

AGREEMENT  
C-PACE PROGRAM ADMINISTRATION

THIS AGREEMENT ("Agreement") is made and entered into by the City of North Las Vegas, Nevada, a municipal corporation and political subdivision of the State of Nevada ("CITY"), and Sustainable Real Estate Solutions, Inc., a Delaware corporation ("CONTRACTOR") for the administration for a Commercial Property Assessed Clean Energy Finance Program ("C-PACE Program").

**RECITALS**

WHEREAS, the CONTRACTOR and the City of Las Vegas, Nevada, (herein "Originating Government Entity") have entered into a contract dated January 31, 2019, a copy of which is attached hereto as Exhibit A (collectively the "Original Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the contracting vendor; and WHEREAS, the CITY requires the administration for a C-PACE Program; and

WHEREAS, the CITY and CONTRACTOR desire to enter into a Contract between themselves using the terms, conditions and specifications of the Original Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, for the mutual promises contained in this Agreement the parties agree as follows:

**SECTION 1. AMENDMENTS AND REAFFIRMATION TO ORIGINAL CONTRACT**

Except for the terms specifically set forth below, the CITY and CONTRACTOR agree to use the Original Contract so as that the CITY may retain CONTRACTOR for providing administration for a C-PACE Program ("Services") under the same terms and provisions as the Original Contract.

Unless the content indicates otherwise, references in the Original Contract and Attachments to the Originating Government Entity shall be understood and interpreted to refer to the CITY for purposes of this Agreement.

Wherever the terms "City of Las Vegas," or "City," appear in the Original Contract and Attachments, the parties deem such terms to mean the "City of North Las Vegas."

As required pursuant to NRS 332.195, the CONTRACTOR hereby authorizes and consents to the CITY using the terms, conditions and covenants of the Original Contract as the basis for this Agreement, and the CITY hereby agrees, in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Original Contract to the extent that the same are incorporated herein as a part of this contract.

Section D-4 is amended as follows:

Deliverable	Task	Due By
D-1	Project Kickoff Meeting	10/7/2022
D-2	Program Guide	10/31/2022
D-3	Application Forms (project, capital provider, contractor)	10/31/2022
D-4	Legal Documents (Assessment Agreement, Notice of Assessment and Assessment Lien, Assignment of Assessment and Assessment Lien)	10/31/2022
D-5	Program Website (expansion of existing Las Vegas C-PACE website to include North Las Vegas)	11/30/2022
D-6	List of Qualified Capital Providers	Recurring: Posted on program website upon approval
D-7	List of Qualified Service Companies	Recurring: Posted on program website upon approval
D-8	Project Pipeline Reporting	Recurring: Submitted quarterly or on-demand
D-9	Program Progress Reporting	Recurring: Submitted quarterly or on-demand

The CITY reserves its right to terminate this Agreement and its use of the Original Contract for any reason whatsoever, and such termination shall be effective ten (10) days after written notice is provided to the CONTRACTOR. The CITY's exercise of its right to terminate herein shall have no effect on the Original Contract between the CONTRACTOR and the Originating Government Entity.

Any change or modification to the Original Contract between the CONTRACTOR and the Originating Government Entity shall be applicable to the CITY if so agreed to in writing by the CITY.

Any notice or other communication given in connection with this Agreement shall be made in writing and either delivered in person or via United States Postal Service to the following address:

CITY: City of North Las Vegas  
Public Works  
Attention: \_\_\_\_\_  
2250 Las Vegas Boulevard North  
N. Las Vegas, Nevada 89030

This Agreement may be executed in counterparts. All such counterparts will constitute execution of this Agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

## **SECTION 2.           COMPENSATION**

No payments will be made to the CONTRACTOR by the CITY. A one-time program administration fee, equal to 2.5 percent of the project finance amount, not to exceed Seventy Five Thousand Dollars (\$75,000.00) per project will be paid to the CONTRACTOR by DEVELOPER, with a flat fee of Seven Hundred Fifty Dollars (\$750.00) remitted to the CITY by the CONTRACTOR for each project to be included in each financed project. This fee is collected by the capital provider at finance closing and remitted to the program administrator within 10 days of closing.

## **SECTION 3.           TIME OF PERFORMANCE**

The term of this Contract shall be upon City Council approval through December 31, 2024. The CITY reserves the right to extend this Contract for an additional 180 calendar days from its expiration for any reason.

IN WITNESS WHEREOF, the parties have executed and delivered this Contract as of the date last signed below.

Date of Council Action: \_\_\_\_\_

City of North Las Vegas,  
a Nevada municipal corporation

By: \_\_\_\_\_  
Ryann Juden, City Manager

\_\_\_\_\_  
Date

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

SUSTAINABLE REAL ESTATE SOLUTIONS, INC.  
A Delaware corporation

\_\_\_\_\_  
BRIAN MCCARTER  
President & CEO

\_\_\_\_\_  
Date

EXHIBIT A  
ORIGINAL CONTRACT

[See attached]

**PROFESSIONAL SERVICES CONTRACT**  
**TASK 2: C-PACE PROGRAM ADMINISTRATION**  
**LAS VEGAS ENERGY IMPROVEMENT PROGRAM**

THIS CONTRACT is being entered into this 9<sup>th</sup> day of January, 2019, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Sustainable Real Estate Solutions, Inc., (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Delaware, having its principal office at 100 Technology Drive, Suite 209, Trumbull, CT 06611.

**SECTION A – Contract Overview**

**A-1 Summary of Contract**

- (a) It is understood by both parties that the City has approved Resolution No R-60-2018 and R-61-2081 on November 7, 2018 authorizing a C-PACE District. This Contract will proceed with Task 2: Program Administration as outlined in the Exhibit A – Scope of Work.
- (b) This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract.
- (c) This is a Non-Exclusive Contract.
- (d) The following documents are hereby incorporated into this Contract:
  - (i) Exhibit A - Scope of Work
  - (ii) Attachment 1 - Certificate - Disclosure of Ownership/Principals

**A-2 Contract Amount**

- (a) The Contract Amount shall depend on per property per transaction basis. The City shall have no obligation or liability to Company for payment of any fees associated with the C-PACE Program Administration. Any fees charged and collected by Company for services performed shall be incorporated into each transaction and shall be paid as part of each financial transaction. No additional payment by the City will be made. This program shall be revenue neutral or revenue positive to the City of Las Vegas.

**(b) Program Costs**

At its discretion, the City may recommend to the City Council to consider the creation of the "Las Vegas C-PACE Program Special Revenue Fund" as described in Section 3.5 of R-60-2018. Should new revenues be derived from this fund or expenditures be authorized for the purposes enumerated, the City and PA shall mutually amend this contract to effect the proper dispensation of the funds.

**A-3 Performance Period [CAO-01/20/18]**

- (a) The performance period commences from Award Date and continues through December 31, 2024 unless extended in writing in accordance with Section E-13 "Modification/Amendment".
- (b) The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

**SECTION B – Basic Terms**

**B-1 Definitions [CAO-01/20/18]**

The following definitions apply to this Contract:

- (a) "Award Date" means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

- (b) "Contract" means this document, consisting of Sections A through E, which is binding and effective only upon execution by the City.
- (c) "Contract Amount" means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) "Deliverable" means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (e) "Non-Exclusive Contract" means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

### SECTION C – Statement of Work

#### C-1 Scope of Work

- (a) Services will be in accordance with the Scope of Work attached as Exhibit A.

### SECTION D – Special Conditions

#### D-1 Project Manager/Company Representative [CAO-7/24/08]

- (a) The City designates **Planning Director or his designee** as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates **Brian McCarter** as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

#### D-2 Pricing and Payment [CAO-01/20/16]

- (a) ~~Payment.~~ No Payment will be made to the Company by the City. All commission and or fees will be paid in accordance with A-2 Contract Amount listed above.
- (b) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

#### D-3 Invoices [CAO-01/20/16]

- (a) The Company will not submit any invoices to the City for the performance of services.

#### D-4 Deliverable and Milestone Schedule

In accordance with Exhibit A, Scope of Work the Company shall provide the following deliverables and milestones:

Milestone/ Deliverable	Task	Due By
M - 1	Project Kickoff Meeting	February 14, 2019
D - 1	Program Guide and Handbook	March 30, 2019
M- 2	PA shall staff and maintain a local office	TBD
D - 2	Develop and deliver to the City a Fee and Cost structure for projects	February 1, 2019

D-3	Develop a program website for applicants	March 30, 2019
D-4		(this appears a duplicate of D-2 above?)
D - 5	PA may conduct and market analysis report.	Submitted annually
D - 6	Assessment agreement approval	Submitted for each project closing
D - 7	List of Qualified Capital Providers	Posted on program website
D - 8	List of Qualified Service Companies	Posted on program website
D - 9	Project Pipeline Report	Submitted quarterly
D - 10	Program Progress Report	Submitted annually

**D-5 Insurance [CAO-04/08/15]**

The Company shall procure and maintain Workers' Compensation, General Liability and Auto Liability Insurance, at its own expense, for all work related to the performance of this Contract.

**D-6 Warranty – Services [CAO-5/2/12]**

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

**SECTION E – General Conditions****E-1 Legal Notice [CAO-01/08/15]**

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

**FOR THE CITY:**

Manager, Purchasing and Contracts  
City of Las Vegas  
495 South Main Street, 3<sup>rd</sup> Floor  
Las Vegas, Nevada 89101-2986  
Fax: (702) 384-9964  
Email: [purchasing@lasvegasnevada.gov](mailto:purchasing@lasvegasnevada.gov)

**FOR THE COMPANY:**

Attn: Brian McCarter  
Sustainable Real Estate Solutions, Inc.  
100 Technology Drive, Suite 209  
Trumbull, CT 06611  
Phone: 203-459-0567  
Email: [BMcCarter@PACEworx.com](mailto:BMcCarter@PACEworx.com)

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Buyer or the Company Representative, as appropriate.

**E-2 Disputes** [CAO-08/01/13]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be the Eighth Judicial District Court, Clark County, Nevada.

**E-3 Notice of Delay** [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

**E-4 Termination for Convenience** [CAO-5/2/12]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

**E-5 Event of Default** [CAO-01/20/16]

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the specifications, (ii) fails to deliver the services within the time specified in the Purchase Order or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.
- (b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event



of Default can be remedied, but the remedy cannot be completed within the ten day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten day period and is diligently pursued to completion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

**E-6 Termination for Default** [CAO-01/20/16]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement goods that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

**E-7 Limitation of Funding** [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

**E-8 Changes – Fixed-Price Goods or Services** [CAO-11/30/15]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
  - (i) Description of services to be performed or goods to be provided.
  - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (iii) Place of performance of the services.
  - (iv) Time or place of delivery of goods
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.
- (f) The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

**E-9 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]**

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**E-10 Order of Precedence [CAO-7/24/08]**

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

**E-11 Severability [CAO-7/24/08]**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**E-12 Waiver [CAO-7/24/08]**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

**E-13 Modification/Amendment [CAO-7/24/08]**

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

**E-14 Assignment [CAO-7/24/08]**

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

**E-15 Indemnification [CAO-5/2/12]**

- (a) In addition to the insurance requirements set forth in Section D-6, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

**E-16 Patent Indemnity [CAO-7/24/08]**

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

**E-17 Audit of Records [CAO-5/2/12]**

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

**E-18 Confidentiality – City Information [CAO-7/24/08]**

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

**E-19 Marketing Restrictions [CAO-7/24/08]**

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

**E-20 Intellectual Property Rights [CAO-7/24/08]**

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City.

**E-21 Taxes/Compliance with Laws [CAO-08/01/13]**

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

**E-22 Licenses/Registrations [CAO-01/20/16]**

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

**E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]**

- (a) **Discrimination:** The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
- (b) **Fair Employment Practices:** In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

**E-24 Employment of Unauthorized Aliens [CAO-01/20/16]**

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

**E-25 Conforming Services [CAO-7/24/08]**

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

**E-26 Independent Contractor [CAO-7/24/08]**

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]**

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

**E-28 Conflict of Interest (City Officials) [CAO-5/2/12]**

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

**E-29 Public Records [CAO-5/2/12]**

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

**E-30 Use By Other Government Entities [CAO-01/20/16]**

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

**E-31 Counterpart Signatures [CAO-9/24/08]**

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

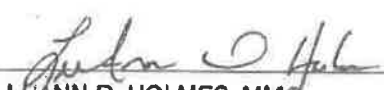
CITY OF LAS VEGAS

SUSTAINABLE REAL ESTATE SOLUTIONS, INC.

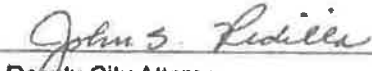
  
\_\_\_\_\_  
EDWARD O'NEAL  
Manager, Purchasing and Contracts  
Date 1/31/19

  
\_\_\_\_\_  
BRIAN MCCARTER, President & CEO  
Date 1/28/19

ATTEST:

  
\_\_\_\_\_  
LUANN D. HOLMES, MMC  
City Clerk  
Date 1/31/19

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy City Attorney  
John S. Ridilla  
Deputy City Attorney  
Date 1/23/19

## **EXHIBIT A – SCOPE OF WORK**

### **TASK 2: Program Administration**

#### **PURPOSE AND OBJECTIVE:**

This scope of work is for a qualified Program Administrator (PA) to implement the Las Vegas C-PACE Program. The PA will design, implement, coordinate, and administer the Program pursuant to the program created and developed under TASK 1, adopted by City Council on 11.7.18 (R-60-2018), and compliant with NRS Chapter 271.

#### **WORK PROGRAM AND DELIVERABLES:**

*<NOTE: The definitions and terms used within this scope of work are consistent with and have the same meaning as those found within Section 2 of R-60-2018> References to Sections listed below, are in accordance with R-60-2018.*

#### **PROGRAM SETUP**

Pursuant to R-60-2018, Section 3.2 (Program Administration), the PA will work with the designated City Program Manager to perform various tasks in accordance with NRS 271.6312 to 271.6325 and other applicable sections of the Resolution Notice after receiving a Notice to Proceed with Program Setup. Upon receipt of each of the following, as applicable, the City Program Manager shall accept the following items, or return them with comments or questions until all required materials are approved. Once items are substantially completed to the satisfaction of the City Program Manager, the City may issue a Notice to Proceed with Program Implementation:

1. The PA shall develop and deliver to the City Program Manager for review a draft printable PDFs or electronic copies:
  - a. A general program plan for program operations and implementation.
  - b. A Program Guide and Handbook; the guide shall contain and specify:
    - i. Roles and responsibilities of the PA
    - ii. Requirements, rules, and responsibilities for Qualified Service Companies
    - iii. Requirements, rules, and responsibilities for Qualified Capital providers
    - iv. Program eligibility requirements for prospective applicants and commercial property owners for energy audits, including:
      1. Loan to value and lien to value limits
      - 2.
      3. Financing sources and additional forms of security
      4. The eligibility of different types or classes of commercial and industrial properties, whether by zoning, business type, operational characteristic, mixed-use or multi-family.
      5. ~~Determinations of eligibility-based-on-estimated-maximum-benefit, as described in R-60-2018 Section 3.3~~
      6. New construction and upgrades to existing building stock are both allowed. However, no property shall begin work on a project until an application is completed, and no properties shall be eligible for work completed before the effective start date of the program.
    - v. Proposed process flow for projects from project initiation to project completion, considering the application, financing, construction, closing, and lien-recording processes described in Sections 4-7, consistent with the Program Implementation requirements listed below
    - vi. Energy audit and renewable energy project requirements, specifications, and feasibility, pursuant to Section 4.3
    - vii. A program for quality assurance and control of Qualified Service Providers
    - viii. Any necessary program rules or interpretations
  - c. Necessary forms and documents, including:
    - i. A written consent form template, pursuant to Section 3.4, containing all necessary information for a project
    - ii. A Project Eligibility Notification form template, pursuant to Section 4.4
    - iii. An Assessment and financing agreement template, pursuant to Section 5.6
    - iv. A Notification of closing template, pursuant to Section 6.3
    - v. Any other necessary applications or form templates, e.g., project application, qualified service provider application, qualified capital provider application.
2. The PA shall develop and deliver to the City Program Manager for review a fee and cost structure for projects.



3. Pursuant to Section 5.4, the City Program Manager will work with the PA to establish a one-time program administration fee assigned to each closed project. This one-time fee will be collected by the PA from the capital provider at time of finance closing. In addition the City Program Manager will work with the PA to establish an ongoing C-PACE assessment billing, collection and remittance fee. This recurring fee, over the term of the C-PACE assessment, is expected to be managed by a third-party firm that currently manages such billing and collections for the City's special improvement districts.
4. The PA may conduct a market analysis at its discretion and at its cost. Should such analysis be conducted, the results of which shall be shared with the City Program Manager. The timing of such a market analysis may extend after Program Setup.
5. The PA shall develop a program website. The website may be hosted third-party, but shall be linked to the City's primary website. The website launch shall be coordinated with the City's Office of Communications and Department of Information Technologies as necessary and applicable. All logos, seals, and brands must be consistent with the City's Brand Guide and must receive final approval from the City Program Manager and/or the Office of Communications.
6. The PA may develop additional marketing materials or collateral for the Program, coordinated with the City's Office of Communications as necessary and applicable. All logos, seals, and brands must be consistent with the City's Brand Guide and must receive final approval from the City Program Manager and/or the Office of Communications.
7. Assessment agreement approval: The PA shall meet with the City Program Manager, City Attorney, Department of Finance, and any other applicable City department to develop an agreement with a designated contracted assessment entity to facilitate and manage all billings, repayments, remittances, delinquencies, and transfers, as described in Section 7, for any project completed as a part of the program.
8. Qualified Capital Provider approval: Pursuant to Section 3.6, should the City Program Manager authorize private Qualified Capital Provider to finance eligible projects, the PA shall be responsible for the recruitment of such providers. Each Capital Provider must be licensed to do business within the City of Las Vegas and may subcontract with the PA, but all must comply with all applicable Federal, State, and local laws, NRS Chapter 271, R-60-2018, and program rules reflected in the Program Guide and Handbook. Recruitment may begin during Program setup and proceed throughout Program implementation, but may only begin upon authorization of the City Program Manager.
9. Qualified Service Company approval: Pursuant to Section 3.2, the PA shall be responsible for the recruitment of licensed Qualified Service Companies. Each Qualified Service Company must be in good standing with the Nevada State Contractors Board, be properly licensed for their respective trade(s), and licensed to do business within the City of Las Vegas. Each may subcontract with the PA, but all must comply with all applicable Federal, State (including any relating to contractor, and local laws, NRS Chapter 271, R-60-2018, and program rules reflected in the Program Guide and Handbook. Recruitment may begin during Program setup and proceed throughout Program implementation, but may only begin upon authorization of the City Program Manager.
10. The PA shall keep and make available, upon request of the City Program Manager, all project files, contracts and subcontracts, applications, consents, reports, and documents. If and when necessary, the PA shall ensure that any personally identifiable information of an applicant, Qualified Service Company, or Qualified Capital Provider be removed prior to transmission to the City Program Manager.

## PROGRAM IMPLEMENTATION

1. The Program shall begin after the PA receives a Notice to Proceed with Program Implementation from the City Program Manager. Throughout Program Implementation, the PA shall maintain staff dedicated to the Program and provide the City with direct personnel contact capable of managing the program and addressing concerns, complaints, or questions.
2. Pursuant to the approved Program Guide and Handbook, R-60-2018 (and the referenced sections listed below), and applicable sections of NRS Chapter 271, the PA shall:
  - a. Market the program (with or without a market analysis, marketing strategy, etc) and search for prospective property owners and applicants; other outreach may be performed by the PA as desired.

- b. Maintain the program website to provide program information, applications, forms, and track useful or required data and analytics.
- c. Continuously recruit and retain Qualified Capital Providers and Qualified Service companies.
- d. Maintain and update the Program Guide and handbook, program plan, forms, and any other information as necessary, subject to the concurrence of the City Program Manager.
- e. Perform the process flow for each individual project on an ongoing basis throughout the term of implementation; the project implementation and process flow for each individual project shall generally be uniform and consistent throughout the duration of the program and shall follow the approved Program Guide and Handbook and applicable sections of R-60-2018, subject to the following additional requirements:
  - i. Pursuant to Section 4, the PA will process all submitted applications, determine project eligibility for approval or denial, and provide proper notification to each eligible project contact, representative, contractor, on the approval. If a project is denied, the PA shall specify the reasons for denial in writing to the applicant.
  - ii. Pursuant to Section 4.4, the PA shall prepare a Project Eligibility Notification prior to the commencement of work on an energy efficiency improvement project or renewable energy project
  - iii. Pursuant to Section 6.3, at the completion of each project, the PA shall issue a Notification of closing to the applicant or Property owner, with copies to the City Program Manager, Qualified Capital Provider, and the designated Qualified Service Company.
  - iv. Upon closing, the City Program Manager shall transmit all applicable documents to the City Clerk and at the discretion of the Clerk's Office, promptly record applicable documents with the Clark County Recorder's Office. Moreover, after recording the applicable documents, the City Clerk has assign the assessment to the capital provider funding the project.
  - v. Pursuant to Section 7, the PA and City Program Manager shall take care to coordinate the collection and remittance of installment payments with the designated contracted assessment entity and the Qualified Capital Provider.
  - vi. Pursuant to Sections 7.3 and 7.4, should any property owner of a completed project be delinquent in the payment of C-PACE installment payments, the PA, Qualified Capital Provider, and City Program Manager shall communicate and coordinate necessary matters on the lien, delinquency and repayment, consistent with this section and any rules developed in the Program Guide and handbook. The PA shall not require the assessment of penalties for early payments, or early C-PACE loan payoff, and no acceleration of payments of the whole amount of the unpaid principal shall be required due to the failure of the project owner to pay a single installment, whether principal or interest, on time.

## **REQUIRED MEETINGS**

The PA shall have a kick-off meeting with the City Program Manager during the Program setup period and meet as needed thereafter. At the conclusion of Program Setup and prior to Program Implementation, the PA and City Program Manager shall meet again to discuss implementation and kickoff. Thereafter, the City Program Manager and the PA shall meet as needed at predetermined schedules.

## **MUTUAL AID AND COORDINATION**

Because C-PACE legislation is newly adopted in Nevada, it is in the best interest of the City of Las Vegas and PA to develop and refine the C-PACE concept and implement best practices for the improvement and betterment of the city and state. The PA, at the direction of the City Program Manager, but at its own discretion, may coordinate program setup and implementation of the Las Vegas C-PACE Program with the US Department of Energy, the Nevada Governor's Office of Energy, or any other municipality within the state of Nevada that has created a C-PACE Program or is in process of creating such a program. Such mutual aid and coordination shall not be construed to inhibit or impair the PA's ability to earn a profit, compete with other C-PACE delivery companies, or deliver the services agreed upon under this contract.

## **PROGRAM REPORTING**

From the commencement of Notice to Proceed with Program Implementation from the City Program Manager, the PA shall deliver to the City Program Manager a Program Progress Report on an annual basis. The report shall include, at a minimum:

- General status of the program and its implementation, pursuant to the approved program plan

- Number of participating Qualified Service Providers
- Number of participating Qualified Capital Providers
- Number of applicants (approved and denied),
- Number of completed energy efficiency and renewable energy projects
- Estimated square footage of buildings improved
- Estimated total energy saved and/or generated
- Number of C-PACE loans and dollar amount
- 
- 
- A summary of positive media or comments and any complaints, whether of the PA, a Qualified Capital Provider, or Qualified Service provider, and the disposition of each.

In addition, to the annual Program Progress Report, the PA shall deliver to the City Program Manager a Project Pipeline Report not less than once per calendar quarter, due within 30 days of the end of the quarter. At the City Program Manager's request, additional reports may be required of the PA from time to time to transmit and deliver to the Mayor and City Council, City Manager, Chief Financial Officer, and/or City Attorney.

**ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS****1. Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

**2. Policy**

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

**3. Instructions**

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

**4. Incorporation**

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

<b>Block 1: Contracting Entity</b>	
Name: Sustainable Real Estate Solutions, Inc.	
Address: 100 Technology Dr, Ste 209	City / ST / Zip: 06611
Telephone: 203-880-5300	EIN or DUNS : 27-1426168
<b>Block 2: Description / Subject Matter of Contract</b>	
Services for: <i>C-Place Program Administration</i>	Project Number:
<b>Block 3: <u>Type of Business</u></b>	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)****Block 4: Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Connecticut Innovations, Inc	CT Innovations, 866 Brook St, Rocky Hill, CT 06067	860-663-6861
2	Peter L. Cashman	SRS, 100 Technology Dr, Suite 209, Trumbull, CT 06611	203-880-6300
3	Anthony J. Buoncore	SRS, 100 Technology Dr, Suite 209, Trumbull, CT 06611	203-880-6300
4	Brian J. McCarter	SRS, 100 Technology Dr, Suite 209, Trumbull, CT 06611	203-880-6300
5	Eugene R. Cashman, Jr.	SRS, 100 Technology Dr, Suite 209, Trumbull, CT 06611	203-880-6300
6	REI Partners, LLC	SRS, 100 Technology Dr, Suite 209, Trumbull, CT 06611	203-880-6300
7	W. Timothy Cashman II	SRS, 100 Technology Dr, Suite 209, Trumbull, CT 06611	203-880-6300
8	Pankaj Desai	BPS LLC, 160 North State Rd, Suite 103, Briarcliff Manor, NY 10610	914-823-4774
9	El3 Corporation	Two Blue Hill Plaza, Pearl River, NJ 10965	201-802-8080
10	Gerald K. Tsui	SRS, 100 Technology Dr, Suite 209, Trumbull, CT 06611	203-880-6300

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

**Block 5: Disclosure of Ownership and Principals – Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: \_\_\_\_\_

Date of Attached Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

**Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")**

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



Signature

11/28/19

Date

Subscribed and sworn to before me this 28th day of January, 2019



Notary Signature

My Commission Expires

August 31, 2021

**Disclosure of Ownership/Principals - Continuation**

	<b>Name</b>	<b>Business Address</b>	<b>Business Phone</b>
<b>11</b>	Susan C. Caldwell	SRS, 100 Technology Dr, Suite 209, Trumbull, CT 06611	203-880-5300
<b>12</b>	James R. Bleecker	SRS, 100 Technology Dr, Suite 209, Trumbull, CT 06611	203-880-5300
<b>13</b>	Maplecrest Fund A	Trinity Law Group, 200 Lowder Brook Dr, Westwood, MA 02090	781-329-0088
<b>14</b>	Tracy M. Phillips	SRS, 100 Technology Dr, Suite 209, Trumbull, CT 06611	203-880-5300