	450.00	0.00
	1,072,450.00		814,962.63	789,502.59	25,460.04

Total Amount Due **25,460.04**

#17978

David H. Hickey, Vice President

10/4/19
Date

Please remit payment to:
REYNOLDS CONSULTING ENGINEERS, INC.
3300 North Third Street
Harrisburg, PA 17110

RECEIVED
OCT 10 2019
BY:

Reynolds

Powered by sitelogiq

INVOICE

Woodland Hills School District
Attn: Michael Gigliotti
531 Jones Avenue
North Braddock, PA 15104

Invoice No. 1680-25
Fed I. D. #: 46-3878443

OUR JOB NO.	LOCATION	DATE
17-1680	Dickson Intermediate School	10/3/19

Construction Management Services for Month End 09/30/19

Description	Scheduled Value	Previous	This Invoice	Total
Precon Phase Services (8 mo)	$92,000.00	$92,000.00	$0.00	$92,000.00
Bidding Phase Services (2 mo)	$16,000.00	$16,000.00	$0.00	$16,000.00
Const Phase Services (16 mo)	$536,000.00	$536,000.00	$0.00	$536,000.00
Extension-Amendment #1 (2 mos)	$67,000.00	$33,500.00	$33,500.00	$67,000.00
Close-out Phase Servs (2 mo)	$36,000.00	$0.00	$0.00	$0.00
Reimbursable Exps - Precon		$47.08	$0.00	$47.08
Reimbursable Exps - Const		$1,844.17	$0.00	$1,844.17
	$747,000.00	$679,391.25	$33,500.00	$712,891.25

Total Billed to Date	$712,891.25
Less Previously Billed	$679,391.25

Total Amount Due **$33,500.00**

Jeffrey P. Merritt, President

10/4/19
Date

Please Make Checks Payable to:
Reynolds Construction, LLC

#17545

RECEIVED
OCT 15 2019
BY: ...

3300 North 3rd Street | Harrisburg, PA 17110
717.238.5737 | ReynoldsSolutions.com

Exhibit 46

From: chesge@whsd.net <chesge@whsd.net>
Sent: Thursday, January 30, 2014 3:42 PM EST
To: Board <Board@whsd.net>
CC: johnal@whsd.net <johnal@whsd.net>; puhlju@whsd.net <puhlju@whsd.net>; nespad@whsd.net <nespad@whsd.net>; bessjo@whsd.net <bessjo@whsd.net>; bertke@whsd.net <bertke@whsd.net>
Subject: Construction Manager
Attachment(s): "CMR 1-30-14.pdf"

After reviewing construction manager proposals and interviewing companies, administration is recommending Reynolds Construction Management Inc. to act as the Construction Manager overseeing the Academy renovations. Attached to this email are the interview questions, interview scoring tabulation sheets and fee analysis. A board tab has been prepared for the February School Board Meeting and will include supporting documentation. Once I'm finished reviewing the contract, the standard AIA contract will be sent to our Solicitor.

Sincerely,
Jerry Chessman

WOODLAND HILLS SCHOOL DISTRICT

Rating Scale

1	2	3	4	5
Poor	Fair	Average	Good	Excellent

Project Name Woodland Hills Academy

Committee Member Name _____

Applicant Name _____

1. Tell us about any projects you've completed in or around Allegheny County. We'd also like to know the scope of the project and the project's total construction cost.

   _____ **Score**

2. For how many years has your company been providing CM services to public school districts? _____ **Score**

3. Describe how you will organize the CM team that will support our project? _____ **Score**
   a. How many persons in all?
   b. How many will be on site?
   c. What are the professional skills and certifications of the persons on the CM team?
   d. Who will be the primary contacts for the school district?

4. Describe how you will manage construction efforts on our project? _____ **Score**
   a. How often will you meet with prime and subcontractors?
   b. How often will you meet with the project architects?
   c. How often will you meet with the school district?
   d. In your experience who is the best district administrator to coordinate between the CM, the primes and the District?

5. Describe your cost control strategies? How will you make certain that the District is getting maximum value for its construction dollar?

   _____ **Score**

6. Describe in detail, how you develop and maintain project schedule? How often are they updated? Can you describe a specific challenge you encountered in a project and how you overcame them?

   _____ **Score**

7. How would you deal with change orders?
   a. Approve or disapprove.
   b. Determine cause of change order.
   c. Report of change order.
   d. Effect of change order on completion date. _____ **Score**

8. Do you work on a % basis or fee basis? _____ **Score**

Total Score: _____

WOODLAND HILLS
SCHOOL DISTRICT

Rating Scale

1	2	3	4	5
Poor	Fair	Average	Good	Excellent

Project Name Woodland Hills Academy

Committee Member Name _____

Applicant Name _____

1. Based on the current status of the project, if you are selected as the construction manager how will you proceed?

   _____ **Score**

2. After visiting the Academy, what do you consider to be the most challenging part of the renovation?

   _____ **Score**

3. If you are the chosen construction manager, describe the District's involvement with the overall renovations of the Academy ?

   _____ **Score**

4. What is your monthly fee for construction management services?

   _____ **Score**

5. Have you participated in a renovation of a historically designated school or building?

   _____ **Score**

Total Score:_____

Reynolds

January 29, 2014

Mr. Gerald Chessman
Assistant to the Superintendent
Woodland Hills School District
2430 Greensburg Pike
Pittsburgh, PA 15221

Re: Revised proposal for Construction Management Services
Woodland Hills Academy

Dear Mr. Chessman:

Thank you for the opportunity to be considered as Construction Manager for the Woodland Hills Academy project. As we have expressed in our recent interview, we see this as a unique project where our past experience and strength of staff are perfectly suited to add value and contribute to overall project success.

Per our discussion, we have reconsidered our project approach and fee structure and wish to make the following changes to our previous proposal. These changes will not impact the overall level of effort but are clarifications based upon our current knowledge of the project, and changes to the timeline / durations of both the preconstruction and construction phases.
Our revised fee totals are as follows:

Preconstruction Phase	**$ 40,000**
Bidding Phase	**$ 5,000**
Construction Phase	
(12 months @ $22,600 per month)	**$ 271,200**
Close-out Phase (will be included in Construction Phase)	
	$ 316,200

Once again we appreciate the opportunity to serve as a key member of the team being assembled to accomplish the important renovations to Woodland Hills Academy. As we talked we are pledging our company commitment to excellence and to meeting your expectations. Should you have additional questions, please contact me at your convenience.

Sincerely,

REYNOLDS CONSTRUCTION, LLC

Jeffrey P. Merritt
President

3300 North Third Street, Harrisburg, PA 17110

PHONE: 717.238.5737 FAX: 717.238.9410 WWW.REYNOLDSCONSTRUCTION.COM

Construction Management Fee Construction

CM	Preconstruction	Bidding Phase	Monthly CM Fee (Estimated 19 Months)	Project Closeout	Total
Massaro	Included in CM Fee	66,000.00	403,389.00	Included in CM Fee	469,389.00
Pierce/Thomas	40,290.00	10,500.00	285,000.00	10,350.00	346,140.00
Reynolds	40,000.00	5,000.00	424,650.00	Included in CM Fee	469,650.00
MEC	95,090.00	12,980.00	806,911.00	32,444.00	947,425.00

Exhibit 47

From: Melissa Colestock <mcolestock@reynoldssolutions.com>
Sent: Friday, May 18, 2018 1:03 PM EDT
To: Tim Traveny <ttraveny@reynoldssolutions.com>; Gigliotti, Michael <giglmi@whsd.net>
CC: Rob Strickler <rstrickler@reynoldssolutions.com>; Todd Buzard <tbuzard@reynoldssolutions.com>
Subject: Invitation to Bid Newspaper
Attachment(s): "00 12 00 - Invitation to Bid Newspaper.doc"

Mike,
Please see attached Advertisement for Bid for the WHSD – Dickson Intermediate School
Please perform a final review of content and accuracy. Please make me aware of any changes, so I can incorporate them into our documents.

Thank you,

Melissa Colestock | Preconstruction Project Coordinator
Reynolds
3300 North 3rd St., Harrisburg, PA 17110
t 717.238.5737 x159
Construction | Energy | Restoration | Commissioning
What's bidding?: https://reynoldssolutions.com/plan-room/
Be social with us! LinkedIn Twitter Instagram
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INVITATION TO BID

Contractors are invited to submit SEALED BIDS for the bidding of the Woodland Hills Intermediate School at Dickson Alterations and Addition 7301 Schoyer Ave. Pittsburgh, PA 15218.

BIDS ARE INVITED ON A LUMP SUM BASIS FOR THE FOLLOWING CONTRACTS:

Contract 1*.....*General Contractor
Contract 2*.....*Casework Contractor
Contract 3*.....*Food Service Equipment Contractor
Contract 4*.....*Plumbing Contractor
Contract 5*.....*Electrical Contractor

Reynolds Energy Service is the GESA Contractor *which includes All HVAC Work (included here for reference only).*

Sealed bid proposals for construction of the Woodland Hills Intermediate School at Dickson Alterations and Addition will be received by the Woodland Hills School District Administration Building until 2:00 p.m., Thursday June 21, 2018. Faxed bids will not be accepted. No award of the contract will be made at the bid opening.

A Pre-bid conference and site walk will be held. Bidders will meet at the Dickson Intermediate School, on Thursday, June 7, 2018 at 1:00 p.m. A brief meeting will be held, followed by an optional site visit.

Bidders' proposals must be accompanied by a certified check, certified bank treasurer's check, bank cashier's check, or bid bond in the form included with the bidding documents. A satisfactory corporate surety shall provide security in an amount equal to 10% of the base bid together with the aggregate sum of all additive alternates. The surety shall name as payee or obligee the Woodland Hills School District 531 Jones Ave. North Braddock, PA 15104.

All proposals shall be irrevocable for sixty (60) days after bid opening date, unless delayed due to required approvals of another governmental agency, sale of bonds, or the award of a grant or grants, in which case bids shall be irrevocable for one hundred twenty (120) days.

The Owner reserves the right to reject any or all bids and to waive any or all informalities, defects, errors, omissions, mistakes or irregularities in proposals, to reject any or all proposals or parts thereof and to make awards as may be deemed in its best interest.

Project Documents will be available on or about May 24, 2018.
Drawings, specifications and addenda may be viewed on-line and downloaded (free of charge)
All Prime Contractors are required to formally register with Melissa Colestock with Reynolds Construction at MColestock@ReynoldsSolutions.com to receive access to bid documents and notification of addenda.

Emailed questions:
Architectural, Structural, Civil, and Food Service inquiries should be directed to: CORE ARCHITECTS, Attn: PETER SZYMANSKI at PSZYMANSKI@COREPGH.COM.
Plumbing, Electrical, and Division 00-01 inquiries should be directed to: REYNOLDS, ATTN: MELISSA COLESTOCK AT MCOLESTOCK@REYNOLDSSOLUTIONS.COM

Bids will be opened and read aloud at the Woodland Hills School District Administration Building 531 Jones Ave. North Braddock, PA 15104 shortly after the bids are received

Exhibit 48

From: Mike Arnold <marnold@reynoldssolutions.com>
Sent: Friday, July 06, 2018 4:26 PM EDT
To: Gigliotti, Michael <giglmi@whsd.net>; Licia Lentz <lentli@whsd.net>; Finney, Robert <finnro@whsd.net>; Ryan Pierce <rpierce@jc-pierce.com>; Pete Szymanski <jc-pierce@jc-pierce.com>; Dan Doyle <ddoyle@reynoldssolutions.com>; Rob Strickler <rstrickler@reynoldssolutions.com>; Tim Traveny <ttraveny@reynoldssolutions.com>
Subject: Updated Bid Tabulations Based on this afternoon's discussions
Attachment(s): "Woodland Hills - Dickson Bid Tabulation 6.29.18 Results -Preliminary (7.6.18).xls"

As requested, please find attached updated bid tabulation and summary based on our discussions this afternoon. Note that there are still some unknowns regarding the soft costs and we are awaiting info regarding radon testing to determine the status of Alternate 12 (a,b,c). Thanks, Mike

Michael J. Arnold, CFM, LEED, CDT, DBIA| Vice President of Construction Management Services
Reynolds
333 Allegheny Avenue, Suite 302
Oakmont, PA 15139
t 412.646.5840 ext 214 c 412.735.4948
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WHSD INTERMEDIATE SCHOOL AT DICKSON ADDITION AND ALTERATIONS

BID DATE: 6/29/2018 **BUILDING AREA** **101,000 sf**

BID SUMMARY

Contract Description	Apparent Low Bidder	90% CD Estimate (May 9, 2018)	Base Bid	Base Bid w/ Recommended Alternates	Base Bid Variance	Base Bid Cost / SF
General Construction	Nello Construction	$ 11,050,283	$ 12,697,000	$ 12,571,000	$ 1,646,717	$ 125.71
Food Service Equipment	Commercial Appliance	$ 600,000	$ 541,966	$ 541,966	$ (58,034)	$ 5.37
Casework	Northeast Interior Systems	$ 675,754	$ 388,000	$ 388,000	$ (287,754)	$ 3.84
Plumbing Construction	Shipley Brother Plumbing, Inc.	$ 2,147,925	$ 1,930,000	$ 1,912,000	$ (217,925)	$ 19.11
Electrical Construction	Pitt Electric, Inc.	$ 3,393,801	$ 2,088,000	$ 2,056,670	$ (1,305,801)	$ 20.67
Demolition	Reynolds Brothers	$ 434,434	$ 450,434	$ 450,434		
	SUB-TOTAL	**$ 18,302,197**	**$ 18,095,400**	**$ 17,920,070**	$ (206,797)	$ 179.16
GESA Construction	Reynolds Energy Services	**$ 4,300,000**	**$ 4,241,302**	**$ 4,241,302**		
	TOTAL CONSTRUCTION COSTS	**$ 22,602,197**	**$ 22,336,702**	**$ 22,161,372**		
	SOFT COSTS*	$ 5,259,145	*$ 5,145,786*	*$ 5,145,786*		
Projected OCIP savings	Willis	$ (452,044)	in bids	in bids		
	TOTAL PROJECT COST	**$ 27,409,298**	**$ 27,482,488**	**$ 27,307,158**	**$ (102,140)**	

* awaiting results on alternate decisions, radon, confirmation of OCIP costs, etc. before soft costs will be finalized.