



REQUEST FOR PROPOSALS

SOLAR ENERGY PURCHASE AGREEMENT (SEPA) PROPOSALS

Proposal Number 2018-ADM-3

December 2017

**CLAYTON COUNTY WATER AUTHORITY
1600 Battle Creek Road, Morrow, Georgia 30260**

**Proposal Opening: Thursday, January 11, 2018 at 3:00 p.m. (local time)
1600 Battle Creek Road, Morrow, GA 30260**

**Non-Mandatory
Pre-Proposal Meeting
and Site Visit: Thursday, December 21, 2017 at 3:00 p.m. (local time)
WB Casey Water Reclamation Facility
688 Flint River Road, Jonesboro, GA 30238**

Table of Contents

Division 1 Project Description

Section 1	Request for Proposal.....	1-1.1
Section 2	General Overview.....	1-2.1
2.1	Project Description.....	1-2.1
2.2	Project Background	1-2.1
2.3	CCWA Background.....	1-2.1
2.4	Non-Mandatory Pre-Proposal Meeting and Site Visit.....	1-2.2
2.5	Anticipated Contract Terms	1-2.2
2.6	Scope of Work	1-2.4
2.7	Proposal Submission	1-2.7
2.8	Proposal Format	1-2.8
2.9	Proposal Schedule.....	1-2.9
2.10	Addenda	1-2.9
2.11	Proposal Preparation Costs.....	1-2.9
2.12	Evaluation Criteria	1-2.10

Division 2 Proposal Submittals

Section 1	Instructions to Proposers.....	2-1.1
Section 2	Project Experience / Reference Form.....	2-2.1
Section 3	Risk Management Requirements	2-3.1
Section 4	Required Proposal Forms.....	2-4.1
Section 5	Cost Proposal Form	2-5.1
Section 6	Proposer Qualification Information	2-6.1
Section 7	Contractor Affidavit & Agreement	2-7.1

Division 3 Contract Forms

Section 1	Solar Energy Purchase Agreement.....	3-1.1
	Exhibit 1 - Pricing.....	3-1.3
	Exhibit 2 - System Description, Delivery Point and Premises ...	3-1.6
	Exhibit 3 - Master Services Agreement -Table of Contents	3-1.7
	Exhibit 4 - Performance Guaranty.....	3-1.33
Section 2	Non-Collusion Certificate.....	3-2.1

Appendix A	Site Profiles	A-1
-------------------	---------------------	-----

Appendix B	Moody's Rating.....	A-11
-------------------	---------------------	------

Addenda	None issued at this time	
----------------	--------------------------	--

END OF TABLE OF CONTENTS

Division 1

Project Description

Section 1: Request for Proposals

Clayton County Water Authority
1600 Battle Creek Road
Morrow, Georgia 30260

Name of Project: Solar Energy Purchase Agreement (SEPA) Proposals

The Clayton County Water Authority will open sealed proposals from qualified solar power providers at its offices located at 1600 Battle Creek Road, Morrow, Georgia 30260 on **Thursday, January 11, 2018 at 3:00 p.m. (local time)** for **Solar Energy Purchase Agreement (SEPA) Proposals**. Any proposals received after the specified time will not be considered.

A Non-Mandatory Pre-Proposal Meeting and Site Visit will be held on **Thursday, December 21, 2017 at 3:00 p.m. (local time)** at the WB Casey Water Reclamation Facility, located at 688 Flint River Road, Jonesboro, GA 30238.

In an effort to promote responsible environmental practices the proposal package is available in electronic (Adobe PDF) format and can be requested by calling **770-960-5223**, M-F, 8:00 am - 5:00 pm or by e-mail to **CCWA_Procurement@ccwa.us**. Proposers will need to provide contact information and an email address and any file size transfer limits to insure email transmittals can be made.

Clayton County Water Authority

John Chafin, Chairman

END OF SECTION

Division 1

Project Description

Section 2: General Overview

2.1 Project Description

The Clayton County Water Authority ("CCWA") is issuing this Request for Proposals ("RFP") to receive proposals from qualified solar power providers to provide solar energy via solar photovoltaic (PV) installations at various locations owned by CCWA. Specific details of the locations can be found in Appendix A. The details within Appendix A provide a general guide for the sites, the site's power demand, the suggestions interconnection point and a conceptual solar layout. Proposer should use this information as a general guide and know that proposals that provide some deviation to the suggested layouts within are encouraged.

2.2 Project Background

CCWA seeks a solar power provider to provide behind-the-meter solar power generated at selected sites owned and operated by CCWA in Clayton County, GA. The goals of this project are 1) to increase CCWA's renewable energy capacity, 2) reduce energy costs by shielding CCWA from rising energy costs, 3) serve as a model to other water and wastewater systems in Georgia and 4) to create a public solar project which can be used as an educational show-piece to CCWA's customers. The sites identified within have been analyzed for their suitability for solar based on such factors as current utility rates structures, suitable locations which are not slated for future expansion and areas with the least costs for solar implementation. Further site-specific information is provided in Appendix A.

CCWA expects that the selected solar provider will assume all responsibility for the solar system financing, design, site preparation, construction, installation (including metering equipment and interconnection), operation, and maintenance at each facility, pursuant to the terms and conditions of the agreement negotiated between CCWA and the selected solar provider. CCWA will not provide any financial security (i.e., letter of credit, guarantee, etc.). The prices established in the agreement will not be subject to adjustment during the term of the agreement, other than any agreed upon power cost escalation provided for in the agreement.

2.3 CCWA Background

Established in 1955, CCWA provides water, sewer and stormwater services. CCWA provides quality services to 82,000 customer accounts. CCWA has five

Division 1

Project Description

Section 2: General Overview

raw water reservoirs and can produce up to 42 million gallons per day of potable water and treat up to 38.4 million gallons of wastewater every day. CCWA staff maintains approximately 1,500 miles of water distribution pipes, 1,300 miles of sewer conveyance pipes and 500 miles of stormwater infrastructure. CCWA owns and maintains three water treatment plants and three wastewater treatment plants. Moreover, CCWA has been named one of the “Top Water Wise Communities” in the U.S. and a “Utility of the Future Today” by industry peers. In July 2017, Moody’s Investor Service provided CCWA with a Aa2 rating stating, “Clayton County Water Authority has a strong credit position, and its Aa2 rating is on par with the median rating of Aa2 for water and wastewater systems nationwide. The notable credit factors include a large system size, an exceptionally low debt profile, healthy debt service coverage and strong liquidity. However, the system's service area has below-average income levels.” The full Moody’s credit rating document can be found in Appendix B.

2.4 Non-Mandatory Pre-Proposal Meeting and Site Visit

A non-mandatory pre-proposal meeting and site visit will be held on Thursday, December 21, 2017 at 3:00 p.m. at the WB Casey Water Reclamation Facility located at 688 Flint River Road, Jonesboro, GA 30238. At this meeting, solar power providers will have the opportunity to see the proposed solar sites along with asking project and proposal-related questions. If a company representative cannot attend the meeting during the date and time specified above, contact Marshall Maddox at marshall.maddox@ccwa.us, or **770-960-5213** to schedule a site visit. At least 24 hours advance notice must be given for all site visits.

2.5 Anticipated Contract Terms

The following provides information on the anticipated details of the contract terms:

- a. The term of the Power Purchase Agreement (“PPA”) shall be 20 years with an optional buy-out of the system(s) in year 10 and year 15. CCWA shall have the option to buy out any or all the sites at a fair market at year 10 and year 15.
- b. The selected solar provider will have qualified personnel (either staff or on a contract basis) to construct and maintain the solar installation(s), including, but not limited to a Georgia-registered master electrician and a

Division 1

Project Description

Section 2: General Overview

North American Board of Certified Energy Practitioners (NABCEP) certified overseer of the project.

- c. The selected solar provider must have the capacity to provide financing for all expenses for the design, site development, construction, installation, interconnection, maintenance, and operations of solar arrays at the selected sites. CCWA's financial contribution will only be an agreed upon rate for electricity in dollars per kilowatt-hour (\$/kWh) paid monthly for the solar power provided.
- d. The selected solar provider shall be solely responsible for delivery, assembly, installation, operation, and maintenance services for all solar installations.
- e. The selected solar provider shall be solely responsible for obtaining, and covering all costs associated with, any required permits (e.g., building, construction, electrical, plumbing, environmental, zoning, etc.), inspections, and utility interconnection agreements for the construction, installation, connection, operation, and maintenance of all solar installations.
- f. The selected solar provider shall provide all on-going maintenance activities to maintain the solar array(s) functioning properly and producing the maximum solar output possible. Maintenance activities may include, but may not be limited to, cleaning, grass maintenance, site maintenance and software system upgrades required.
- g. The selected solar provider shall be responsible for taking advantage of all available and applicable incentives offered to reduce the total installed cost of solar project at each facility and will be required to meet any and all requirements to claim such incentives. Incentives include, but may not be limited to, the Federal Investment Tax Credit, any accelerated depreciation benefits or any local and/or state tax incentives identified.
- h. The selected solar provider shall be responsible for ensuring that any installation of rooftop solar energy systems will not adversely impact roof integrity or violate existing roof warranties.
- i. The selected solar provider shall be responsible for removing the solar system(s) at the end of the term of agreement if the system(s) are not purchased by CCWA. The selected solar provider shall make arrangements for the temporary removal of the system if roof repairs are necessary, at any time during the term of the agreement.

Division 1

Project Description

Section 2: General Overview

- j. The selected solar provider shall provide an on-line (web-based) metering/billing portal to allow CCWA to view real-time solar power production data. This system should track real-time energy production for the purpose of monthly billing. This system may also be used by CCWA for educational purposes. The selected solar provider will provide any necessary training to CCWA to access and navigate the on-line (web-based) metering/billing portal.
- k. The selected solar provider shall design, locate and construct a solar system that maximizes the solar energy output at the sites identified in Appendix A. CCWA is receptive to solar proposals that utilize a ground-mounted structure with either “Fixed Tilt” or “Single-Axis Tracker” design, at those sites where such design is applicable. The specific solar module technology, inverter and other components are left up to the selected solar provider.

2.6 Scope of Work

The selected solar provider will design, construct, install, interconnect, operate, maintain, and monitor the system at the locations described on Appendix A and sell the solar electricity generated from those systems to CCWA in accordance with the agreed-upon dollar per kilowatt hour rate structure. All solar power generated at the facility shall be provided behind-the-meter to the facility.

The scope of service shall include all tasks required to design, fabricate, deliver, install, operate, interconnect, monitor, and maintain the solar system(s). The scope shall also include, but not be limited to, securing all permits and approvals from governing agencies, all labor, taxes, services, permit fees, and equipment necessary to produce a fully operational system as it is described in detail below:

- a. Design, Engineering, and Permitting

The selected solar provider will design/engineer the system to maximize the solar output, taking into consideration facility electrical demand and load patterns, proposed installation site, available solar resources, existing site conditions, proposed future site improvements, and other relevant factors. The selected solar provider will supply to CCWA the design documents with the following minimum information, in writing:

- i. Detailed timeline/project schedule
- ii. System description

Division 1

Project Description

Section 2: General Overview

- iii. Equipment details and description including information on module type (brand name, model, and technology), inverters (brand, type, and efficiency), and monitoring systems
- iv. Layout of installation
- v. Layout of equipment
- vi. All engineering associated with structural and mounting details
- vii. Performance of equipment components
- viii. Electrical grid interconnection requirements
- ix. Controls, monitors, and instrumentation
- x. System performance monitoring

CCWA will have 30 days to review the design layout and the proposed footprint of the solar installation. CCWA will provide written approval of the design layout. The selected solar provider and CCWA will make every attempt to work together on a solar design layout that is acceptable to both parties.

b. Installation

The selected solar provider shall supply all equipment, materials, and labor necessary to install the solar system and interconnect the system behind-the-meter without disrupting the on-going operations of the facilities. The selected solar provider shall identify an appropriate location for the solar inverter equipment that will meet the following criteria:

- i. Ease of maintenance and monitoring
- ii. Efficient operation
- iii. Low operating losses
- iv. Secured location and hardware
- v. Compatibility with existing facilities

c. Electrical Interconnections

The selected solar provider shall supply and install all equipment required to interconnect the systems behind-the-meter at the facility. The selected solar provider shall complete all applications, studies and witness testing procedures with Georgia Power to complete the interconnection process. All costs associated with utility interconnection shall be borne by the selected solar provider, including any equipment upgrades which may be required by Georgia Power. The selected solar provider shall secure from governing agencies and the utility company all required rights, permits, approvals, and interconnection agreements at no additional cost to CCWA.

Division 1

Project Description

Section 2: General Overview

CCWA will endeavor to provide any necessary information for applications, permits, and utility agreements. The selected solar provider shall complete and submit in a timely manner all documentation required to qualify for available rebates and tax incentives.

d. Commissioning and Witness Testing

During the start-up, CCWA staff shall observe and verify each system performance. Required commissioning and acceptance test services include:

- i. Starting up the systems until it achieves the performance requirements.
- ii. Conducting the performance testing over a consecutive 24-hour period.
- iii. Scheduling the witness testing with Georgia Power, meeting Georgia Power witness testing requirements and paying the required witness testing fees.
- iv. Conducting the successful delivery of power within 30 days following completion of the system, meeting each benchmark.

e. Operation and Maintenance Manuals and As-built Drawings

The selected solar provider shall provide to CCWA three sets of operation, maintenance and parts manuals for the solar system(s), in both digital PDF and hard copy. The manual shall cover all components and accessories supplied. It shall include maintenance, trouble-shooting, and safety precautions specific to the solar system. The selected solar provider shall also provide three sets of as-built drawings, in digital PDF. These requirements shall be delivered prior to acceptance of the system.

f. Monitoring

The selected solar provider shall monitor the system performance and provide real-time energy performance data to CCWA via a web-based portal. This information may be used as public education and outreach and to allow CCWA to monitor, analyze, and display historical and real-time solar electricity generation data. The real-time data shall reflect, but not be limited to, the following:

- i. System performance
- ii. System availability
- iii. Average and accumulated output

Division 1

Project Description

Section 2: General Overview

- iv. Capacity factor
- v. System degradation
- vi. Payment history
- g. Operation and Maintenance

The selected solar provider shall perform the following maintenance activities and report to CCWA details of these activities when performed:

- i. Perform (or subcontract) all required maintenance activities, including warranty repair work and equipment.
- ii. Replace, as needed, any panel or inverter to keep the system operational and performing to production guarantees.
- h. Metering

The selected solar provider shall:

- i. Ensure the metering system is designed, located, constructed, installed, owned, operated, and maintained in accordance with prudent industry practices to measure and record the amount of solar energy delivered to the facility.
- ii. Inspect and test all the meters in accordance with prudent industry practices, but not less often than every two (2) years. Inspection reports shall be provided to CCWA.
- iii. Be responsible for all costs and expenses incurred with such inspections or tests.
- i. Site Preparation

The selected solar provider shall be responsible for all civil site preparation to ready the site for project construction and panel installation. Site preparation may include, but may not be limited to, site grading, tree removal, geotechnical surveys, utility locating and other activities which are needed to complete the project.

2.7 Proposal Submission

Six (6) hard copies of the Proposal (**excluding the cost proposal form**) shall be submitted in a sealed container, and delivered by hand, courier service, or via the United States Postal Service to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260*. No facsimiles will be accepted. At

Division 1

Project Description

Section 2: General Overview

the time specified for the Proposal Opening, the sealed containers shall be publicly opened, but only the names of the Contractors shall be read aloud.

**** One original paper copy of the cost proposal form must be submitted in a separate sealed envelope and placed within the sealed submittal package. The cost proposal envelopes will NOT be opened until all evaluations and references are completed for all proposers.***

2.8 Proposal Format

All proposals must include the information outlined below and be tabbed to denote the sections as noted:

A. Qualifications and Experience

This section of the proposal should address the firm's qualifications and experience. Please describe the firm's qualifications and experience with respect to solar project development, project construction, solar project maintenance and experience with Power Purchase Agreements. Below are aspects to address in this section of the proposal. What sets your firm apart from others in this industry? Please limit this section to 20 pages.

1. History of company and primary business function.
2. Size of company and where the company operates.
3. Company ownership structure.
4. Examples of similar project. Examples should include size, location, technology, ownership structure (PPA, direct ownership, etc.).
5. Resume of the proposed Project Management.
6. Resume of NABCEP personnel.
7. Information on construction subcontractors, if applicable.

B. References

Proposers must complete the Project Experience / Reference Form. Three references must be provided. The references/forms must be provided.

C. Financial Viability

Include the most recent two years of financial data, including:

1. Audited Financial Statement
2. Balance Sheet
3. Dun & Bradstreet Report

Division 1

Project Description

Section 2: General Overview

D. Cost Proposals

CCWA reserves the right to negotiate cost with any and all Proposers that may be awarded work under this RFP.

No other references or mentioning of costs should be included in any other sections of your submitted proposal.

2.9 Proposal Schedule

The following is a proposed schedule and a guideline for all proposers (all time listed are local time):

RFP Released	Wednesday, December 13, 2017
Non-Mandatory Pre-Proposal Meeting and Site-visit	Thursday, December 21, 2017 at 3 pm
Deadline for Questions	Thursday, January 4, 2018 at 3 pm
Answers to Questions Provided	Monday, January 8, 2018 at 3 pm
Proposal Deadline	Thursday, January 11, 2018 at 3 pm
Negotiation with Selected Provider	March 2018
Contract award	April 2018

2.10 Addenda

Proposers may ask questions prior to the proposal opening. To be considered, all questions must be received in writing to **CCWA_Procurement@ccwa.us** by **3:00 p.m. (local time) on Thursday, January 4, 2018**. Any and all responses to proposers' questions will be issued in the form of Addenda by email. All addenda issued shall become part of the Proposal Documents.

2.11 Proposal Preparation Costs

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the Clayton County Water Authority.

Division 1

Project Description

Section 2: General Overview

2.12 Evaluation Criteria

Proposals will be evaluated by CCWA staff/consultant and ranked based on the following criteria items 1-3 below. CCWA staff/consultant will then evaluate the cost submission portion of the proposals. Ranking of proposals and proposed contract award will be made at the sole discretion of the CCWA.

Item	Evaluation Criteria	Points
1	Qualifications and Experience	20
2	References	10
3	Proposer's Financial Viability	10
4	Cost Proposal ⁽¹⁾	60
Total Points		100

- (1) **Cost Proposal Form.** *The Cost Proposal Form must be submitted in a separate sealed envelope, and placed within the completed sealed RFP submittal package. No other references or mentioning of costs should be included in any other section of your submitted proposal. The Cost Proposal Form is to be opened after the first initial Evaluation of the proposal.*

END OF SECTION

Division 2

Proposal Submittals

Section 1: Instructions to Proposers

These instructions are to be followed by every entity proposing to provide the Clayton County Water Authority (CCWA) with goods and/or services. These instructions constitute an integral part of the proposal, and any Proposer agrees that tender of a proposal constitutes acknowledgment and acceptance of its obligation to adhere to these instructions, which are to be incorporated into and considered part of any contract the Proposer ultimately executes with the CCWA.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the Proposer's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the proposal opening. Regarding public works projects, requests for interpretations of specifications must be made in writing to the department proposing out the project not later than five (5) days prior to receipt of proposals.
2. Unless it is otherwise stated in the proposal documents, it shall be the responsibility of the proposer to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its proposal. Documents may be made available by the CCWA during the proposal process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the proposer to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the proposer.
3. Pre-proposal meeting or any other information session will be held at the location as indicated in the solicitation. Unless indicated otherwise, attendance is not mandatory; although proposers are strongly encouraged to attend. However, in the event the meeting is mandatory, then a representative of the proposer must attend the meeting in its entirety to be considered eligible for solicitation award. Late entry to the meeting will not be allowed.
4. In the event that, after the acceptance of a proposal by the Board of Directors of the CCWA, any unsuccessful proposer wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager

Division 2

Proposal Submittals

Section 1: Instructions to Proposers

- no later than close of business on the 5th business day after the selection of successful proposer by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.
5. Information submitted by the Proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act. Proprietary information must be identified and be accompanied by a signed affidavit outlining the redacted information. Entire proposals may not be deemed proprietary.
 6. Proposals must be made on the enclosed Proposal Form. Unless otherwise requested, one (1) original and at least two (2) copies of the Proposal Form need to be submitted, and these copies must be typewritten or printed in ink. All copies of any Proposal Forms must be signed in ink by the person or persons authorized to sign the Proposal Form. The person signing the Proposal Form must initial any changes or corrections.
 7. The name of the person, firm, or corporation making the proposal must be printed in ink, along with the Proposer's signature, on all separate sheets of the Proposal Form. If a proposal is made by an individual, his name and post office address must be shown. If made by a firm, or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the proposal must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Proposal Form.
 8. All proposals must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the proposal shall submit it in a sealed envelope on or before the date and time specified in the proposal package. The envelope shall be marked "**Sealed Proposal**" and carry the proposal title, Contractor's License Number and date and time of opening as set forth in the proposal package. The envelope shall also bear the name of the party making the proposal and the party's address. Address proposals to *Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260.*

Division 2

Proposal Submittals

Section 1: Instructions to Proposers

Even if a proposal is not submitted, the Proposal Form should be returned signed and with an explanation, otherwise the result will be deletion from the mailing list.

9. If published price books are a part of your proposal, one price book must be included with your Proposal Form, and the successful Proposer is required to furnish additional current price books after award of the proposal.
10. Alterations to the documents are strictly prohibited and shall result in automatic disqualification of the Contractor's proposal. If there are "exceptions" to the specifications or comments to any of the solicitation requirements or other language, then the proposer may ask questions regarding those requirements or submit additional documentation as to the variation from the specifications, but may not alter any of the language contained in the solicitation.
11. In the case of goods, the person, firm or corporation making the proposal may propose all items. All items may be considered separately, at the discretion of the CCWA.
12. Bids for public works whose price exceeds \$100,000.00 must be accompanied by a certified check, cashier's check, or acceptable bid bond in an amount not less than five percent (5%) of the amount bid.
13. Proposers for construction contracts where the laws of Georgia or the United States of America require a license in order to perform such construction must list the license number and class on the face of the proposal envelope and must enclose copies of any required license with the proposal.
14. When public work is let out for proposal, no person shall prevent or attempt to prevent competition in such proposal. Such Proposers must make an oath filed with the officer who makes payments under the contract that they have not prevented or attempted to prevent competition in the proposal process. Such oath must be signed by: if a partnership, all partners and any officer or agent or other person who acted on the partnership's behalf during the proposal process; if a corporation, all officers, agents, or other persons who acted for the corporation in the proposal process.
15. Proposals shall not be withdrawn or cancelled by the proposer past the proposal opening date and time. The proposer may make

Division 2

Proposal Submittals

Section 1: Instructions to Proposers

modifications/corrections to the proposal by submitting a corrected seal proposal but only if the change is prior to the proposal opening. The corrected document should be clearly marked that it supersedes the proposal originally submitted. No modification or corrections will be allowed subsequent to the proposal opening.

16. By tendering a proposal, a Proposer agrees to leave the proposal open for acceptance by the CCWA for one hundred twenty (120) days after the date set for the opening thereof.
17. By tendering a proposal, the Proposer certifies that the Proposer has carefully examined these instructions and the terms and specifications applicable to and made a part of the proposal. The Proposer further certifies that the prices shown in any schedule of items on which the Proposer is proposing are in accordance with the conditions, terms and specifications of the proposal and that they are aware that any exception taken thereto may disqualify the proposal. Proposers are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the Proposer shall merit withdrawal of the proposal.
18. Copies of all communication pertaining to proposals must be sent to the Contracts, Compliance and Risk Management Section.
19. The purpose of this proposal is to establish contract prices. Unit price extension and net total must be shown if applicable. Cash discounts should be indicated separately. The CCWA is exempt from federal or state sales taxes; do not include such amounts in the proposal. Exemption certificates are furnished upon request.
20. Proposers are hereby notified and agree by submission of a Proposal Form that if additional items not listed in the Proposal Form become necessary and require unit prices not established by the Proposal Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Proposal Form.
21. All prices on goods shall be for delivery, our destination, f.o.b. freight prepaid Jonesboro, Georgia, and/or Morrow, Georgia, unless otherwise shown. Any

Division 2

Proposal Submittals

Section 1: Instructions to Proposers

- deliveries shall be made as needed and requested throughout the contract period.
22. Quantities when shown are estimates only, based on anticipated needs. The CCWA reserves the right to purchase based on actual need at contract price. If a Proposer intends to offer minimum or maximum shipment quantities, such intent and such quantities should be specified on the Proposal Form. Otherwise, none will be assumed.
 23. The time for completion of the work is stated in the Proposal Form. Failure to complete the work within this period shall result in payment to the CCWA of liquidated damages in an amount provided for by contract for each calendar day in excess of the Contract time.
 24. The Proposer must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Proposer.
 25. The successful Proposer must comply with the applicable Risk Management Requirements prior to beginning performance, and during the contract period.
 26. The Contract between the CCWA and the Proposer shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the Contract, these instructions, any Purchase Orders, the Risk Management Requirements, and the Hold Harmless Agreement), and shall form a binding contract between the contracting parties.
 27. Failure to execute the Contract, any required Surety Performance and Payment Bonds, or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award and for forfeiture of the proposal guaranty to the CCWA, not as a penalty, but in liquidation of damages sustained. At the discretion of the CCWA, the award may then be made to the next lowest responsible proposer, or the work may be re-advertised or constructed by the CCWA.
 28. Any Contract and Contract Bonds shall be executed in duplicate.

Division 2

Proposal Submittals

Section 1: Instructions to Proposers

29. Award of this proposal shall be by action of the CCWA Board at its regular monthly meeting.
30. The CCWA reserves the right, with or without notice or cause, to accept any proposal regardless of the amount thereof; to reject any proposal, or any number of proposals; to negotiate with any Proposer for a reduction of or alterations in its proposal; to reject all proposals and to call for additional proposals upon the same or different invitations to proposal, plans or specifications; to be sole judge, in its discretion, on all questions as to whether or not a proposal complies with the invitation to proposal, the plans or the specifications, and as to the solvency and sufficiency of any and all sureties on all bonds.
31. The apparent low proposal for goods shall be considered to be the lowest aggregate total price of specified products at their unit prices times the estimated required quantities of these specified products.
32. While price is the prime criteria, and the CCWA intends to purchase at the lowest responsible proposal available, price shall not be the sole criteria utilized by the CCWA in evaluating the proposal package submitted. The following criteria shall also be utilized by the CCWA in determining the lowest responsible proposal:
 - a. Ability of proposer to perform in the time frame needed by the CCWA.
 - b. Reputation of the proposer in its industry.
 - c. Reasonableness of the proposal in relation to anticipated costs.
 - d. Ongoing relationships with the CCWA based on above-average prior performance of work with the Authority.
 - e. Preference for local proposers where there is no significant variance in price or service.
33. Proposers are notified that the Authority reserves the right except in the case of public works contracts to include among the factors considered in awarding the contract the proximity of each Proposer's place of business to any affected Authority facility. The Authority further reserves the right to award the contract to a Proposer other than the Proposer offering the lowest price where: (a) the difference in price between the low Proposer and the preferred Proposer is nominal; and (b) the Authority's Board determines that the preferred proposal provides the most cost-effective option due to the closer proximity of the preferred Proposer's place of business to the affected

Division 2

Proposal Submittals

Section 1: Instructions to Proposers

Authority facility or facilities. In such a situation, by responding to this proposal, the Proposer waives any cause of action against the Authority for frustration of proposal or under any similar legal theory; furthermore, the Proposer agrees to pay all costs and expenses, including but not limited to attorney fees, incurred by the Authority in defending against any such claim.

34. It is the policy of the Clayton County Water Authority (CCWA) to promote award of sub-agreements for goods and/or services to qualified minority and women-owned businesses. Proposers are encouraged to solicit minority and women-owned businesses whenever they are potential sources.
35. Proposers are encouraged to utilize the services and assistance of the U.S. Small Business Administration (SBA), and the office of the Department of Commerce Minority Business Development Agency (MBDA). These agencies can provide assistance in securing the names of qualified minority and women-owned businesses.

The Georgia Department of Transportation (DOT) has established a list of qualified Disadvantaged Business Enterprises. Information is available online under the tab for "Directories", link for "UCP Directory - Excel" at:

<http://www.dot.ga.gov/doingbusiness/dbePrograms/Pages/default.aspx>.

The successful Proposer will be asked to provide, along with his Request for Payment each month a list of qualified MBE/WBE businesses utilized on this Project.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

36. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Proposer understands and agrees that compliance with the requirements of O.C.G.A.13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Proposer further agrees that such compliance shall be attested by the Proposer and any of his Subcontractors by execution of the appropriate Affidavit and Agreement included after the Agreement Form of these documents.

END OF SECTION

Division 2

Proposal Submittals

Section 2: Project Experience / Reference Form

PROJECT EXPERIENCE / REFERENCE FORM

PLEASE COMPLETE FORM FOR THREE RELEVANT PROJECTS

Must be completed by the solar contractor

Project Title: _____

Project Location: _____

Project Owner: _____

Owner Name: _____

Owner's Contact Person: _____

Address / Phone Number: _____

Project Specifics:

Project Size (KWdc): _____

Project Type (Fixed or Single-Axis): _____

Inverters Used: _____

Panels Used: _____

Ground or Roof Mount: _____

Project Description (any notable project aspects): _____

Construction Contract:

Bid Date: _____

Bid Price/Initial Contract Price: _____

Final Contract Price _____

Contract Time:

Initial Performance Time: _____

Actual Time to Complete Construction: _____

Completion Date: _____

Value / Description of Major Change Orders: _____

END OF SECTION

Division 2

Proposal Submittals

Section 3: Risk Management Requirements

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Authority Certificates of Insurance, certifying the required insurance coverages and stating that each policy has been endorsed to provide thirty (30) day notice to the Authority in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Limits of Liability:

- \$1,000,000Per occurrence
- \$1,000,000Personal and Advertising
- \$50,000Fire Damage (automatic minimum)
- \$5,000Medical Payments (automatic minimum)
- \$1,000,000General Aggregate
- \$1,000,000Products/Completed Operations per occurrence and aggregate

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy is required at a coverage limit of at least \$5,000,000.

END OF SECTION

Division 2

Proposal Submittals

Section 4: Required Proposal Forms

4.1 Required Proposal Forms:

In addition to Qualifications and Experience information, Project Experience / Reference Forms and Financial Viability information, the following forms are required to be included as part of the proposal submittal. Failure to include any of these items may result in the proposal being deemed non-responsive:

- A. Cost Proposal Form – Proposers must submit their completed and signed Cost Proposal Form in a separate sealed container which should be marked “Cost Proposal Form”, and include the proposal title, opening date and time. **Cost Proposal Forms shall not be altered or modified.**
- B. Any suggested edits, deletions or additions to the attached Solar Energy Purchase Agreement.
- C. Proposer Qualification Information Form.
- D. Georgia Security and Immigration Compliance Act of 2006 Form.
- E. Contractor Affidavit and Agreement Form.
- F. Subcontractor Affidavit Form.

If a Contractor/Subcontractor will not be performing any services under this contract, the Contractor/company submitting the bid MUST also complete, sign, date, and have both Affidavit forms notarized and make proper notation of "N/A" - Not Applicable.

Clayton County Water Authority (CCWA) cannot consider any proposal which does not include completed affidavits. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All Proposers intending to do business with CCWA are responsible for independently apprising themselves and complying with the requirements of that law, and its effect on CCWA procurements and their participation in those procurements.

- G. Addenda (if any).

END OF SECTION

Division 2

Proposal Submittals

Section 5: Cost Proposal Form

Proposal of _____

Hereinafter "Proposer"), organized and existing under the laws of the State of _____, doing business as _____ (insert "a corporation," "a partnership," or "an individual" or such other business entity designation as is applicable).

To the Clayton County Water Authority (hereinafter "Owner").

In compliance with the Request for Proposals, Proposer hereby proposes to provide with **Solar Energy Purchase Agreement (SEPA) Proposals** in strict accordance with this Contract Documents as enumerated in the Request for Proposals, within the time set forth therein, and at the prices stated below.

By submission of this proposal, Proposer certifies, and in the case of joint proposal each party thereto certifies as to the party's own organization that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other Proposer or with any competitor. Proposer also certifies compliance with the Instructions to Proposers.

In submitting this proposal, Proposer certifies that he/she is qualified to do business in the State of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION:

The undersigned proposer agrees, if this proposal is accepted, to enter into a Master Service Agreement (MSA) with OWNER on the form included in the Documents to perform services as specified or indicated in the Documents for the Contract Price derived from the proposal and within the times indicated herein and in accordance with the other terms and conditions of the Documents. Proposer accepts the terms and conditions of the Documents.

INSURANCE:

Proposer further agrees that proposal amount(s) stated herein includes specific consideration for the specified insurance coverages.

TERM OF CONTRACT:

The MSA shall commence on the date it is executed by CCWA or the proposer, whichever is later, and shall continue in full force for a period of twenty years. **PRICE:** Prices as listed on the RFP Proposal Pages shall remain firm throughout the contract period.

Division 2

Proposal Submittals

Section 5: Cost Proposal Form

PAYMENT:

CCWA shall make payments by check net 30 days after receipt of services and an invoice.

ADDENDA:

Proposer acknowledges receipt of the following Addenda:

Division 2

Proposal Submittals

Section 5: Cost Proposal Form

This Form must be provided in a separate sealed envelope, and placed within the completed sealed RFP submittal package.

COST PROPOSAL - RATE (\$/KWH) AND ANNUAL KWH PRODUCTION

	Rate (\$ / kWh) Aggregate \$ / kWh of all three sites	Annual kWh Delivered – WB Casey Water Reclamation Facility Site	Annual kWh Delivered - Terry R. Hicks/ Water Production Plant Site	Annual kWh Delivered - CCWA Headquarters Site	Total Annual Cost of Power Sold by Solar Power Provider and Purchased by CCWA
Year 1					
Year 2					
Year 3					
Year 4					
Year 5					
Year 6					
Year 7					
Year 8					
Year 9					
Year 10					
Year 11					
Year 12					
Year 13					
Year 14					
Year 15					
Year 16					

Division 2

Proposal Submittals

Section 5: Cost Proposal Form

Year 17					
Year 18					
Year 19					
Year 20					
TOTAL (kWh)					

Rates should be provided in cents per kWh. One aggregate price per kWh should be provided for all facilities.

Year: Defined as a 365-day period beginning on the Commercial Operation Date. This date will be agreed upon by CCWA and the selected solar provider.

COST PROPOSAL- BUY-OUT OPTION PRICING

The fee/rate schedule shall be all-inclusive for all costs. The rate schedule will be used to negotiate future work that is not included in the scope as defined in this RFP and it yet to be defined.

	Buy-out option (\$) - WB Casey Water Reclamation Facility Site	Buy-out option (\$) - Terry R. Hicks Water Production Plant Site	Buy-out option (\$) - CCWA Headquarters Site
Year 10			
Year 15			

A buy-out option price should be provided in year 10 and 15. Provide buy-out option pricing for each site individually. CCWA reserves the right to exercise the buy-out option on one or all the sites.

Year: Defined as a 365-day period beginning on the Commercial Operation Date. This date will be agreed upon by CCWA and the selected solar provider.

Submitted by: _____

Division 2

Proposal Submittals

Section 5: Cost Proposal Form

Submitted by:

COMPANY NAME OF
PROPOSER:

By: (OFFICER NAME)

SIGNATURE:

TITLE:

COMPANY ADDRESS:

CITY, STATE, ZIP CODE:

PHONE NUMBER:

EMAIL ADDRESS:

DATE:

END OF SECTION

Division 2

Proposal Requirements

Section 6: Proposer Qualification Information

COMPANY NAME OF PROPOSER: _____

NUMBER OF YEARS IN BUSINESS _____

BUSINESS ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

POINT OF CONTACT NAME: _____

POINT OF CONTACT EMAIL ADDRESS: _____

COMPANY TAX ID NUMBER: _____

COMPANY WEBSITE: _____

ENTITY TYPE: Individual/Sole Proprietor Employee Owned Company
 Privately Held Corporation/LLC Partnership
 Publicly Owned Company Attorney
 Other (specify): _____

NAME OF PRINCIPAL OFFICERS: _____

END OF SECTION

Division 2

Proposal Submittals

Section 7: Contractor Affidavit and Agreement

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit ____ and is incorporated into this Agreement by reference herein.

- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
 - 1. _____ 500 or more employees;
 - 2. _____ 100 or more employees;
 - 3. _____ Fewer than 100 employees.

- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
 - 1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 - 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Clayton County Water Authority at any time."

Contractor _____
Authorized Signature: _____
Name: _____
Title: _____
Date: _____

Division 2

Proposal Submittals

Section 7: Contractor Affidavit and Agreement

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract, the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions established in O.C.G.A. 13-10-91.

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with the Clayton County Water Authority, the contractor will only employ or contract with subcontractor(s), who can present a similar affidavit verifying the subcontractor's compliance with O.C.G.A. 13-10-91. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Clayton County Water Authority within five days of the subcontractor(s) presenting such affidavit(s) to the contractor.

EEV / Basic Pilot Program User Identification Number
Please enter the four to six numerical characters

Name of Contractor (Printed)

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____, 20____.

Notary Public

My Commission Expires

Division 2

Proposal Submittals

Section 7: Contractor Affidavit and Agreement

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____

_____ on behalf of the Clayton County Water Authority has registered with, is participating in, uses, and will continue to use for the duration of the contract the federal work authorization program - EEV/Basic Pilot Program operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA), commonly known as E-Verify, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, in connection with the physical performance of services pursuant to this contract with _____ on behalf of the Clayton County Water Authority, the subcontractor will only employ or contract with sub-subcontractor(s), who can present a similar affidavit verifying the sub-subcontractor's compliance with O.C.G.A. 13-10-91. The undersigned further agrees that the Subcontractor will maintain records of such compliance and provide a copy of each such verification to the Contractor within five days of the sub-subcontractor(s) presenting such affidavit(s) to the Subcontractor.

EEV / Basic Pilot Program User Identification Number
Please enter the four to six numerical characters

Name of Sub-Contractor (Printed)

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____, 20____.

Notary Public

My Commission Expires

END OF SECTION

Division 3

Contract Forms

Section 1: Agreement Form

SOLAR ENERGY PURCHASE AGREEMENT

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser		Seller	
Name and Address		Name and Address	
Phone		Phone	
Fax		Fax	
E-mail		E-mail	
Premises Ownership	Purchaser: <input type="radio"/> owns <input type="radio"/> leases the Premises. List Premises Owner, if different from Purchaser: _____	Additional Seller Information	Contractor’s License Number
Tax Status			
Project Name			

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electricity from the solar panel system described in **Exhibit 2** (the “**System**”) and installed on the real property comprising Purchaser’s premises described or depicted in Schedule A to **Exhibit 2** (the “**Premises**”), including any buildings and other improvements on the Premises other than the System (the “**Improvements**”).

Division 3

Contract Forms

Section 1: Agreement Form

The exhibits listed below are incorporated by reference and made part of this Agreement:

- Exhibit 1** Pricing
- Exhibit 2** System Description, Delivery Point and Premises
- Exhibit 3** General Terms and Conditions
- Exhibit 4** Performance Guaranty

Purchaser: _____
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Seller: _____
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Division 3

Contract Forms

Section 1: Agreement Form

Exhibit 1

Pricing

1. **Initial Term:** Twenty (20) years, beginning on the Commercial Operation Date (the “Initial Term”).
2. **Additional Terms:** Up to three (3) terms of five (5) years each beginning on the expiration of the Initial Term (each an “Additional Term”).
3. **Contract Price:**

Contract Year	\$/kWh
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

The first Contract Year shall commence on the Commercial Operation Date, and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

4. **Contract Price Assumptions.** The Contract Price is based on the following assumptions:
 - a. A payment or performance bond is is not being issued to Purchaser under this Agreement.

Division 3

Contract Forms

Section 1: Agreement Form

- b. Interconnection costs for the System will not exceed \$[] in the aggregate.
 - c. Statutory prevailing wage rates (e.g., Davis-Bacon) do do not apply.
 - d. A Performance Guaranty is being provided by the Seller.
 - e. All prices in this Agreement are calculated based on an upfront rebate of \$[].
 - f. The Contract Price is inclusive of Seller's Taxes (as defined in Section 3(d) of **Exhibit 3**) at the rates in effect as of the Effective Date (to the extent that such rates are known or knowable by Seller on the Effective Date).
- 5. Contract Price Exclusions.** Unless Seller and Purchaser have agreed otherwise in writing, and except as otherwise provided in Section 2(c) of Exhibit 3, the Contract Price excludes the following:
- a. Unforeseen groundwork (including excavation and circumvention of underground obstacles). Upgrades or repair to customer or utility electrical infrastructure (including: client or utility service, transformers, substations, poles, breakers, reclosers, and disconnects).
 - b. Snow removal, tree removal, tree trimming, mowing and any landscape improvements.
 - c. Decorative fencing and/or any visual screening materials, decorative enhancements to solar support structures (including: painting, paint matching, masonry/stone work, and any lighting not required to meet the minimum code compliance).
 - d. Removal of existing lighting, light poles, or concrete light post bases.
 - e. Roof membrane maintenance or reroofing work.
 - f. Structural upgrades to the Improvements, including ADA upgrades.
 - g. Installation of public information screen or kiosk (including accompanying internet connection, power supply, technical support and ADA access).
 - h. Changes in System design caused by any inaccuracy or ambiguity in information provided by Purchaser, including information regarding Purchaser's energy use, the Premises and the Improvements, including building plans and specifications.

Division 3

Contract Forms

Section 1: Agreement Form

6. Termination Payment Schedule (Exhibit 3, Section 11(b)):

Contract Year	Termination Payment (\$)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

Division 3

Contract Forms

Section 1: Agreement Form

Exhibit 2

System Description, Delivery Point and Premises

1. System Location:
2. System Size (DC kW):
3. System Description (Expected Structure, Etc.):
4. **Delivery Point and Premises:** Schedule A to this **Exhibit 2** contains one or more drawings or images depicting:
 - a. Premises, including the Improvements (as applicable);
 - b. Proposed System location;
 - c. Delivery point for electricity generated by the **System** (the “**Delivery Point**”);
 - d. Access points needed for Seller to install and service the System (building, access, electrical room, stairs etc.); and
 - e. Construction assumptions (if any).

Schedule A

Division 3

Contract Forms

Section 1: Agreement Form

Exhibit 3

MASTER SERVICES AGREEMENT

General Terms and Conditions

Table of Contents

1.	Purchase and Sale of Electricity	3-1.8
2.	Term and Termination.....	3-1.8
3.	Billing and Payment; Taxes	3-1.9
4.	RECs and Incentives	3-1.10
5.	Project Completion.....	3-1.11
6.	Installation, Operation and Maintenance.....	3-1.13
7.	Miscellaneous Rights and Obligations of the Parties	3-1.15
8.	Relocation of System	3-1.17
9.	Removal of System upon Termination or Expiration	3-1.17
10.	Measurement.....	3-1.17
11.	Default, Remedies and Damages	3-1.18
12.	Representations and Warranties	3-1.20
13.	Insurance Coverage.....	3-1.22
14.	Ownership; Option to Purchase	3-1.23
15.	Indemnification and Limitations of Liability.....	3-1.25
16.	Assignment and Financing.....	3-1.26
17.	Confidentiality	3-1.27
18.	Specific Provisions For Facilities Sites.....	3-1.29
19.	General Provisions.....	3-1.30

Division 3

Contract Forms

Section 1: Agreement Form

MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter "Agreement") is made by and between Clayton County Water Authority (hereinafter "Purchaser"), a local governmental authority, with offices at 1600 Battle Creek Rd., Morrow, GA ("Client"), and _____, (hereinafter "Seller") a _____ company with offices located at _____ (collectively "Parties"), and entered into on the _____ day of _____, 20____, the "Effective Date", and the Parties agree as follows:

General Terms and Conditions

1. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller and Seller shall sell to Purchaser, all of the electricity generated by the System during the Term (as defined in Section 2(a)). Electricity generated by the System shall be delivered to Purchaser at the Delivery Point. Title to and risk of loss for the electricity generated by the System passes to Purchaser from Seller at the Delivery Point. Purchaser may purchase electricity for the Premises from other sources to the extent Purchaser's electricity consumption requirements at the Premises exceed the output of the System.
2. **Term and Termination.**
 - a. **Effective Date; Term.** This Agreement is effective as of the Effective Date. The electricity supply period under this Agreement commences on the Commercial Operation Date (as defined in Section 6) and continues for a duration of twenty (20) years (the "Initial Term") and any Additional Terms, unless earlier terminated as provided for in this Agreement (collectively, the "Term").
 - b. **Additional Terms.** This Agreement will be renewed for an Additional Term of five (5) years at the current terms of this Agreement, so long as the Parties agree to the Additional Term, and any Additional Terms that follow, in writing which is signed and attested to by both Parties. This agreement will be eligible for renewal up for _____ Addition Terms of five (5) years after the Initial Term
 - c. **Termination Due to Contract Price Adjustments or Lack of Project Viability.** If, at any time after the Effective Date and prior to Commencement of Installation (as defined in Section 5), (i) circumstances arise which have been excluded from Contact Price calculations pursuant to Section 5 of Exhibit 1, or Seller determines that

Division 3

Contract Forms

Section 1: Agreement Form

the installation of the System will not be technically or economically viable for any other reason, and (ii) the Parties have negotiated a Contract Price adjustment for thirty (30) days following written notice from Seller without reaching agreement, either Party may terminate this Agreement by providing ten (10) days' prior written notice to the other Party. Neither Party shall be liable for any damages in connection with such termination. After Commencement of Installation, the Contract Price shall not be subject to further adjustment pursuant to Section 5 of Exhibit 1 or otherwise.

- d. **Termination by Purchaser for Delay.** If Commencement of Installation has not occurred [] days after the Effective Date, Purchaser may terminate this Agreement by providing thirty (30) days' prior written notice to Seller; provided that this Agreement will not terminate pursuant to this Section 2(d) if Seller achieves Commencement of Installation on or before the end of such thirty (30) day notice period. Purchaser shall not be liable for any damages in connection with such termination.
- c. **Termination for Convenience.** After a period of seven (7) years from the Effective Date, this Agreement may be terminated by the Purchaser, with or without cause, upon thirty (30) days written notice to the Seller as provided herein.

3. Billing and Payment; Taxes.

- a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electricity generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the "**Contract Price**"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of electricity generated during the applicable month, as measured by the Meter (as defined in Section 11). Additional costs for items differing from the assumptions in **Exhibit 1**, Item 4 are Purchaser's responsibility. **Monthly Invoices.** Seller shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.
- b. **Payment Terms.** All amounts due under this Agreement are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period

Division 3

Contract Forms

Section 1: Agreement Form

shall accrue interest at the annual rate of one percent (1%) above the Prime Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars.

- c. **Seller's Taxes.** Seller is responsible for: (1) payment of income taxes or similar taxes imposed on Seller's revenues due to the sale of electricity under this Agreement; and (2) personal property taxes imposed on the System ("**Seller's Taxes**").
4. **RECs and Incentives.** As the owner of the System, Seller is entitled to the benefit of, and will retain all ownership interests in the RECs and Incentives. Purchaser shall cooperate with Seller in obtaining, securing and transferring any and all RECs and Incentives. Purchaser is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless agreed to by Purchaser and reimbursed by Seller. Purchaser shall not make any filing or statements inconsistent with Seller's ownership interests in the RECs and Incentives. If any RECs or Incentives are paid or delivered directly to Purchaser, Purchaser shall immediately pay or deliver such items or amounts to Seller.

"Governmental Authority" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a Party.

"Incentives" means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the System (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, provided that Incentives shall not include RECs.

"REC" means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization, pollution allowance, carbon credit and any similar environmental allowance or credit and

Division 3

Contract Forms

Section 1: Agreement Form

green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, in each case relating to the construction, ownership, use or production of energy from the System, provided that RECs shall not include Incentives.

5. Project Completion.

- a. **Project Development.** Seller shall diligently pursue the development and installation of the System, subject to Section 2(c), Section 11 and the remaining provisions of this Section 5.
- b. **Permits and Approvals.** Seller shall obtain the following at its sole cost and expense (each an “**Approval**”):
 - i. Any zoning, land use and building permits required for Seller to construct, install and operate the System; and
 - ii. Any agreements and approvals from the utility necessary in order to interconnect the System to the utility’s electric distribution system.

Purchaser agrees to cooperate with Seller’s reasonable and timely requests to assist Seller in obtaining such Approvals, including, without limitation the execution of documents required to be provided by Purchaser to the local utility.

- c. **Commencement of Installation.** Seller shall exercise commercially reasonable efforts to achieve Commencement of Installation of the System within [_____] days after the Effective Date. “**Commencement of Installation**” means the date that Seller or its installation contractor has begun physical installation of the System on the Premises.
- d. **Force Majeure.**
 - i. **Force Majeure Event.** If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term

Division 3

Contract Forms

Section 1: Agreement Form

and impacts the ability of the System to deliver electricity to the Delivery Point, the Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.

- ii. **Extended Force Majeure**. If a Force Majeure Event notified by either Party under paragraph (i) above continues for a consecutive period of one hundred and eighty (180) days or more within a twelve (12) month period, then either Party may terminate this Agreement without either Party having further liability under this Agreement except: (a) liabilities accrued prior to termination and (b) Seller shall remove the System as required under Section 9 at Seller's own expense. Any outstanding amounts due to Seller from Purchaser shall be paid in the event of a Force Majeure event and termination is invoked pursuant to this section.
- iii. **"Force Majeure Event"** means any event or circumstance beyond the reasonable control of and without the fault or negligence of Seller, including, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; change in laws, the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid; and failure or unavailability of equipment, supplies or products outside of Seller's control or due to a Force Majeure Event.
- e. **Extension of Time**. If Seller is delayed in achieving Commencement of Installation due to a Force Majeure Event, the time for achievement of Commencement of Installation will be automatically extended to account for the impact of the delay. Such extension shall not exceed one hundred and eighty (180) days unless agreed to in writing by Purchaser
- f. **Commercial Operation**. Seller shall notify Purchaser in writing when it has achieved Commercial Operation (the date of such notice, the **"Commercial Operation Date"**). **"Commercial Operation"** means that the System is mechanically complete, capable of providing electricity to

Division 3

Contract Forms

Section 1: Agreement Form

the Delivery Point at the nameplate capacity specified in Exhibit 2 and has permission to operate from the relevant Governmental Authority. Seller shall provide Purchaser with documentation to evidence that the System is ready to begin Commercial Operation upon Purchaser's reasonable request.

6. Installation, Operation and Maintenance.

- a. **Seller's General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, Seller shall design, engineer, install, commission, monitor, operate and maintain the System, in each case in a good and workmanlike manner and in accordance with applicable law and prudent solar industry practices in the state in which the Premises are located. The System shall comply with all applicable rules, regulation and local building codes.
- b. **System Design Approval.** Seller shall provide Purchaser with a copy of the System design for approval prior to commencement of construction. Purchaser shall have thirty (30) days after receipt to approve or disapprove the design. Failure by Purchaser to respond within such thirty (30) day period shall be deemed approval of the design. If Purchaser disapproves the design, Seller shall modify the design and resubmit it for Purchaser's approval. If the System design modifications requested by Purchaser render the System non-viable, Seller may terminate this Agreement under Section 2(c) above.
- c. **System Repair and Maintenance.** Seller may suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System; provided that Seller shall use commercially reasonable efforts to (i) minimize any interruption in service to the Purchaser, and (ii) limit any such suspension of service to weekend or off-peak hours. Scheduled and unscheduled maintenance and repairs shall be undertaken at Seller's sole cost and expense, except that Purchaser shall reimburse Seller for the reasonable cost of any repairs or maintenance resulting from damage caused by Purchaser, its agents, employees or contractors.
- d. **Outages.** Upon Purchaser's written request, Seller shall take the System off-line for a total of forty-eight (48) daylight hours during each Contract Year (each event an "**Outage**" and the forty-eight (48) hour period the "**Outage Allowance**"). The Outage Allowance includes all Outage hours requested by Purchaser under this Section 6(d) (other than due to the fault or negligence of Seller). Purchaser's request shall be delivered at

Division 3

Contract Forms

Section 1: Agreement Form

least forty-eight (48) hours in advance. Purchaser is not obligated to accept or pay for electricity from the System for Outages up to the annual Outage Allowance. If the aggregate hours for Outages exceed the Outage Allowance in a given Contract Year due to Purchaser's actions, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Outages and Purchaser shall pay Seller for such amount in accordance with this Agreement.

- e. **Maintenance of Premises.** Purchaser shall, at its sole cost and expense, maintain the Premises and Improvements, excluding Seller's installed facilities, in good condition and repair. Purchaser, to the extent within its reasonable control, (i) shall ensure that the Seller's facilities remains interconnected to the local utility grid at all times; and (ii) shall not permit cessation of electric service to the Premises and Seller's facilities from the local utility. Purchaser is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure on the Purchaser's side of the Delivery Point, including all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall use commercially reasonable efforts to cooperate with Seller to comply with any technical standard of the utility providing electrical power to the Purchaser, and does not need to receive permission to operate from the utility.
- f. **No Alteration of Premises.** Not less than thirty (30) days prior to making any alterations or repairs to the Premises (except for emergency repairs) or any Improvement which may adversely affect the operation and maintenance of the System, Purchaser shall inform Seller in writing and, thereafter, shall use commercially reasonable efforts to conduct such repairs, alterations or Improvements in compliance with any reasonable request made by Seller within ten (10) days after having received such written request to mitigate any adverse effect. If any repair, alteration or Improvement result in a permanent and material adverse economic impact on the System, Purchaser may request relocation of the System under Section 8 hereof. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, Seller shall perform such work, and any re-connection or re-installation of the System, at Purchaser's cost, subject to Sections 6(b) and 6(c). Seller shall make any alterations and repairs in a good and workmanlike manner, in compliance with all applicable laws, codes and permits.

Division 3

Contract Forms

Section 1: Agreement Form

7. Miscellaneous Rights and Obligations of the Parties.

- a. **Access Rights.** Purchaser hereby grants to Seller and to Seller's agents, employees, contractors and the utility (i) a non-exclusive license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across the Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of this Agreement (the "**License Term**"), for the purposes of performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement and otherwise as required by Seller in order to effectuate the purposes of this Agreement. In addition to the foregoing, if the System shall be a ground-mounted System to be located within a secure, fenced area on the Premises, Purchaser hereby grants to Seller an exclusive, sub-licensable license running with the Premises (the "**Exclusive License**", and together with the Non-Exclusive License, the "**Licenses**") for purposes of the installation, operation, use and maintenance of the System on such exclusively licensed area of the Premises during the License Term. Seller and its employees, agents and contractors must comply with Purchaser's site safety and security requirements when on the Premises (other than in respect of the fenced area governed by the Exclusive License) during the License Term. During the License Term, Purchaser shall preserve and protect Seller's rights under the Licenses and Seller's access to the Premises and shall not interfere with such rights or access.
- b. **OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.
- c. **Safeguarding the Premises.** Purchaser shall maintain the physical security of the Premises and Improvements in a manner to be expected of a reasonable and prudent owner or lessee of premises and improvements similar to the Premises and Improvements in nature and location. Purchaser shall not conduct or permit activities on, in or about the Premises or the Improvements that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- d. **Insolation.** Purchaser acknowledges that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not, to

Division 3

Contract Forms

Section 1: Agreement Form

the extent within its reasonable control, cause or permit any interference with the System's Insolation, and shall ensure that vegetation on the Premises adjacent to the System is regularly pruned or otherwise maintained to prevent interference with the System's Insolation. If Purchaser discovers any activity or condition that could diminish the Insolation of the System, Purchaser shall immediately notify Seller and cooperate with Seller in preserving and restoring the System's Insolation levels as they existed on the Effective Date.

- e. **Use and Payment of Contractors and Subcontractors.** Seller shall use suitably qualified, experienced and licensed contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall be responsible for the quality of the work performed by its contractors and subcontractors and Seller warrants that all such work shall be performed to industry standards. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement.

f. **Liens.**

- i. **Lien Obligations.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Seller access to the Premises, (each a "**Lien**") on or with respect to the System. Seller shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien on or with respect to the Premises or the Improvements, other than those Liens which Seller is permitted by law to place on the Premises due to non-payment by Purchaser of amounts due under this Agreement. Each Party shall immediately notify the other Party in writing of the existence of any such Lien following discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to the other Party; provided, however, that each indemnifying Party has the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either removes such Lien from title to the affected property, or that assures that any adverse judgment with respect to such Lien shall be paid without affecting title to such property.

Division 3

Contract Forms

Section 1: Agreement Form

- ii. **Lien Indemnity.** Seller shall indemnify the Purchaser from and against all claims, losses, damages, liabilities and expenses resulting from any Liens filed against Purchaser's property as a result of the Seller's breach of its obligations under Section 7(f)(i).

8. Relocation of System.

If Purchaser is otherwise unable to continue to host the System or accept the electricity delivered by the System for any other reason (other than a Default Event by Seller), Purchaser may propose in writing the relocation of the System, in lieu of termination of the Agreement by Seller for a Default Event by Purchaser. If such proposal is practically feasible and preserves the economic value of the agreement for Seller, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System and the reimbursement of relocation costs from Purchaser to Seller. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of Purchaser's proposal, Seller may terminate this Agreement pursuant to Section 11(b)(ii).

9. Removal of System upon Termination or Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option under Section 14(b)), Seller shall, at its expense (unless expressly provided otherwise in this Agreement), remove all of the tangible property comprising the System from the Premises with a targeted completion date that is no later than ninety (90) days after the expiration of the Term. The portion of the Premises where the System is located shall be returned to its original condition (, including the removal of System mounting pads or other support structures, and repair and restoration of the roof and the roof membrane. If the System is installed on the roof of an Improvement, Seller's warranties under Section 12(c)(i) shall apply, as applicable. Purchaser must provide sufficient access, space and cooperation as reasonably necessary to facilitate System removal. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser may, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Seller's cost.

10. Measurement.

- a. **Meter.** The System's electricity output during the Term shall be measured by Seller's meter, which shall be a revenue grade meter that meets ANSI-C12.20 standards for accuracy (the "**Meter**"). Purchaser shall have

Division 3

Contract Forms

Section 1: Agreement Form

access to the metered energy output data via the [] monitoring system installed and maintained by Seller as part of the System.

- b. **Meter Calibration**. Seller shall calibrate the Meter in accordance with manufacturer's recommendations. Notwithstanding the foregoing, Purchaser may install, or cause to be installed, its own revenue-grade meter at the same location as the Meter. If there is a discrepancy between the data from Purchaser's meter and the data from the Meter of greater than two percent (2%) over the course of a Contract Year, then Purchaser may request that Seller calibrate the Meter at Purchaser's cost.

11. Default, Remedies and Damages.

- a. **Default**. Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**", the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":
- i. Failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within thirty (30) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
 - ii. Failure of a Party to perform any material obligation under this Agreement not addressed elsewhere in this Section 11(a) within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within thirty (30) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed ninety (90) days;
 - iii. Any representation or warranty given by a Party under this Agreement was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. Seller becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs, or proceedings are taken in any jurisdiction with respect to the Seller

Division 3

Contract Forms

Section 1: Agreement Form

which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within sixty (60) days); or,

b. Remedies.

- i. **Suspension.** Upon the occurrence and during the continuation of a Default Event by Purchaser, including a Payment Default, Seller may suspend performance of its obligations under this Agreement until the earlier to occur of the date (a) that Purchaser cures the Default Event in full, or (b) of termination of this Agreement.
- ii. **Termination.** Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under Section 11(a)(iv), the Non-Defaulting Party may terminate this Agreement immediately, or for any other applicable reason under this Agreement.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement pursuant to a Party's default, the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
 - (1) **Termination by Seller.** If Seller terminates this Agreement for a Default Event by Purchaser, the Termination Payment payable to Seller shall be equal to the sum of (i) the applicable amount set forth in the Termination Payment Schedule set forth as Item 6 of **Exhibit 1**, and (ii) any other amounts previously accrued under this Agreement and then owned by Purchaser to Seller.
 - (2) **Termination by Purchaser.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser will be equal to the sum of (i) the present value of the excess, if any, of the reasonably expected cost of electricity from the utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all direct costs reasonably incurred by Purchaser by reason of the termination; and (iii) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment

Division 3

Contract Forms

Section 1: Agreement Form

determined under this Section 11(b)(iii)(2) cannot be less than zero. Additionally, receipt of the Termination Payment does not preclude Purchaser from seeking other applicable remedies against Seller through law or equity.

- c. **Obligations Following Termination.** If a Party terminates this Agreement pursuant to Section 11(b)(ii), then following such termination, Seller shall remove the equipment constituting the System in compliance with Section 9 above at the sole cost and expense of the Defaulting Party.
- i. **Reservation of Rights.** Nothing in this Section 11 limits either Purchaser's right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.
- ii. **Mitigation Obligation.** Regardless of whether this Agreement is terminated for a Default Event, the Non-Defaulting Party must make commercially reasonable efforts to mitigate its damages as the result of such Default Event; provided that such obligation shall not reduce Purchaser's obligation to pay the full Termination Payment set forth in Section 6 of Exhibit 1 following a Default Event by Purchaser.
- iii. **No Limitation on Payments.** Nothing in this Section 11 excuses a Party's obligation to make any payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to Purchaser but for a Purchaser breach or Default Event.

12. Representations and Warranties.

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:
- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy,

Division 3

Contract Forms

Section 1: Agreement Form

insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

- b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:

- i. **Licenses.** (a) Purchaser has title to or a leasehold or other valid property interest in the Premises such that Purchaser has the full right, power and authority to grant the Licenses in Section 7(a), (b) such grant of the Licenses does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises.
- ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser is bound.
- iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to (a) the Premises, (b) the Improvements on which the System is to be installed, if applicable, (c) Purchaser's planned use of the Premises and any applicable Improvements, and (d) Purchaser's estimated electricity requirements, is accurate in all material respects.

- c. **Seller's Warranties.**

- i. If Seller penetrates the roof of any Improvement on which the System is installed, during System installation or any System repair, Seller shall warrant roof damage it causes as a direct result of these roof penetrations. This roof warranty shall terminate upon the later of (a) one (1) year following the completion of the System installation or repair, as the case may be, and (b) the length of any then-effective installer warranty on the applicable roof.

Division 3

Contract Forms

Section 1: Agreement Form

- ii. If Seller damages any other part of the Premises or any Improvement (including roof damages not covered under Section 12(c)(i) above), Seller shall repair or reimburse Purchaser for such damage, as agreed by the Parties.

13. Insurance Coverage. At all times during the Term, the Parties shall maintain the following insurance, as applicable:

- i. Seller's Insurance. Seller shall maintain or ensure the following is maintained (a) property insurance on the System for the replacement cost thereof, (b) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (c) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
- ii. Purchaser's Insurance. Purchaser shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- iii. Policy Provisions. The Parties agrees to (i) give the other Party at least thirty (30) days (ten (10) days for non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.
- iv. Certificates. Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- v. Deductibles. Each Party shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement, in which case the breaching Party is responsible for payment of the non-breaching Party's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

Division 3

Contract Forms

Section 1: Agreement Form

14. Ownership; Option to Purchase.

a. Ownership of System.

- i. Ownership; Personal Property. Throughout the Term, Seller shall be the legal and beneficial owner of the System, and all RECs and Incentives, and the System will remain the personal property of Seller and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the System is installed. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.
- ii. Notice to Purchaser Lienholders. Purchaser shall use commercially reasonable efforts to place all parties having a Lien on the Premises or any Improvement on which the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder.
- iii. Fixture Disclaimer. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises are located. If Purchaser is not the fee owner, Purchaser shall obtain such consent from such owner. For the avoidance of doubt, in either circumstance Seller has the right to file such disclaimer.
- iv. SNDA. Upon request, Purchaser shall deliver to Seller a subordination and non-disturbance agreement in a form mutually acceptable to Seller and the provider of the subordination and non-disturbance agreement from the owner of the Premises (if the Premises are leased by Purchaser), any mortgagee with a Lien on the Premises, and other Persons holding a similar interest in the Premises.
- v. Eviction Notice. To the extent that Purchaser does not own the Premises or any Improvement on which the System is installed, Purchaser shall provide to Seller immediate written notice of receipt

Division 3

Contract Forms

Section 1: Agreement Form

of notice of eviction from the Premises or applicable Improvement or termination of Purchaser's lease of the Premises and/or Improvement.

b. Option to Purchase.

- i. Exercise of Option. At the end of the sixth (6th) and tenth (10th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the greater of the Fair Market Value of the System or the Termination Payment set forth in Section 6 of Exhibit 1 applicable as of the date of the transfer of title to the System. Purchaser shall notify Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be completed prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable.
- ii. Fair Market Value. The "**Fair Market Value**" of the System shall be determined by mutual agreement of the Parties; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after Purchaser has delivered to Seller a notice of its intent to purchase the System, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.
- iii. Title Transfer; Warranties; Manuals. Seller shall transfer good title to the System to Purchaser upon Seller's receipt of the purchase price and execution by the Parties of a written instrument or agreement to effect such transfer. The System will be sold "as is, where is, with all faults". Seller will assign to Purchaser any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or

Division 3

Contract Forms

Section 1: Agreement Form

implied, concerning the System (other than as to title). Seller shall also provide Purchaser all System operation and maintenance manuals and logs in Seller's possession and provide Purchaser basic training on the operation and maintenance of the System upon Purchaser's reasonable request. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Seller obligations that survive termination under Section 19(d), Seller will have no further liabilities or obligations hereunder for the System.

15. Indemnification and Limitations of Liability.

- a. **INDEMNIFICATION / HOLD HARMLESS.** With regard to the work to be performed by Seller, the Purchaser shall not be liable to Seller, or to anyone who may claim a right resulting from any relationship with Seller, for any act or omission of Seller, its employees, agents or participants in the performance of services conducted for or on behalf of the Purchaser. In addition, Seller agrees to indemnify and hold harmless the Purchaser, their officers, shareholders, employees, and agents from any and all claims, actions, (including, but not limited to, attorney's fees and court costs) arising out of or in connection with the services performed by Seller, including wrongful criminal acts of Seller, or Seller's employees, agents or representatives. Seller and all employees of Seller also agree to indemnify and hold harmless the City for any injuries sustained on the Purchaser's Premises, buildings, or facilities. Further, Seller's employees are not to be considered employees or contractors of the Purchaser for purposes of coverage by Workers Compensation Insurance. Finally, the Purchaser is to be named as an additional named insured on Seller's liability insurance policies.
- b. **Environmental Indemnification.**
 - i. **Seller Indemnity.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 15(c)(iv)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.
 - ii. **Purchaser Indemnity.** Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above,

Division 3

Contract Forms

Section 1: Agreement Form

below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.

- iii. Notice. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

16. Assignment and Financing.

a. Assignment.

- i. Subject to the remainder of this Section 17(a), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Purchaser may not withhold its consent to an assignment proposed by Seller where the proposed assignee has the financial capability and experience necessary to operate and maintain solar photovoltaic systems such as the System.
- ii. Successors and Permitted Assignees. This Agreement is binding on and inures to the benefit of successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Seller.

- b. Financing.** The Parties acknowledge that Seller may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each a "**Financing Party**") in connection with the

Division 3

Contract Forms

Section 1: Agreement Form

installation, construction, ownership, operation and maintenance of the System. In furtherance of Seller's financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Purchaser shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Seller or the Financing Parties; provided, that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement.

- c. **Termination Requires Consent**. Seller and Purchaser agree that any right of Seller to terminate this Agreement is subject to the prior written consent of any Financing Party.

17. Confidentiality

- a. **Confidential Information**. To the maximum extent permitted by applicable law, if either Party provides confidential information ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).
- b. **Permitted Disclosures**. Notwithstanding Section 18(a):
- i. A Party may provide such Confidential Information to its affiliates and to its and its affiliates' respective officers, directors, members, managers, employees, agents, contractors, consultants and Financing Parties (collectively, "Representatives"), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information.
 - ii. Confidential Information does not include any information that (a) becomes publicly available other than through breach of this

Division 3

Contract Forms

Section 1: Agreement Form

Agreement, (b) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, including but not limited to the Georgia Open Records Act (c) is independently developed by the receiving Party, or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party's efforts to limit the disclosure to the extent permitted by applicable law.

- c. **Miscellaneous**. All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party's option) after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Section 18 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 18. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 18, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.
- d. **Goodwill and Publicity**. Neither Party may (a) make any press release or public announcement of the specific terms of this Agreement or the use of solar or renewable energy involving this Agreement (except for filings or other statements or releases as may be required by applicable law), or (b) use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the System and its use, and each Party may promptly review, comment upon and approve any publicity materials, press releases or other public statements before they are made.

Division 3

Contract Forms

Section 1: Agreement Form

Notwithstanding the above, Seller is entitled to place signage on the Premises reflecting its association with the System.

18. Specific Provisions For Facilities Sites

- a. Seller shall install facilities at three (3) locations or “sites” owned and operated by the Purchaser. Those sites are specifically described in Appendix “A” of the Purchasers Request for Proposal, and more generally described for purposes of this Agreement as follows:

Site 1: WB Casey Water Reclamation Plant, 688 Flint River Road, Jonesboro, GA 30236 (southern end of the property) (hereinafter “Site 1”).

Site 2: Terry Hick Water Production Plant, 1693 Freeman Road, Jonesboro, GA 30236 (hereinafter “Site 2”).

Site 3: CCWA Headquarters Building, 1600 Battle Creek, Morrow, GA 30260 (hereinafter “Site 3”).

As to each of these sites, there are specific provisions and terms that the Parties hereby agree to, and are described in detail in this section. The following specific provisions and terms are described in relation to the applicable sites.

- b. Specific Terms for Site 1: In addition to the general terms of this agreement, Purchaser agrees to provide lawn service to mow grassy areas around and in between Seller’s facilities installed on the premises. Purchaser shall also provide access to facility during business hours and upon reasonable notice by Seller for Seller to perform necessary maintenance of the facilities. Finally, Seller warrants that installation of the facilities at Site 1 shall also be in accordance with current standards and trade practices by Seller’s agents, employees, or contractors.
- c. Specific Terms for Site 2: Installation of facilities at Site 2 by Seller will involve facilities being installed on the roof of Site 2. In addition to the general indemnity provided in this Agreement above, Seller agrees to indemnify and hold harmless Purchaser for any injuries sustained to any person, whether employed by Seller, Purchaser, or a private citizen, such injuries being caused either directly or indirect of actions or omissions of Seller’s officers, employees, contractors, or agents during the installation or maintenance of the facilities at Site 2. Further, Seller shall replace or repair any damages to Purchaser’s property, structures, or buildings that occur from the installation, continued placement and presence, or removal of the Seller’s facilities. Additionally, the roof for Site 2 has been

Division 3

Contract Forms

Section 1: Agreement Form

recently repaired. Said roof will need to be replaced at a time to be determined at a later date; however, such time and date shall be subsequent to the Effective Date of this Agreement. Seller agrees that it shall, upon reasonable notice of no less than 30 days, uninstall all facilities and equipment from the roof to accommodate the roof's replacement, and shall reinstall such facilities and equipment upon a new roof being constructed. Seller shall perform such tasks at its sole cost and expense. Finally, Seller warrants that installation of the facilities on the roof of Site 2 shall also be in accordance with current standards and trade practices by Seller's agents, employees, or contractors.

- d. Specific Terms for Site 3: Installation of facilities at Site 3 by Seller will involve the construction of a canopy over the parking lots adjacent to the Purchaser's headquarters building. Seller shall construct the canopy and install Seller's facilities being installed on the roof of the canopy. In addition to the general indemnity provided in this Agreement above, Seller agrees to indemnify and hold harmless Purchaser for any injuries sustained to any person, whether employed by Seller, Purchaser, or a private citizen, or damage to any property, such injuries or damages being caused either directly or indirect of actions or omissions of Seller's officers, employees, contractors, or agents during construction of the canopy, or the installation or maintenance of the facilities on the canopy to be located at Site 3. Further, Seller shall indemnify and hold harmless Purchaser from any damages to property, including vehicles, should such damage be caused by the structural failure of the canopy; including such structural failures which are in turn caused by Seller's facilities installed on the canopy. Further, Seller shall replace or repair any damage to Purchaser's property, structures, or buildings that occurs from the installation, continued placement and presence, or removal of the Seller's facilities from Site 3. Finally, Seller warrants the canopy shall be constructed according to current standards and construction practices by Seller's agents, employees, or contractors, and that installation of the facilities on the canopy shall also be in accordance with current standards and trade practices by Seller's agents, employees, or contractors.

19. General Provisions

- a. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection

Division 3

Contract Forms

Section 1: Agreement Form

of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time, and (iv) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, “dollar” and the “\$” sign refer to United States dollars.

- b. Choice of Law; Dispute Resolution.** The laws of the state of Georgia governs all matters arising out of this Agreement without giving effect to conflict of laws principles. If the Parties agree in writing, a mediator may be consulted prior to initiating any law suit or other litigation to resolve disputes under this Agreement. The prevailing Party in any dispute arising out of this Agreement is entitled to reasonable attorneys’ fees and costs.
- c. Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing.
- d. Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation provisions related to billing and payment and indemnification, will survive termination of this Agreement.
- e. Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

Division 3

Contract Forms

Section 1: Agreement Form

- g. Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by the Seller of its facilities or equipment to the public or any part thereof.
- h. Service Contract.** The Parties intend this Agreement to be a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- i. No Partnership.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
- j. Entire Agreement, Modification, Invalidity, Captions.** This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.
- k. Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- l. No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Seller or Purchaser, and do not imply or create any rights on the part of, or obligations to, any other Person.
- m. Counterparts.** This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement.

Division 3

Contract Forms

Section 1: Agreement Form

- n. **Headings**. The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.
- o. **Severability**. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

End of Exhibit 3

Division 3

Contract Forms

Section 1: Agreement Form

Exhibit 4

Performance Guaranty

In consideration for Purchaser’s entering into the Solar Power Purchase Agreement between [] (“Seller”) and Purchaser related to the System at the Premises (the “PPA”), this Performance Guaranty (this “**Guaranty**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Guarantor below (the “**Effective Date**”).

Purchaser:		Guarantor:	
Name and Address		Name and Address	
Phone		Phone	
E-mail		E-mail	
Project Name			

This Guaranty sets forth the terms and conditions of a guaranty provided by Guarantor in conjunction with the PPA. Capitalized terms not otherwise defined herein have the meanings given such terms in the PPA. The term of this Guaranty will be concurrent with the term of the PPA; except that it will not exceed the Initial Term. This Guaranty will be updated by Guarantor to reflect the as-built specifications of the System.

1. **Guaranty.** Guarantor guarantees that during the term of the PPA the System will generate not less than [] (___%) of the projected generation of the System as set forth in **Table 1.A** below; provided that the **Table 1.A** values are subject to downward adjustment for weather conditions (such adjusted figure, the “**Guaranteed kWh**”).
 - A. Guarantor will use local weather data to determine the System’s Guaranteed kWh, based on the following methods if available and in descending order of preference: (i) satellite data provided by a third-party vendor of Seller; or (ii) available data from a locally installed weather station at the Premises owned and properly maintained by Purchaser.

Division 3

Contract Forms

Section 1: Agreement Form

Table 1.A, projected production values assuming average weather conditions:

Contract Year	Pre-Adjustment Annual KWh (___% of projected generation)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	

- B. If at the end of each successive Contract Year the AC electricity produced by the System as measured and recorded by Seller (the “**Actual kWh**”) is **less** than the Guaranteed kWh for that Contract Year, then Guarantor shall pay Purchaser an amount equal to (i) the difference between the Guaranteed kWh and the Actual kWh, multiplied by (ii) the Performance Guarantee Payment Rate (as defined in Section 1(D)), in each case with respect to the affected Contract Year.

Division 3

Contract Forms

Section 1: Agreement Form

- C. If a payment of greater than fifty dollars (\$50) is due under Section 1(B), (i) Guarantor will deliver a statement to Purchaser detailing the Guaranteed kWh and the calculation of the payment due; and (ii) the payment shall be due within ninety (90) days after the end of the Contract Year. If no payment is due, then no statement or payment will be issued.
- D. **“Performance Guarantee Payment Rate”** means the dollar value per kWh set forth in **Table 1.D** below:

Contract Year	Performance Guarantee Payment Rate
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	

Division 3

Contract Forms

Section 1: Agreement Form

2. **Exclusions.** The Guaranty set forth in Section 1 does not apply to the extent of any reduced generation from the System due to the following (including the downtime required for repair, replacement or correction):
- A. A Force Majeure Event, which includes (i) destruction or damage to the System or its ability to safely produce electricity not caused by Seller or its approved service providers while servicing the System (e.g., vandalism); (ii) a power or voltage surge caused by someone other than Seller, including a grid supply voltage outside of the standard range specified by the utility; and (iii) theft of the System; and (iv) curtailment or reduction of energy production required by the utility or grid operator.
 - B. Purchaser’s failure to perform, or breach of, Purchaser’s obligations under the PPA.
3. **Incorporation of PPA Provisions.** Section 5(d) (Force Majeure), Section 16 (Assignment and Financing) and Section 19 (General Provisions) of **Exhibit 3** of the PPA and any Sections referenced therein are incorporated into this Guaranty as if any reference therein to “Agreement” were to this Guaranty and any reference to “Parties” were to the Parties to this Guaranty.

Guarantor [Guarantor Name]

Purchaser [Purchaser Name]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

END OF SECTION

Division 3

Contract Forms

Section 2: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

Personally appeared before the undersigned officer duly authorized by law to administer oaths

who, after being first duly sworn, depose and say that they are all the officers, agents, persons or employees who have acted for or represented

_____, and that said

in proposing or procuring the Contract with the Clayton County Water Authority on the following project: **Solar Energy Purchase Agreement (SEPA) Proposals**

has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a proposal therefore, or induced or attempted to induce another to withdraw a bid for said work.

ATTEST:

	By: _____
	Bidder
By: _____	By: _____
Name	Name
Title: _____	Title: _____

Sworn to and subscribed before me this _____ day of _____, 20 _____

Notary Public: _____ My Commission expires: _____

END OF SECTION

Appendix A

Site 1

WB Casey Water Reclamation Facility Site Specifics

Site Name:	WB Casey Water Reclamation Facility (WRF)
Site Address:	688 Flint River Road, Jonesboro, GA 30236 (southern end of the property)
Power Provider:	Georgia Power
Annual kWh Demand:	14,288,899 kWh (10/1/2016 – 9/30/2017)
Georgia Power Tariff:	Multiple Load Management-Industrial (https://www.georgiapower.com/docs/rates-schedules/large-business/5.30_MLM.pdf) Primary Distribution
Interconnection Voltage:	480 Volt 3 phase – See attached one-line electrical drawing
Area Size:	~10 acres. Additional area may be cleared in a north and west direction. Area should not be expanded south or east toward the adjacent residential neighbors. Proposed site is the site of the former WRF. Site preparation costs should include any required geotechnical survey.
Solar Array Layout	Ground mounted (fixed or single-axis trackers)
Preferred Energy Offset:	~ 25%
Projected Array Size	2.4 MW _{DC}

WB Casey Water Reclamation Facility Billing Specifics

	Peak Demand (kW)	kWh Demand	On-Peak kWh	Shoulder kWh	Off-Peak kWh	Total Bill	Cost per kWh
Dec-16	1,946	1,172,804			1,172,804	\$ 78,880.02	\$ 0.0673
Jan-17	2,449	1,310,860			1,310,860	\$ 87,851.79	\$ 0.0670
Feb-17	1,912	1,108,188			1,108,188	\$ 75,289.47	\$ 0.0679
Mar-17	1,916	1,235,572			1,235,572	\$ 80,925.13	\$ 0.0655
Apr-17	2,076	1,201,997			1,201,997	\$ 80,040.87	\$ 0.0666
May-17	1,985	1,264,690			1,264,690	\$ 82,812.04	\$ 0.0655
Jun-17	2,214	1,232,928	195,843	156,306	880,779	\$ 106,498.39	\$ 0.0864
Jul-17	2,024	1,224,615	165,484	134,233	924,898	\$ 97,157.38	\$ 0.0793
Aug-17	1,981	1,187,343	184,985	146,953	855,405	\$ 96,415.05	\$ 0.0812
Sep-17	2,279	1,112,673	152,078	123,013	837,582	\$ 97,688.94	\$ 0.0878
Oct-17	1,832	1,127,983	152,078	123,013	837,582	\$ 75,826.24	\$ 0.0672
Nov-17	2,011	1,189,845	152,078	123,013	837,582	\$ 78,615.28	\$ 0.0661
		14,369,498				\$ 1,038,000.60	

Appendix A

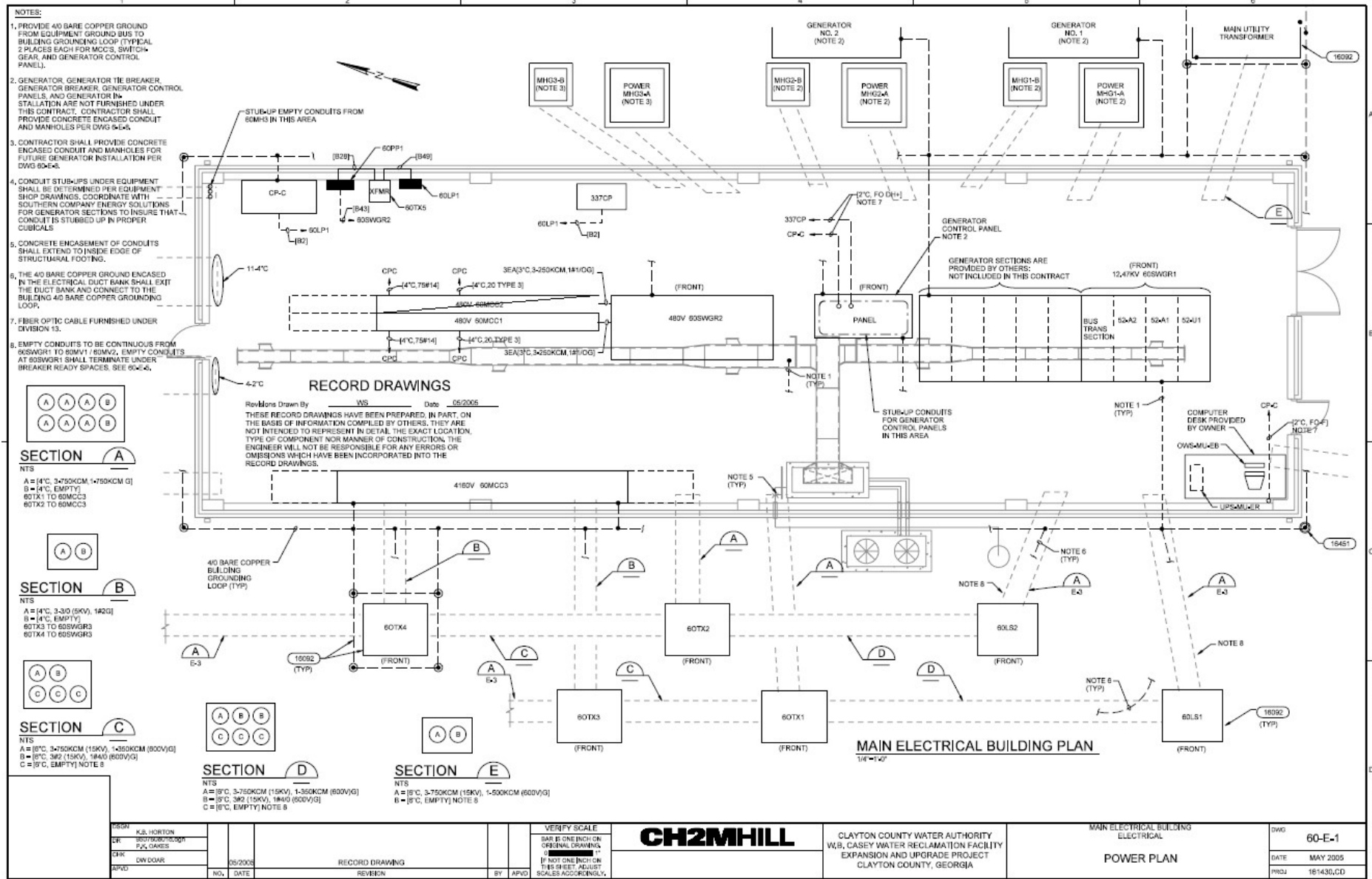
WB Casey Water Reclamation Facility Conceptual Solar Layout



Conceptual Solar Layout only.

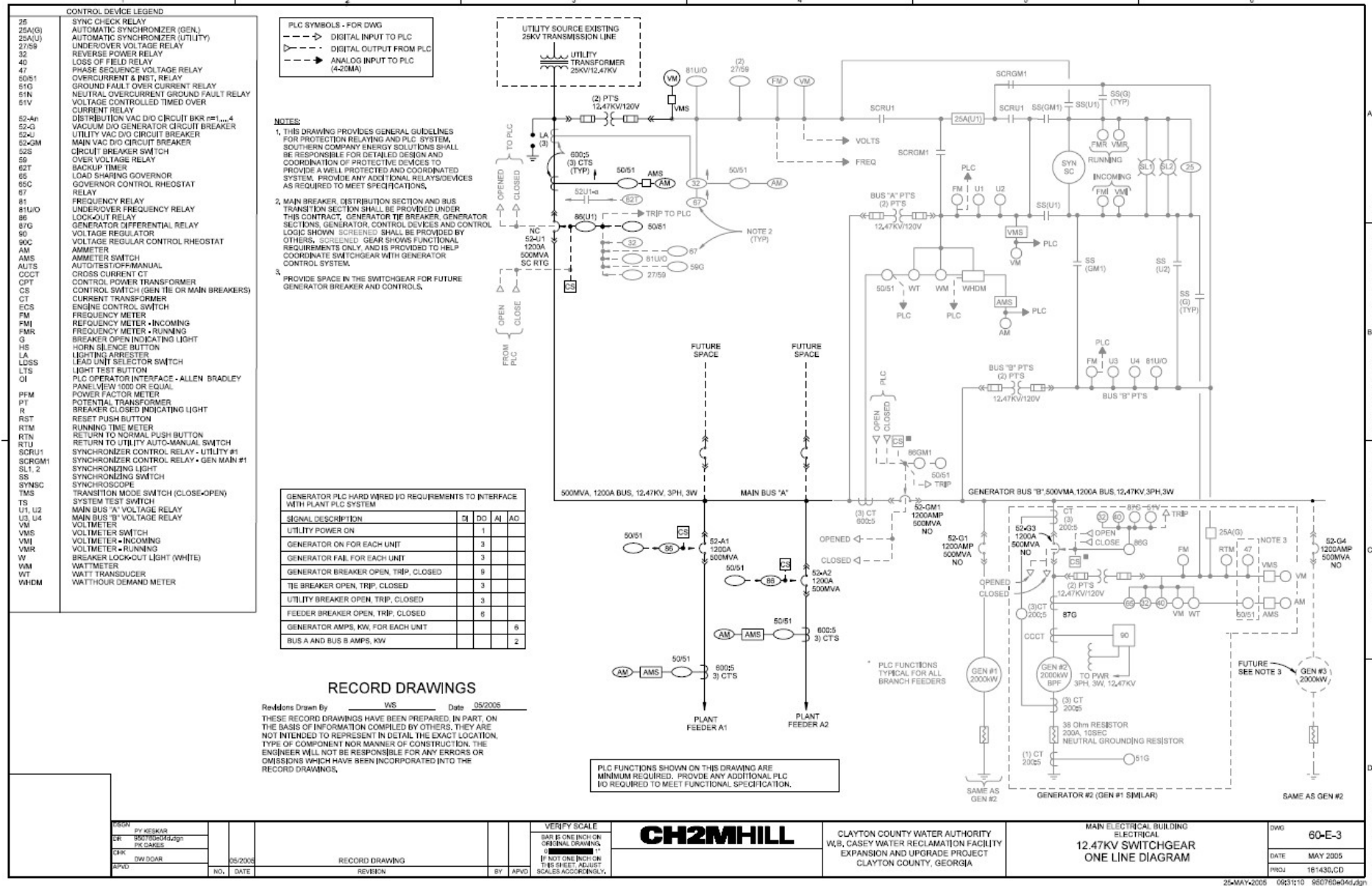
Solar layout should be designed to maximize the kWh output. Additional area may be cleared in a north and west direction. A buffer should be maintained to the south and east between the solar array and the residential neighborhoods.

Appendix A



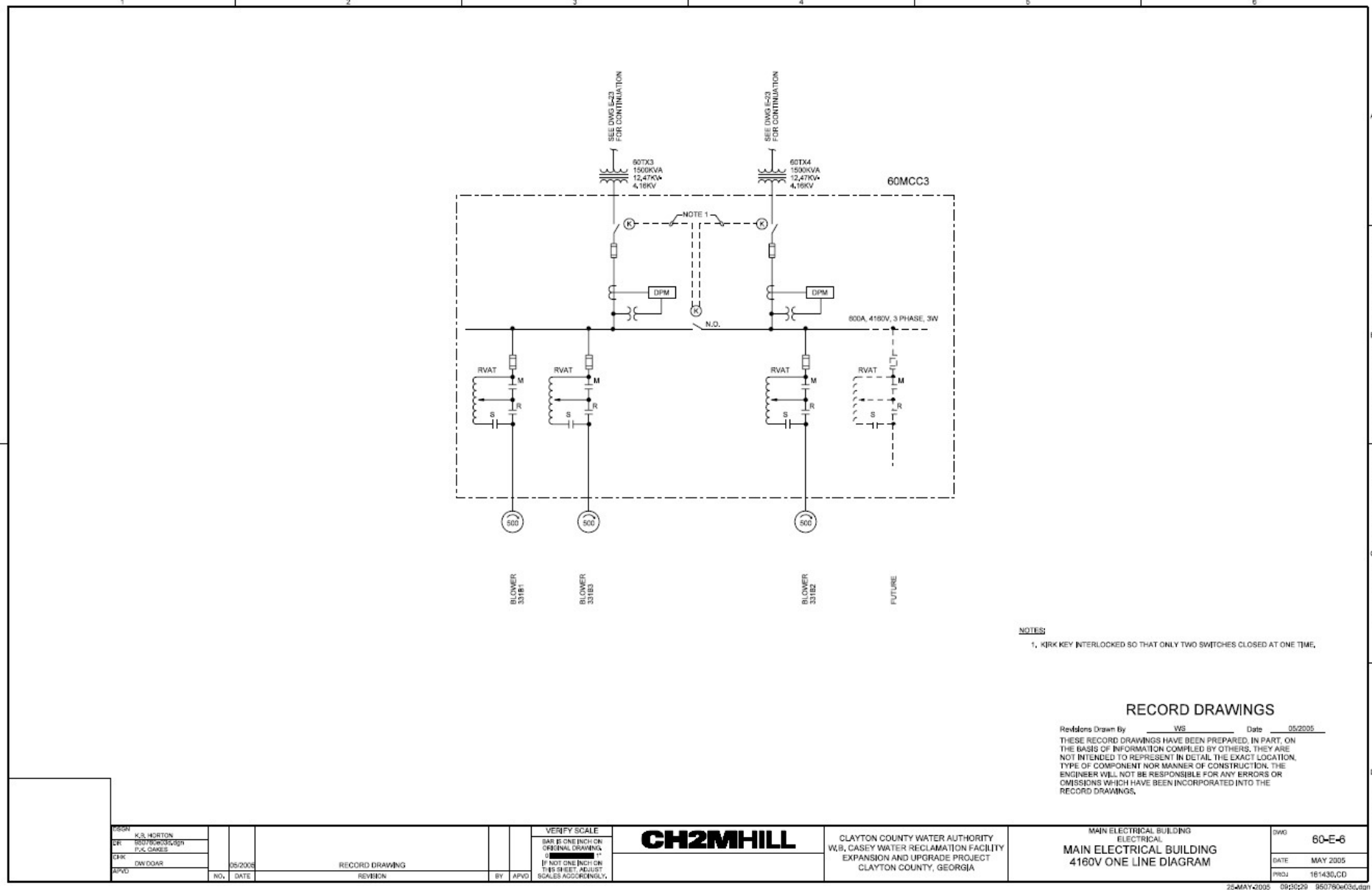
REUSE OF DOCUMENTS: THE DESIGN AND THE ORIGINAL DESIGNER'S RESPONSIBILITY AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS THE PROPERTY OF CH2MHILL. THIS DOCUMENT IS NOT TO BE REPRODUCED, COPIED, OR OTHERWISE TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF CH2MHILL.

Appendix A



CH2M HILL
 THIS DOCUMENT AND THE DESIGN AND DESIGN INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL.
 REUSE OF DOCUMENTS:
 RECORD DRAWING

Appendix A



RECORD DRAWINGS

Revisions Drawn by WS Date 05/2005
 THESE RECORD DRAWINGS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED BY OTHERS. THEY ARE NOT INTENDED TO REPRESENT IN DETAIL THE EXACT LOCATION, TYPE OF COMPONENT NOR MANNER OF CONSTRUCTION. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THE RECORD DRAWINGS.

DESIGN	K.S. HORTON	NO.		DATE	05/2005	REVISION		BY	APVD
CHK	ROD WOODRUFF								
APPV	DM DOAR								

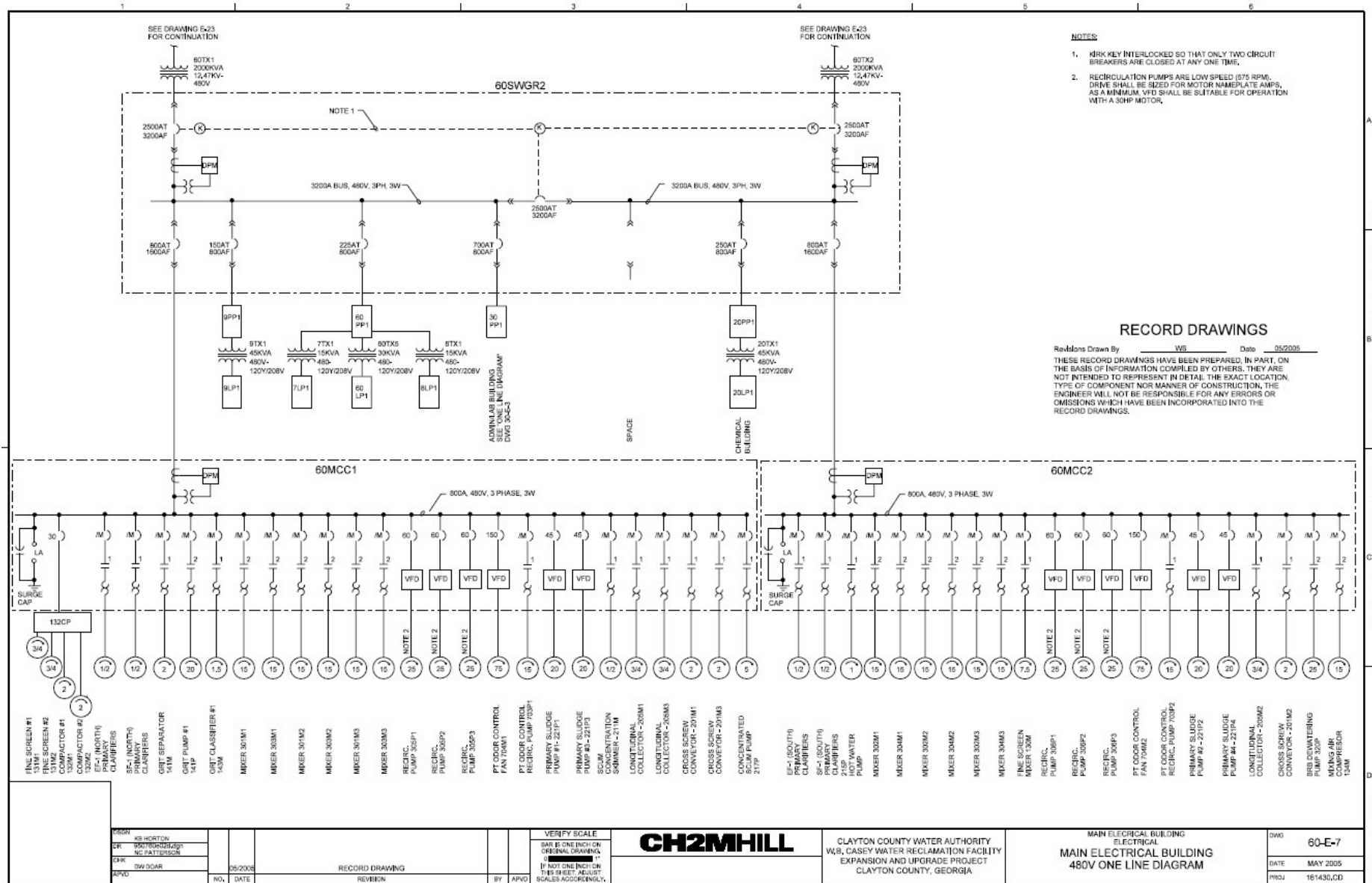


CLAYTON COUNTY WATER AUTHORITY
 W.B. CASEY WATER RECLAMATION FACILITY
 EXPANSION AND UPGRADE PROJECT
 CLAYTON COUNTY, GEORGIA

MAIN ELECTRICAL BUILDING
 ELECTRICAL
 MAIN ELECTRICAL BUILDING
 4160V ONE LINE DIAGRAM

DWG	60-E-6
DATE	MAY 2005
PROJ	161430.CD

Appendix A



Appendix A

Site 2 Terry R. Hicks Water Production Plant Site Specifics

Site Name:	Terry Hicks Water Production Plant
Site Address:	1693 Freeman Road, Jonesboro, GA 30236
Power Provider:	Georgia Power
Annual kWh Demand:	1,947,000 kWh (10/4/2016 – 10/4/2017)
Georgia Power Tariff:	Power and Light Medium-Industrial (https://www.georgiapower.com/docs/rates-schedules/medium-business/4.00_PLM.pdf)
Interconnection Voltage:	480 Volt 3 phase
Solar Array Layout	Roof mounted
Preferred Energy Offset:	~ 25%
Projected Array Size	~ 350 kW _{DC}
Roof Type	Standing seam metal roof

Terry R. Hicks Water Production Plant Billing Specifics

	Peak Demand (kW)	kWh Demand	Total Bill	Cost per kWh
Dec-16	412.5	231,750	\$ 15,154.58	\$ 0.0654
Jan-17	427.5	232,500	\$ 15,180.11	\$ 0.0653
Feb-17	412.5	201,000	\$ 14,107.58	\$ 0.0702
Mar-17	375.0	183,750	\$ 13,502.14	\$ 0.0735
Apr-17	277.5	138,750	\$ 11,907.50	\$ 0.0858
May-17	255.0	131,250	\$ 11,969.78	\$ 0.0912
Jun-17	240.0	119,250	\$ 11,472.63	\$ 0.0962
Jul-17	247.5	114,750	\$ 11,286.12	\$ 0.0984
Aug-17	247.5	133,500	\$ 10,592.70	\$ 0.0793
Sep-17	240.0	111,750	\$ 9,488.29	\$ 0.0849
Oct-17	262.5	121,500	\$ 10,000.79	\$ 0.0823
Nov-17	345.0	186,000	\$ 12,075.30	\$ 0.0649
		1,905,750	\$ 146,737.52	

Appendix A

Terry R. Hicks/ Water Production Plant Conceptual Solar Layout



Conceptual Solar Layout shown as 328 kW_{DC}. 161 kW_{DC} – West. 167 kW_{DC} – East.

This is a conceptual drawing. Roof array should be designed to produce the maximum solar energy output possible.

Appendix A

Site 3

CCWA Headquarters Site Specifics

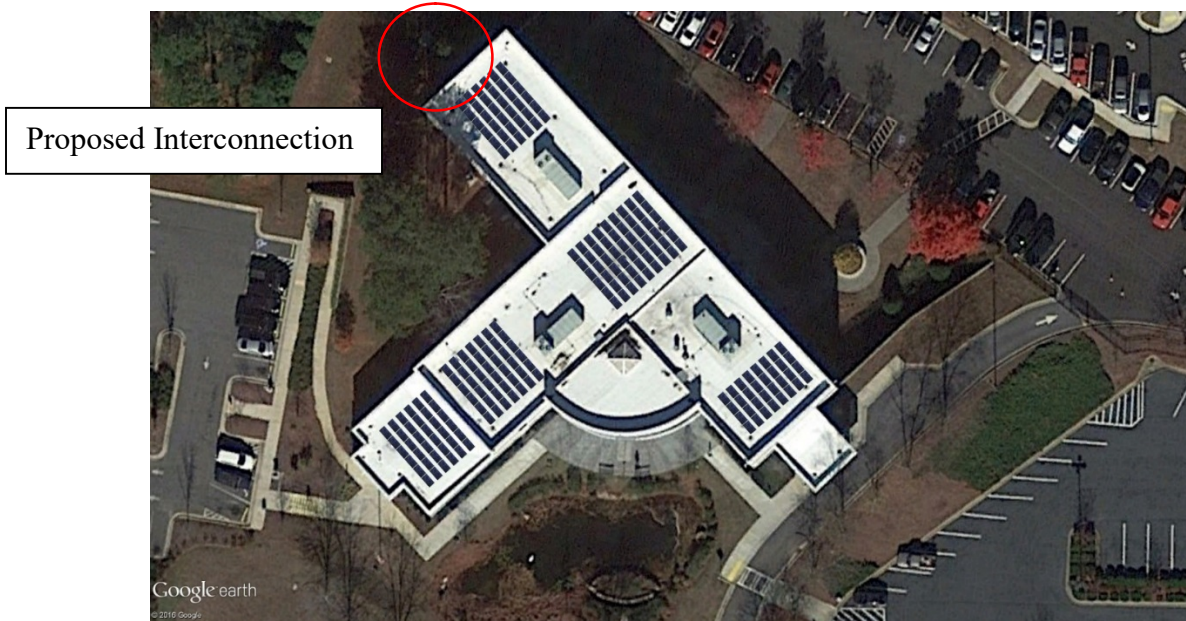
Site Name:	CCWA Headquarters Building
Site Address:	1600 Battle Creek, Morrow, GA 30260
Power Provider:	Georgia Power
Annual kWh Demand:	879,040 kWh (10/11/2016 – 10/11/2017)
Georgia Power Tariff:	Power and Light Medium-Commercial (https://www.georgiapower.com/docs/rates-schedules/medium-business/4.00_PLM.pdf)
Interconnection Voltage:	480 Volt 3 phase
Solar Array Layout:	Roof mounted on building Car Canopy for parking area (parking canopies should be designed such that support posts are located in the parking median and not in the parking space)
Preferred Energy Offset:	~ 25% - 30%
Projected Array Size:	Building ~ 54 kW _{DC} Car Canopy ~ 119 kW _{DC}
Roof Type:	Flat roof

CCWA Headquarters Billing Specifics

	Peak Demand (kW)	kWh Demand	Total Bill	Cost per kWh
Nov-16	144.8	61,920	\$ 6,459.59	\$ 0.1043
Dec-16	132.8	65,760	\$ 6,368.58	\$ 0.0968
Jan-17	132.0	65,760	\$ 6,519.21	\$ 0.0991
Feb-17	137.6	62,640	\$ 6,396.82	\$ 0.1021
Mar-17	147.2	65,520	\$ 6,509.79	\$ 0.0994
Apr-17	161.6	75,040	\$ 6,883.25	\$ 0.0917
May-17	167.2	81,280	\$ 7,310.86	\$ 0.0899
Jun-17	176.0	81,520	\$ 7,320.01	\$ 0.0898
Jul-17	176.0	90,320	\$ 7,382.62	\$ 0.0817
Aug-17	180.8	81,200	\$ 7,136.68	\$ 0.0879
Sep-17	179.2	81,200	\$ 6,747.69	\$ 0.0831
Oct-17	150.4	67,760	\$ 6,264.85	\$ 0.0925
		879,920	\$ 81,299.95	

Appendix A

CCWA Headquarters Conceptual Site Layout



Conceptual Solar Layout shown as 54 kW_{DC}

This is a conceptual drawing. Roof array should be designed to produce the maximum solar energy output possible.



Conceptual Solar Layout shown as 119 kW_{DC}

This is a conceptual drawing. Parking canopy should be designed to produce the maximum solar energy output possible.

Appendix B

Moody's Rating

U.S. PUBLIC FINANCE

MOODY'S
INVESTORS SERVICE

ISSUER COMMENT

28 July 2017

RATING

Revenue ¹

Aa2 No Outlook

Contacts

Susanne Siebel 212-553-1809
Associate Analyst
susanne.siebel@moodys.com

Gregory W. Lipitz 212-553-7782
VP-Sr Credit Officer/
Manager
gregory.lipitz@moodys.com

Clayton County

Annual Comment on Clayton County Water

Issuer Profile

Clayton County Water provides water and wastewater service to Clayton County, Georgia, which has a population of 267,234 and a moderate population density of 142 people per square mile. The county's median family income is \$45,702 (4th quartile) and the May 2017 unemployment rate was 5.9% (4th quartile) ². The Authority draws its raw water from the Little Cotton Indian Creek, Pates Creek, Shoal Creek, and Flint River, treats it at its three plants, and distributes to customers via a series of pipes. The Sewer Collection System collects wastewater in its sewer lines, and conveys to its plants for treatment.

Credit Overview

Clayton County Water has a strong credit position, and its Aa2 rating is on par with the median rating of Aa2 for water and wastewater systems nationwide. The notable credit factors include a large system size, an exceptionally low debt profile, healthy debt service coverage and strong liquidity. However, the system's service area has below-average income levels.

System Characteristics: The system profile of Clayton County Water is satisfactory overall but is slightly unfavorable relative to the assigned rating of Aa2. The system size, measured as operating and maintenance expenses (\$50.6 million), is favorably greater than the US median. In contrast, the median family income is just 69.2% of the US level.

Financial Strength: Overall, the financial position of Clayton County Water is strong and is favorable in relation to its Aa2 rating. The debt to operating revenues (1.1x) is excellent and better than the US median. Furthermore, the coverage of the annual debt service by net revenues (2.3x) is strong and higher than other Moody's-rated water and wastewater systems nationwide. However, the days cash on hand (167 days) is solid but below the US median. Positively, all three financial metrics have improved annually over the past five years.

Legal Provisions: Legal provisions are adequate for this sector, which typically include a rate covenant requiring a minimum of 1.0x coverage of debt service.

Sector Trends - Georgia Water and Sewer

Municipal utility systems in Georgia tend to be of average age, and will require ongoing investment to maintain the efficiency of their systems. Financial metrics are generally solid but are below the national medians. Median debt service coverage (2.0 times) is in line with the national median while median liquidity of 294 days cash on hand is below the US median of 420 days. However, this metric is of Aaa-caliber credit quality. Utilities have manageable median debt to operating revenues (2.5 times). Water supply is generally no longer a credit

Appendix B

Moody's Rating

MOODY'S INVESTORS SERVICE

U.S. PUBLIC FINANCE

challenge in Georgia, following the Water Wars in the 2000s. Utilities have unlimited rate-setting autonomy, which supports stability in finances.

EXHIBIT 1

Key Indicators 3.4 Clayton County Water

Credit Metrics	2012	2013	2014	2015	2016	US Median	Credit Trend
Annual Debt Service Coverage (x)	1.41x	1.89x	1.99x	2.15x	2.34x	2.00x	Improved
Days Cash on Hand (Days)	68	91	120	145	167	380	Improved
Debt to Operating Revenues (x)	2.3x	2.2x	1.9x	1.6x	1.1x	2.3x	Improved
Median Family Income (% of US Median)	73%	70%	69%	69%	69%	92%	Stable
Remaining Useful Life of Capital Assets (Years)	26	22	27	26	27	27	Stable

Debt and Financial Data (\$000s)	2012	2013	2014	2015	2016	US Median
Net Funded Debt	\$183,994	\$181,231	\$166,564	\$150,184	\$104,261	\$50,016
Total Revenues	\$81,536	\$83,921	\$89,223	\$95,356	\$97,462	\$26,113
Operating and Maintenance Expenses	\$50,102	\$45,433	\$48,203	\$50,508	\$50,560	\$15,219
Net Revenues	\$31,434	\$38,488	\$41,020	\$44,847	\$46,902	\$11,082
Debt Service	\$22,225	\$20,334	\$20,602	\$20,902	\$20,017	\$3,889

Governance/Legal Provisions	Score
Rate Management	Aa
Regulatory Compliance and Capital Planning	Aa
Rate Covenant	A
Debt Service Reserve Requirement	Aa

Source: Moody's Investors Service

EXHIBIT 2

Days cash on hand has increased from 2012 to 2016



Source: Moody's Investors Service

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moodys.com for the most updated credit rating action information and rating history.

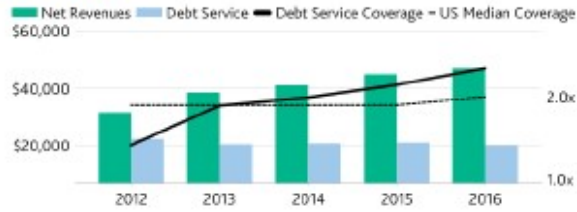
Appendix B

Moody's Rating

MOODY'S INVESTORS SERVICE

U.S. PUBLIC FINANCE

EXHIBIT 3
Debt service coverage increased from 2012 to 2016



Source: Moody's Investors Service

EXHIBIT 4
Debt to operating revenues decreased from 2012 to 2016



Source: Moody's Investors Service

Appendix B

Moody's Rating

MOODY'S INVESTORS SERVICE

U.S. PUBLIC FINANCE

Endnotes

- 1 The rating referenced in this report is the rating of the senior most lien on the relevant pledged revenues. Some utilities have bonds separately secured by distinct revenue sources. For these utilities, the rating referenced in this report is the senior most rating only on the relevant revenue pledge (e.g., water); the utility could have a higher rating on a different type of revenue bond (e.g., sewer).
- 2 The demographic data presented, including population, population density, per capita personal income and unemployment rate are derived from the most recently available US government databases. Population, population density and per capita personal income come from the American Community Survey while the unemployment rate comes from the Bureau of Labor Statistics.

The largest industry sectors are derived from the Bureau of Economic Analysis. Moody's allocated the per capita personal income data and unemployment data for all counties in the US census into quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile.
- 3 Moody's calculations of various statistics can be different than calculations reported in audited financial statements or offering documents. Moody's makes standard adjustments to reported financial data, to facilitate comparisons across issuers. For definitions of the metrics in the Key Indicators Table, see our [US Municipal Utility Revenue Debt](#) methodology.
- 4 The medians come from our most recently published report, [Medians – Solid Operating Performance Exemplifies Stable Sector](#).

Appendix B

Moody's Rating

MOODY'S INVESTORS SERVICE

U.S. PUBLIC FINANCE

© 2017 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved. CREDIT RATINGS ISSUED BY MOODY'S INVESTORS SERVICE, INC. AND ITS RATINGS AFFILIATES ("MIS") ARE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND MOODY'S PUBLICATIONS MAY INCLUDE MOODY'S CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL, FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS AND MOODY'S OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. CREDIT RATINGS AND MOODY'S PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. NEITHER CREDIT RATINGS NOR MOODY'S PUBLICATIONS COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS AND PUBLISHES MOODY'S PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS AND MOODY'S PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS OR MOODY'S PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER. ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing the Moody's publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH RATING OR OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any rating, agreed to pay to Moody's Investors Service, Inc. for appraisal and rating services rendered by it fees ranging from \$1,500 to approximately \$2,500,000. MCO and MIS also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at www.moody.com under the heading "Investor Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761C of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761C of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors. It would be reckless and inappropriate for retail investors to use MOODY'S credit ratings or publications when making an investment decision. If in doubt you should contact your financial or other professional adviser.

Additional terms for Japan only: Moody's Japan K.K. ("MJJK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan C.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJJK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJJK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJJK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJJK or MSFJ (as applicable) have, prior to assignment of any rating, agreed to pay to MJJK or MSFJ (as applicable) for appraisal and rating services rendered by it fees ranging from JPY200,000 to approximately JPY350,000,000.

MJJK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

REPORT NUMBER 1080247