

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, AUGUST 4, 2021

### 3RD DAY JULY ADJOURNED

The Adair County Commission convened at 10:30 a.m. on August 4, 2021, at the Courthouse in Kirksville. All Commissioners were present.

The Commission spent the day attending to County business.

The Adair County Commission adjourned at 4:00 p.m. on August 4, 2021.

#### Unscheduled Public Walk-Ins and other Non-Agenda Items for Wednesday, August 4, 2021:

None

IN REF. ORDER NO 5 Adair County Sheriff Fees for July 2021

IN REF. ORDER NO 6 Final Agreement with CTS Group for Renovation of the Adair County Courthouse

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CUSTOMER NAME: DATE OF SUBMISSION:	Adair County June 28, 2021	<small>Note Regarding Modifications Made to this Agreement: Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, phrase, or paragraph to be deleted. It is recommended that unwanted provisions not be made eligible. The parties should be clearly aware of the material deleted from the standard form. Do not make any modifications to this Agreement unless agreed to do so by both parties. Changes may be made only by addition as explained above, or by addendum.</small>																																																	

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ATTEST: Dandra Colby

County Clerk

Presiding Commissioner, Mark Shahan

**ADAIR COUNTY COMMISSION MINUTES  
WEDNESDAY, AUGUST 4, 2021**

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<b>ARTICLE I</b>	
<b>GENERAL PROVISIONS</b>	
<b>1.1</b>	This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated June 28, 2013 ("Effective Date") by and between Control Technology & Solutions, LLC, d/b/a CTS Group (hereinafter "CTS"), a Missouri limited liability company, with a principal place of business at 16647 Chesterfield Grove Road, Suite 200, Chesterfield, MO 63105, and Adair County ("CUSTOMER") with a principal place of business at 106 West Washington, Kirksville, MO 63501  (collectively the "Parties").
<b>1.2 EXTRT OF AGREEMENT:</b>	This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and CTS and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be modified only by (1) a written amendment signed by both CUSTOMER and CTS; and (2) a Change Order. No amendment to this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order issued by CUSTOMER, which shall be subject matter of this Agreement.
<b>1.3</b>	As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CTS to fulfill CTS's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than CTS.
<b>1.4</b>	The Project is the total construction of which the Work performed by CTS under this Agreement may be the whole or a part and which may include construction by the CUSTOMER and by separate contractors.
<b>1.5</b>	The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by CTS. The Contract Documents are confidential, and what is required by one shall be binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.
<b>1.6</b>	Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work herein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.
<b>ARTICLE II</b>	
<b>CTS'S RESPONSIBILITIES</b>	
<b>2.1</b>	<b>CTS Services</b>
<b>2.1.1</b>	CTS shall be responsible for construction of the Project, except as otherwise set forth in the Construction Documents. CTS shall not be responsible for any work undertaken by CUSTOMER or CUSTOMER's contractors.
<b>2.1.2</b>	CTS will assist in securing permits necessary for the Work. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise in the fulfillment of these specifications.
<b>2.1.3</b>	CTS shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless CTS needs to provide such services in order to carry out the CTS's responsibilities for construction means, methods, techniques, sequences and procedures.
<b>2.2</b>	<b>Responsibilities with Respect to the Work</b>
<b>2.2.1</b>	CTS will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items reasonably necessary for the execution and completion of the Work.
<b>2.2.2</b>	CTS shall keep the premises in an orderly fashion and reasonably free from unnecessary accumulation of waste materials or rubbish caused by its operations. If CTS damages property not needed for the Work, CTS shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, CTS shall remove waste material supplied by CTS under this Agreement as well as all its tools, construction equipment, machinery and materials used in the performance of the Work. CTS shall remove all surplus materials to the property of CTS. CTS shall dispose of all waste materials or rubbish created by CTS, all surplus materials shall be the property of CTS. CTS shall make any excess materials, valued in excess of \$500, available to Customer for Customer to retain, at Customer's option.
<b>2.2.3</b>	CTS shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work; provided, however, that CTS shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.
<b>2.2.4</b>	CTS shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of employees while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and death to employees, including, without limitation, those relating to the site of the Work. It is understood and agreed, however, that CTS shall have no responsibility for eliminating, abating or removing any hazard or potential hazard or otherwise resulting from activities at the site of the Work carried on by persons not in a contract or relationship with CTS, including CUSTOMER, CUSTOMER's employees, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of CTS for the elimination or abatement of any such health or safety hazards at the site of the work.
<b>2.3</b>	<b>Fault, Indemnity</b>
<b>2.3.1</b>	CTS shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patent rights resulting directly to the hardware manufactured and provided by CTS, provided that: 1. Such action has been brought only in the use of such hardware by itself and not as part of, or in combination with, any other device, parts or software as provided by CTS hereunder; 2. CUSTOMER gives CTS immediate notice in writing of any such suit and permits CTS, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives CTS all needed information, assistance and authority, at CTS's expense, to enable CTS to defend such suit.
<b>2.3.2</b>	If such a suit has occurred, or in CTS's opinion is likely to occur, CTS may, at its election and expense, obtain for CUSTOMER the right to continue using the equipment, or replace, correct or modify it so that it is not infringing, or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.
<b>2.3.3</b>	In the case of a final award of damages in any such suit, CTS will pay such award. CTS shall not, however, be responsible for any settlement made without its written consent.
<b>2.3.4</b>	This article states CTS's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by CTS hereunder. In no event shall CTS be liable for any indirect, special or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.
<b>2.4</b>	<b>Warranties and Completion</b>
<b>2.4.1</b>	CTS warrants CUSTOMER good and clear title to all equipment and materials furnished by CTS to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. CTS hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and

<p>setup, for a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repair, substitutions, modifications, or additions have been made, except by CTS or with CTS's written permission, and provided that after delivery such equipment or materials have not been subjected to operation or use in violation of any instructions supplied by CTS, in which case the liability for all damage shall rest with CTS, sole liability hereunder shall be to repair promptly or replace defective equipment or materials at CTS's expense.</p> <p><b>3.4</b> The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER for the exclusive liability of CTS for any breach of any warranty related to the equipment and materials furnished by CTS pursuant to this Agreement.</p> <p><b>3.4.1</b> All Subcontractor's and manufacturer's warranties shall be deemed furnished and assigned to CUSTOMER pursuant to the Contract Documents without further action by CTS upon Final Payment by CUSTOMER as required under the Contract Documents.</p> <p><b>3.4.2</b> THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND CTS HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESSED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY WARRANTED HEREIN. CTS shall not be liable for any special, indirect, incidental or consequential damages arising from, or relating to, this limited warranty or its breach.</p> <p><b>3.4.3</b> CTS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by CTS, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.</p> <p><b>3.5 Hazardous Materials</b></p> <p><b>3.5.1</b> Except as expressly provided in Schedule A, CTS and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CTS itself, its employees, agents or assigns, or any of its subcontractors or subcontractors. "Hazardous material" means any solid, liquid, gaseous or other substances or materials as may be designated by federal, state or local governmental entities. "Hazardous materials" do not include any lead paint, fungus and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or suspected, CTS shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease or suspend work with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of such items. CTS shall be entitled to an extension of the Contract Time for causing work pursuant to this Section. In the event that the parties agree that CTS shall remove or remediate any Hazardous Materials discovered during the course of the Work, CTS shall be entitled as a Change Order increasing the Contract Price and Contract Time for said removal and/or remediation.</p> <p><b>3.5.2</b> CUSTOMER shall indemnify, defend, and hold CTS and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fees, tensions, judgments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") of any kind or type or incurred by any Indemnified Party and that arise from claims asserted by third parties or by CUSTOMER concerning any Hazardous Materials; provided that the Damager are not the direct result of any act or omission of CTS or its agents.</p> <p><b>3.5.3</b> Unless prior to the execution of this Agreement, CTS received written notification from CUSTOMER of the existence of Hazardous Materials on the site, and said notice included a description of the Hazardous Materials, and the quantity and location of the Hazardous Materials, CUSTOMER is hereby representing to CTS that CUSTOMER is not aware of any Hazardous Materials present at the site.</p>	<p>The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.</p> <p><b>3.6</b> CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work, execute and agree to Change Orders and render decisions promptly.</p> <p><b>3.7</b> CUSTOMER shall furnish to CTS surveys describing physical characteristics, all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.</p> <p><b>3.8</b> CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.</p> <p><b>3.9</b> If CTS becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to CTS and if such notice is not promptly given, CUSTOMER shall be responsible for any additional repair or remedial costs which could have been avoided if such notice had been promptly given.</p> <p><b>3.10</b> The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and CTS shall be entitled to rely upon the accuracy and the completeness thereof.</p> <p><b>3.11</b> Prior to the commencement of the Work and at such future times as CTS shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to CTS that sufficient funds are available and will be available to pay for the Work. Unless such evidence is furnished, CTS is not required to commence or continue any Work. Further, if CTS does not provide such evidence, CTS may stop work upon fifteen (15) days notice to CUSTOMER. The failure of CUSTOMER to furnish the providing of this evidence at any time shall not be a waiver of CTS's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of CTS's right to request or insist that such evidence be provided at a later date.</p> <p><b>3.12</b> CUSTOMER shall comply with all applicable federal, state and municipal laws and regulations governing occupational health and safety in the areas where CTS will perform services and/or perform the Work.</p> <p><b>3.13</b> CTS represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where CTS will undertake Work or provide services, there are not: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) asbestos located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, asbestos or pipelines containing petroleum products, radioactive substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health and safety regulations; (c) unsafe working conditions. CUSTOMER shall immediately notify CTS of any changes or updates that occur during the course of the Agreement by such materials, situations or conditions, whether disclosed or not, or in fact discovered by CTS or released or provided access to such materials, situations or conditions for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause for CTS to stop work and CTS shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense. When the Hazardous Material has been remediated or removed, Work in the affected area shall resume upon written agreement of CUSTOMER and CTS. By Change Order, the Contract Price shall be increased, appropriately and the Contract Price shall be increased in the amount of the CTS's reasonable additional costs of shut-down, delay and startup and for any additional work performed by CTS.</p> <p><b>3.14</b> To the fullest extent allowed by law, customer shall indemnify and hold CTS harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorney's fees, damages for bodily injury and/or property damage, fines, penalties, cleanup cost and costs associated with delay or work stoppage, that in any way result from or are caused by customer's acts or omissions. In this section, the existence of mold or a Hazardous Material at a site, performance of the Work in the affected area, or the occurrence or non-existence of mold or conditions described in this section, whether or not customer provides CTS advance notice of such acts or omissions to customer and regardless of when the Hazardous Materials or occurrence in discovered or occurs. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this section shall be construed to require that customer indemnify and hold harmless CTS from claims and costs resulting from the negligent use by CTS of any Hazardous</p>
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ATTEST: Andera Collop  
County Clerk

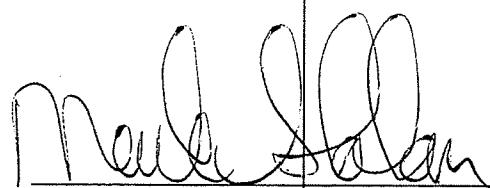
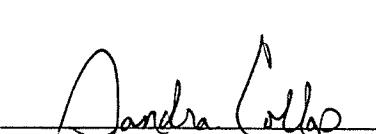
**County Clerk**

Melissa

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, AUGUST 4, 2021

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<p><b>ARTICLE 4 SUBCONTRACTS</b></p> <p>4.1 At its exclusive option, CTS may subcontract some or all of the Work. CTS, as soon as practicable after execution of the Agreement, shall furnish in writing to CUSTOMER, if requested by CUSTOMER, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CUSTOMER will promptly reply to CTS in writing stating whether or not CUSTOMER has reasonable objection to any such proposed person or entity. Failure of CUSTOMER to reply promptly shall constitute notice of no reasonable objection. Notwithstanding anything herein to the contrary,</p> <p>4.2 A Subcontractor is a person or entity who has a direct contract with CTS to provide labor, labor and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or of such separate contractor's subcontractors.</p> <p>4.3 For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. CTS shall be responsible for the management of the Subcontractors in their performance of the Work. Unless otherwise expressly agreed to, CTS shall not be responsible for the management or supervision of the performance of any work by any of CUSTOMER's employees, contractors or subcontractors.</p> <p>4.4 CUSTOMER shall not hire any of CTS's Subcontractors without the prior written approval of CTS.</p> <p><b>ARTICLE 5 INSTALLATION AND ACCEPTANCE</b></p> <p>5.1 The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment D.</p> <p>5.2 If CTS is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any subcontractor employed by CUSTOMER or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement or by other disputes, fire, unusual delay in transportation of delivery, adverse weather conditions or other events or occurrences which could not be reasonably anticipated, or unavoidable causation, or any other problem beyond CTS's reasonable control (as "Reasonable Delay"), CTS shall be relieved of performance of its obligations affected by such Reasonable Delay shall be extended the period of such delay annually for a reasonable period. If any delay, or cumulative delay, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse CTS for all additional costs resulting thereto.</p> <p>5.3 CTS shall provide Delivery and Acceptance Certificate in a form acceptable to CUSTOMER, and CTS the "Delivery and Acceptance Certificate" for the Work provided pursuant to the Schedule identified in Attachment F. Upon receipt of such delivery and acceptance certificate, CUSTOMER shall promptly inspect the Work performed by CTS identified therein and shall make such payment to CTS and accept the Certificate at such time reasonably possible, but in no event later than ten (10) days after delivery of the same by CTS, unless CUSTOMER has given CTS written notice within twenty-one (21) days after final completion of the Work identifying specific material performance deficiencies that it wishes CTS to correct. CTS will use reasonable diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by CTS pursuant to the Installation Schedule.</p>	<p><b>ARTICLE 6 PRICE AND PAYMENT</b></p> <p>6.1 <b>Price</b></p> <p>6.1.1 The price for the Work is Three Million Eight Hundred Ninety Nine Thousand Five Hundred Twenty Nine Dollars (\$3,899,529), subject to the adjustments set forth in Articles 3 and 7.</p> <p>6.1.2 The price is based upon laws, codes and regulations in existence as of the date this Agreement is executed. Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle CTS to an equitable adjustment in the price and schedule.</p> <p>6.1.3 The price will be modified for delays caused by CUSTOMER and for changes in the Work, all pursuant to Article 7.</p> <p>6.1.4 The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.</p> <p>6.1.5 If at any time, CUSTOMER requests overtime work which requires overtime or premium pay, CTS shall be entitled to add such premium or overtime pay to the Contract Price, plus CTS's overhead and profit.</p> <p>6.1.6 The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests CTS to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus CTS's overhead and profit, shall be added to the Contract Price.</p> <p>6.2 <b>Payment</b></p> <p>6.2.1 Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to CTS the full price for the Work, in accordance with the Payment Schedule, Attachment E. Payment shall be made net thirty (30) days of invoice date.</p> <p>6.2.2 Payments due and unpaid shall bear interest from the date payment is due at the rate of 1.5% per month, compounded monthly. In the event that Customer fails to pay CTS any sums due, Customer shall pay CTS all attorney's fees incurred by CTS in collecting such amounts. Interest on unpaid payments is accrued by the due date, increased by the amount of CTS' costs of collection, delay and startup and, in such event, CTS will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. CTS reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make proper payments, and, in such event, also reserves the right to recover payment for all work executed and losses from storage of the work in holding, reasonable overhead and profit.</p> <p><b>ARTICLE 7 CHANGES IN THE PROJECT</b></p> <p>7.1 A Change Order is a written order signed by CUSTOMER and CTS authorizing a change in the Work or adjustment in the price, or a change in the Installation Schedule described in Attachment D. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment in the completion date.</p> <p>7.2 CUSTOMER may request CTS to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both parties, if CTS submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse CTS for any and all costs incurred in preparing the proposal.</p> <p>7.3 <b>Claims for Contested or Unknown Conditions</b></p>																						
<p><b>ARTICLE 8 INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY</b></p> <p>8.1 <b>Indemnity</b></p> <p>8.1.1 CTS agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages (other than the Work itself) and other property insured under Paragraph 8.4 to the extent such claims result from or arise under CTS's negligent actions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.8. Except as otherwise provided herein, CTS's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.</p> <p>8.1.2 CUSTOMER shall indemnify and hold harmless CTS and CTS's consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or resulting from, any act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents or employees.</p> <p>8.1.3 CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and CTS and hold them harmless from all claims for bodily injury and property damage (other than property insured under Paragraph 8.4) which may arise from that contractor's operations. Such provision shall be in a form satisfactory to CTS.</p>	<p><b>ARTICLE 8 Contractor's Liability Insurance</b></p> <p>8.2.1 CTS shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from CTS operations under this Agreement.</p> <p>8.2.2 The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including Nonad firm property damage coverage.</p> <p>8.2.3 CTS's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than the limits of liability as follows:</p> <table border="1"> <tr> <td>(a) Commercial General Liability</td> <td>Combined Single Limit \$1,000,000 Each Occurrence</td> </tr> <tr> <td colspan="2">\$2,000,000 Product &amp; Completed Operations Aggregate</td> </tr> <tr> <td colspan="2">\$2,000,000 General Aggregate Other Than Products &amp; Completed Operations</td> </tr> <tr> <td>(b) Commercial Automobile Liability</td> <td>Combined Single Limit \$1,000,000 Each Occurrence</td> </tr> <tr> <td colspan="2">8.2.4 CTS shall maintain all risks during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed.</td> </tr> <tr> <td colspan="2">8.3. CUSTOMER'S Liability Insurance</td> </tr> <tr> <td colspan="2">8.3.1 CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.</td> </tr> <tr> <td colspan="2">8.4. Insurance to Protect Project</td> </tr> <tr> <td colspan="2">8.4.1 CTS shall purchase and maintain all risk fall cost replacement property insurance in a form acceptable to CTS for the length of time to complete the Project. This insurance shall include at least additional insureds CTS and CTS's Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, travel, collapse, testing, and damage resulting from defective design, workmanship or material. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will retain all rights to any reduced insurance premiums or deductibles. If the Work covers an addition or is adjacent to an existing building, CTS and Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.</td> </tr> <tr> <td colspan="2">8.4.2 If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall commence prior to a time mutually agreed to by CUSTOMER and CTS and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be taxable or liable for taxes on account of such partial occupancy. 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Expenses of CUSTOMER and CTS shall be determined by mutual agreement and separate limit of coverage fixed for each item.</td> </tr> </table>	(a) Commercial General Liability	Combined Single Limit \$1,000,000 Each Occurrence	\$2,000,000 Product & Completed Operations Aggregate		\$2,000,000 General Aggregate Other Than Products & Completed Operations		(b) Commercial Automobile Liability	Combined Single Limit \$1,000,000 Each Occurrence	8.2.4 CTS shall maintain all risks during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed.		8.3. CUSTOMER'S Liability Insurance		8.3.1 CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.		8.4. 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<p>Continued on page 349.</p>	 <p>ATTEST:  County Clerk</p> <p>Presiding Commissioner, Mark Shahan</p>																						

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, AUGUST 4, 2021

Continued from page 348.

8.4.3 CUSTOMER shall provide Certificate(s) of Insurance to CTS before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best. CTS will be given sixty (60) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

### 8.5 Property Insurance Loss Adjustment

8.5.1 Any insured loss shall be adjusted with CUSTOMER and CTS and made payable to CUSTOMER and CTS as trustee for the insureds, as their interest may appear, subject to any applicable mortgage clause.

8.5.3 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest.

### 8.6 Waiver of Subrogation

8.6.1 CUSTOMER and CTS waive all rights against each other, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4, except such rights as they may have to the proceeds of such insurance held by CUSTOMER and CTS as trustee. CTS may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.2 CUSTOMER and CTS waive all rights against each other, Architects and Engineers, Subcontractor and Sub-subcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. CTS may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.3 CUSTOMER waives subrogation against CTS, Subcontractors and Sub-subcontractors on all property and consequential loss policies carried by CUSTOMER on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

8.6.4 If the policies of insurance referred to in this Paragraph 8.6 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

### 8.7 Limitation of liability

8.7.1 In no event shall CTS be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. The CUSTOMER waives claims against CTS for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for rental expenses, for losses of use, expense, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

### ARTICLE 9 TERMINATION OF THE AGREEMENT

9.1 If CTS defaults in, or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to CTS. If CTS, following receipt of such written notice, neglects to cure the specified deficiencies within thirty (30) business days, CUSTOMER may provide a second written notice. If CTS has not withdrawn within five (5) days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all material thereon, and move in complete the Work itself expeditiously. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to CTS, but if the expense exceeds the unpaid balance, CTS shall pay the difference to CUSTOMER.

9.2 If CUSTOMER fails to make payments when they become due, or otherwise defaults or breaches its obligations under this Agreement, CTS may give written notice to CUSTOMER of CTS's intention to terminate this Agreement. If, within seven (7) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, CTS may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

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To CTS:  
CTS Group  
Attn: Mr. Albert Willis  
16647 Chester Creek Rd. Suite 200  
Chesterfield, MO 63001

To CUSTOMER:  
Adair County  
Attn: Mr. Mark Shahan  
106 West Washington  
Kirksville, MO 63501

11.6 Waiver. CTS's failure to insist upon the performance or fulfillment of any of CUSTOMER's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

11.7 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

11.8 Performance/Payment Bond. CTS shall furnish a performance bond and payment bond covering the execution of the work in an amount equal to the contract price prior to commencement of work in a form acceptable to CUSTOMER.

11.9 This bond covers only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings objectives are not under any circumstance covered under this bond nor is an obligation that the surety is responsible for.

11.10 Ambiguities. The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

11.11 Headings. The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.

11.12 Authority to Enter into this Contract. The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.

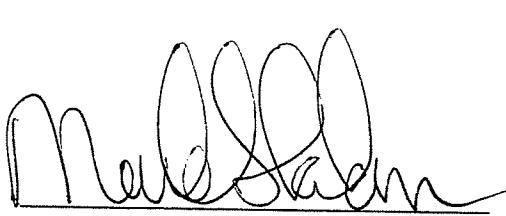
11.13 CUSTOMER Representations. To the extent applicable, the CUSTOMER warrants that it has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid and binding obligation of the CUSTOMER.

11.14 Prevailing Wage and Labor Laws. CTS and all others agree to comply with the provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340 of the Revised Statutes of Missouri, pertaining to the payment of wages to workers employed on public work projects. Not less than one-half of the monthly rate of wages identified in the Annual Wage Order Number 28 for Adair County shall be paid by CTS to each worker employed under this Agreement. CTS further agrees to comply with all requests for information regarding compliance with the Prevailing Wage Law. CTS and all others agree to execute an affidavit prepared by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards pertaining to compliance with the Prevailing Wage Law. While the Work is being performed, CTS and all others shall certify copies of their payrolls to CUSTOMER's representative with their monthly invoice for payment. Prior to payment of the invoices, CTS shall submit an affidavit to CUSTOMER stating that it has fully complied with the Prevailing Wage Law. CTS shall be subject to a penalty to CUSTOMER, on whose behalf this Agreement is made or awarded, One Hundred and 00/100 Dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates, for any work done under the Agreement by the contractor or by any subcontractor under them.

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Continued on page 350.

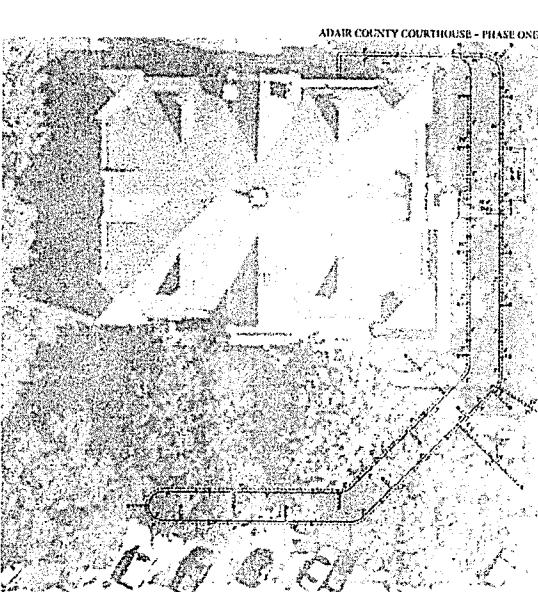
ATTEST: Sandra Collaps  
County Clerk

  
Presiding Commissioner, Mark Shahan

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, AUGUST 4, 2021

Continued from page 349.

<p><b>APPROVALS:</b></p> <p>The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:</p> <p>Adair County By <i>Mark Shahan</i> Name <u>MARK SHAHAN</u> Title <u>Presiding Comm'r univ</u> Date <u>6-29-2021</u></p>	<p><b>ADAIR COUNTY COURTHOUSE - PHASE ONE</b></p> <p><b>ATTACHMENT A</b></p> <p><b>SCOPE OF WORK</b></p> <p>The project scope of work for Phase One at the Adair County Courthouse was developed with the goal of providing a simplified, sustainable solution that will renew the facilities' facade, lower the long term operational and maintenance costs, reduce the facility's consumption of energy and enhance the quality of the outdoor and indoor environment. Achieving these goals is based on developing solutions for the following building issues, which resulted in the fundamental premise of the project:</p> <ul style="list-style-type: none"> <li>• Replace existing HVAC systems</li> <li>• Install new building automation system</li> <li>• Remove and replace existing roof of courthouse</li> <li>• Masonry Preservation - Cleaning/sealing/pointing and restoring buildings' exterior</li> <li>• Removing and Replacing the Windows and Doors</li> <li>• asbestos Removal if identified</li> </ul> <p><b>FACILITY IMPROVEMENT MEASURE (FIELD) GEOTHERMAL HVAC SYSTEM AND CONTROLS</b></p> <p><b>WELL FIELD INSTALLATION:</b></p> <p>To accommodate the new geothermal heat pump system to be installed in the Adair County Courthouse, a new vertical bore field will be installed in the lawn area to the East and South of the courthouse building. CTS will provide the materials, equipment and labor required to drill 23 vertical wells, with a minimum spacing of 18'-0" and a depth of 400' to provide a min of 1600 linear ft of bore. The wells shall be placed in a manner that will reduce the risk of damage to the existing sidewalk, landmarks, underground utilities and trees. Drilling, spoil removal and backfilling is also included. The site shall be kept as clean as possible during construction and returned to its original condition once work is completed.</p> <p>Each well will be approximately 4" in diameter to allow for the installation of HDPE coil-loop piping. After installing the pipe loops, each well will be backfilled with a constant mixture of thermally enhanced bentonite grout, silica sand and water to insure proper thermal conductivity. All horizontal circuit and HDPE piping will be installed in 4" deep trenches with 3" base layer of granular fill then overlaid with another 3" of granular fill before being backfilled with earth. All non-metallic piping will be traced with 14ga wire, and foil backed warming tape will be installed along the entire length of the piping trenches. Piping sizes shall be as indicated in final engineering drawings. Upon completion of the well field piping system, the well circuit will be pressure tested and purged to ensure that there are no leaks or obstructions in the system.</p> <p>Where the geothermal loop piping is indicated to penetrate the building, CTS will core drill through the concrete foundation wall and saw cut the existing floor as required for a complete installation. The foundation wall and floor shall be propped as required to match the existing construction and all pipe penetrations shall be appropriately sealed for water and air tightness. Sidewalks around the facility will be removed and replaced as part of the project and any curb and gutter that are disturbed as a result of the well field installation will be restored to their existing condition. All lawn areas that are disturbed shall be graded and seeded to restore the areas to their existing condition.</p>
13	14
 <p><b>ADAIR COUNTY COURTHOUSE - PHASE ONE</b></p> <p><b>MECHANICAL SYSTEMS</b></p> <p>HVAC demands require the removal of any existing equipment, piping, or system components shown to be demolished or is no longer required for the operation of the new Geothermal HVAC system. This is to include removal of the existing boiler and associated piping. Debris can be given back to County as there is value and could be sold. Any items with no scrap or salvage value will be disposed of properly. Debris material, mechanical insulation or other material debris shall be removed and properly disposed of. Existing fin tube radiators will be removed.</p> <p>CTS shall provide the Goodermal Heat Pump and Circulating Pump Equipment installed throughout the facility. The majority of the heat pump units will be console units and installed in areas that have an existing fin tube radiator. The intent is to install</p>	<p><b>ADAIR COUNTY COURTHOUSE - PHASE ONE</b></p> <p><b>CONTROLS:</b></p> <p>CTS Group will furnish and install an integrated web-based energy management control system. The proposed system shall provide computerized temperature control that is accessible from any computer that is connected to the Internet without the installation of any additional or proprietary software. The access shall allow multiple levels of access through hierarchy of passwords. There will also be a local computer with software and graphical interface.</p> <p>The system shall be an open protocol system based on Tridium Niagara framework. It shall be capable of integrating to BACnet, Modbus Networks. As the County wide variety of control manufacturers back into our original system. No proprietary controls shall be provided as part of our proposal.</p> <p>The County shall be provided with a full graphical interface. Custom graphics will be provided and linked so that the entire county buildings shall be on a single home page. From the home page the individual county facilities shall be accessible by clicking on the building detail. At the building level successive mouse clicks shall open the various floors and building sections. Floor plans of each building shall have each room temperature dynamically displayed. A click on a room shall bring up a graphic of the mechanical equipment serving that space. The equipment screen shall dynamically display the status of heating, cooling, and fan operation, as well as temperatures for sensors installed.</p> <p>Time Schedules shall be graphical and shall have the ability to globally broadcast County changes to the system. Schedules shall provide seven-day schedules with holiday periods (Thanksgiving, Christmas, etc.), and special events like snow days. Graphical time override of schedules shall be provided. Provide the capability to group equipment control from common global schedules.</p> <p>Each heat pump unit shall be supplied with a unit mounted controller from the manufacturer. A thermostatic space sensor shall be provided in each room for individual space temperature control. The thermostat will be located on an interior wall opposite/adjacent to the unit. The final thermostat location shall be field determined by CTS and the engineer of record in order to provide proper temperature sensing and unit operation. All thermostat locations shall be easily accessible by the building occupants. The space sensor shall be connected to the individual heat pump mounted controller as the final location of the wall thermostat shall be concealed in a surface mount raceway or conduit. Temperature sensors will be installed in high use areas to allow CTS to monitor conditions within the facility. New space sensors allow County occupants and staff to adjust the heating and cooling set point plus or minus 3 degrees (adjustable), and override setback for 2 hours (adjustable) from a space specific override button.</p> <p>On site owner training for maintenance, troubleshooting, and system operations shall be provided.</p> <p>Three years of remote service support for the building automation system to provide ongoing support for the county staff shall be provided.</p> <p><b>Training and Systems Support Provisions for the Tridium Building Automation System:</b></p>
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Continued on page 351.

ATTEST: *Sandra Colby*

County Clerk

*Mark Shahan*

Presiding Commissioner, Mark Shahan

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, AUGUST 4, 2021

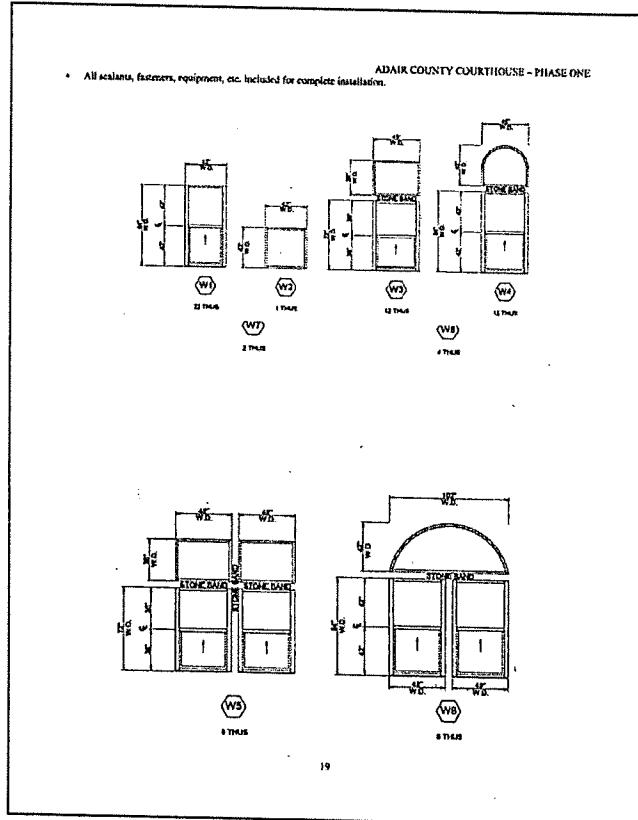
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<p><b>ADAIR COUNTY COURTHOUSE - PHASE ONE Automation System</b></p> <p>As a part of this contract CTS has included a three (3) year Remote System Support program for the Trident Building Automation System at no additional cost to the Customer. This will assure that the new controls are operating at optimum performance and are maintaining a quality environment for the occupants. These support services are provided to insure that:</p> <ul style="list-style-type: none"> <li>1. Employees become comfortable operating the new systems</li> <li>2. Operations are monitored so that the energy savings projected with the new system become a reality</li> <li>3. Building automation training may be required for current or new employees</li> <li>4. Technical assistance is available on demand which establishes a routine communications comfort level between your employees and the CTS support service provider</li> <li>5. Customer's HVAC service contractor is trained in the use of the system</li> </ul> <p>The support services include:</p> <ul style="list-style-type: none"> <li>1. Maintenance Monitoring Internet Interface: This enables remote operation of the new automation system and allows CTS software specialists to monitor operations to assure all parts of the system are operating properly.</li> <li>2. Upgrading Software Programs at Request: Remote support of the operating software in the system often needs initial "tuning" as we pass through the seasons.</li> <li>3. Backing Up the System: CTS will perform a remote backup annually which will be held off site and in the CTS office</li> <li>4. Training/Retraining of Personnel: Included is remote retraining of your operating staff as required until they are comfortable with the system. This also includes training for new employees.</li> <li>5. Training of HVAC Contractor: The customer's specified HVAC service contractor is trained in the use of the system for troubleshooting is included in this contract.</li> <li>6. Operation Monitoring for Energy Savings: The software described in your new system is designed to provide a good environment as well as achieve energy cost savings. Although these efforts usually work in harmony, they can occasionally work at odds with each other. CTS will remotely monitor your operating program to uncover changes that may have been made that could frustrate these objectives and communicate corrective recommendations to you.</li> <li>7. Extended Support: CTS will be available for remote technical support to help you identify problems you may be having with your mechanical HVAC system.</li> </ul> <p><b>FIM#1: ROOFING REPLACEMENT</b></p> <ul style="list-style-type: none"> <li>• Remove and dispose of existing laminated shingles.</li> <li>• Inspect sheathing and replace any damaged sections of Roof Deck.</li> <li>• Replace sheathing with DaVinci Bellafioro composite slate in customer color choice</li> <li>• Install 4600 sq ft of premium ice and water shield.</li> <li>• Install 723 sf of new copper apron.</li> <li>• Install Synthetic underlayment.</li> <li>• Install new Ridge cap.</li> <li>• Install new starter shingles on roof.</li> <li>• Install new Copper Valley Metal</li> <li>• Install new step flashing.</li> <li>• Inspect all copper counterflashing and replace and reseal as necessary.</li> <li>• Includes \$50,000 allowance for decking repairs whenever it is not used will be returned to customer or customer can put towards additional work</li> </ul> <p><b>FIM#2: MASONRY RESTORATION</b></p> <p><b>Cleaning</b></p> <ul style="list-style-type: none"> <li>• Gently clean all masonry</li> <li>• Water pressure less than 160 psi</li> <li>• No abrasives</li> </ul> <p><b>Scope of Work-Tuckpointing</b></p> <ul style="list-style-type: none"> <li>• Cutout and tuckpoint 50% of total overall footage of exterior elevation</li> <li>• Grind with dustless vacuum per Code Guidelines</li> <li>• Grid min. 1/8" in depth to sound mortar</li> <li>• Lightly rinse ground mortar joints to remove any contaminants or loose material</li> <li>• Install Type "N" mortar in two (2) lifts</li> <li>• First lift must be thumb print hard prior to applying second lift</li> <li>• Tooling, texture and color to match existing</li> </ul>
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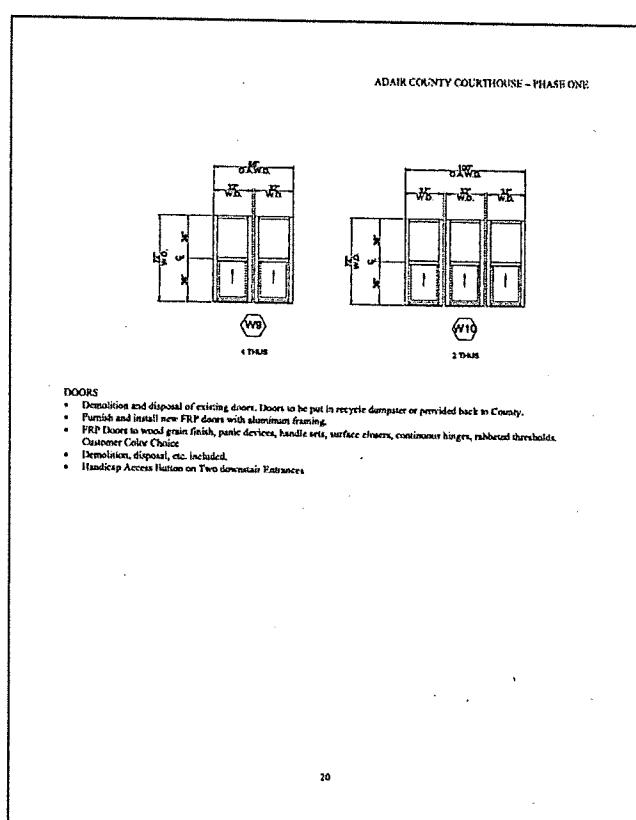
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<p><b>ADAIR COUNTY COURTHOUSE - PHASE ONE Window Sealant</b></p> <ul style="list-style-type: none"> <li>• Cutout and recaulk new windows</li> <li>• Remove existing sealant from window perimeter, window to glass and metal to metal</li> <li>• Mechanically remove existing urethane sealant</li> <li>• Clean and prep both edges</li> <li>• Sealant type</li> <li>• Install backer rod to proper depth</li> <li>• Apply silicone sealant with no less than 100% elasticity, toolled to a concave finish</li> <li>• Pending on manufacturer sealant priming may be required</li> <li>• Pull and adhesion testing of sealant will be required prior to installation</li> </ul> <p><b>Metal Soffit</b></p> <ul style="list-style-type: none"> <li>• Cutout and recaulk Metal soffit to shingle</li> <li>• Clean and prep both edges</li> <li>• Sealant type</li> <li>• Inspect backer rod to proper depth</li> <li>• Apply silicone sealant with no less than 100% elasticity, toolled to a concave finish</li> <li>• Pending on manufacturer sealant priming may be required</li> <li>• Pull and adhesion testing of sealant will be required prior to installation</li> </ul> <p><b>Sandstone</b></p> <ul style="list-style-type: none"> <li>• Domes</li> <li>• Prep</li> <li>• Patch Sandstone</li> <li>• Patching of Sandstone not to exceed 25 locations</li> </ul> <p><b>Descriptive</b></p> <ul style="list-style-type: none"> <li>• Apply Consistency OH100</li> <li>• Apply from Groundup including exterior</li> </ul> <p>Includes \$50,000 allowance for patching/repairs - whatever is not used will be returned to customer or customer can put towards additional work</p> <p><b>FIM#4: WINDOWS</b></p> <p><b>WINDOWS</b></p> <ul style="list-style-type: none"> <li>• Demolition and disposal of existing windows. Windows to be put in recycle dumpster or provided back to County.</li> <li>• Furnish and install new aluminum windows. Windows to be 1" thermally broken Single Hung with choice by County.</li> <li>• Aluminum frames to be 1" NUL with Graylite tint and Low-E coating.</li> <li>• Windows will have sloped glazing to accommodate historical look.</li> <li>• Exterior Wood Trim at Dormer Windows will be complete and stained free material - color selected by County</li> <li>• Interior trim not included in this phase and to be included in Phase Two</li> <li>• All locations with current board up will be removed and replaced with windows as described above with vision glass.</li> </ul>
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Continued on page 352.

ATTEST:

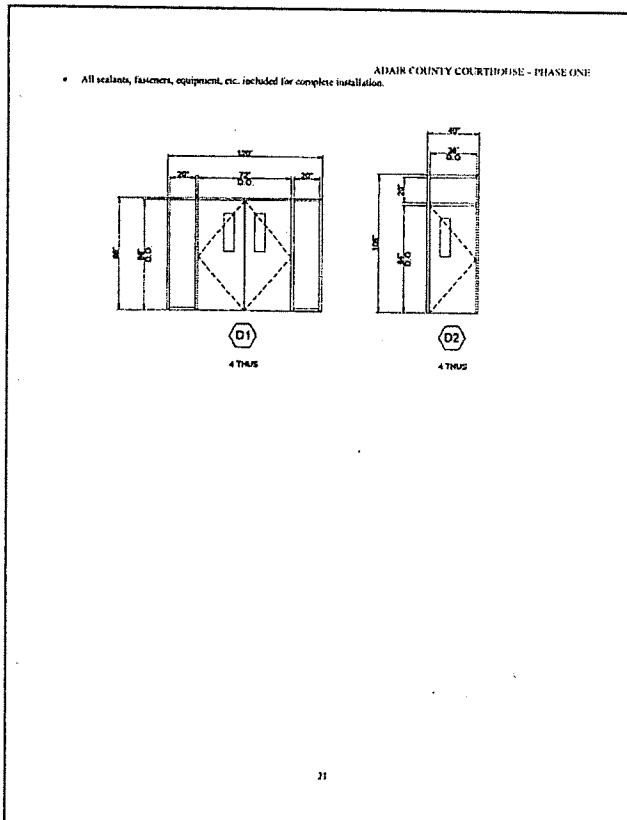
County Clerk

Presiding Commissioner, Mark Shahan

# ADAIR COUNTY COMMISSION MINUTES

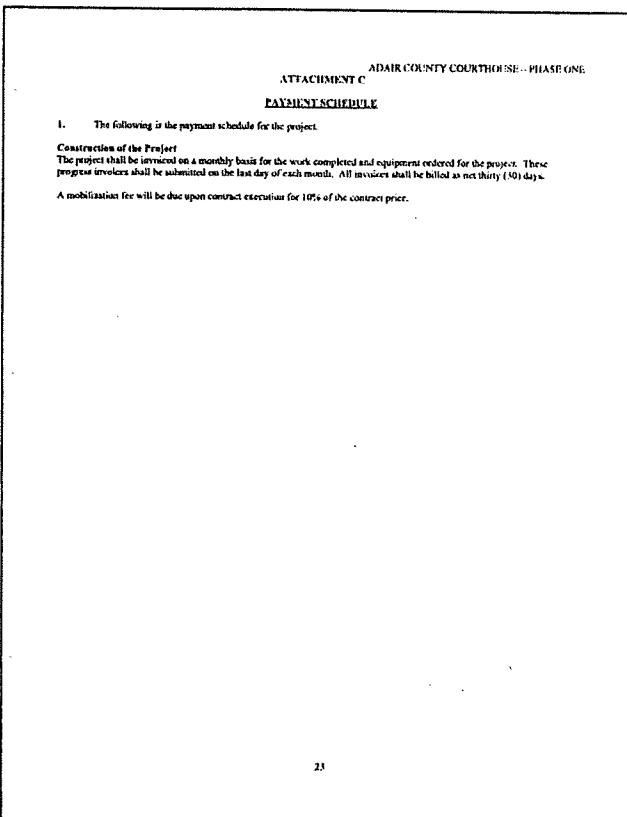
## WEDNESDAY, AUGUST 4, 2021

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ATTACHMENT B	ADAIR COUNTY COURTHOUSE - PHASE ONE
<b>INSTALLATION SCHEDULE</b>	
<p>The Project Team will mobilize in July 2021. Key milestone dates are highlighted below, but can be altered to accommodate the activities of Adair County as we proceed through the installation of the Scope of Work. Final project schedule will be finalized by Project Manager and developed in conjunction with the Adair County Commission and Adair County Clerk.</p> <p>County Commission Consideration of Contract on June 26, 2021</p> <p>CTS will engage MCM Engineering, Missouri to proceed with Design and Construction Documents for the Mechanical and Electrical revisions required for the installation of a new Geothermal Heat Pump System at the Adair County Courthouse facility.</p> <p>Pre-Construction Kick-Off Meeting with County and Project Team - <i>proposed for July 11, 2021</i></p> <p>Review Schedule and Discuss Project Coordination</p> <p>Initial Site Work to commence in July</p> <p>Masonry Restoration - September - November</p> <p>Installation of Geothermal Well Field - August - September</p> <p>HVAC Installation - September - December</p> <p>Roofing Installation - September - October</p> <p>Windows - November - December</p> <p>Substantial Completion - February 2022</p> <p>Punch list items and staff training will be completed prior Substantial Completion</p> <p>Project acceptance and closure of Phase One - March 2022</p>	
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ATTACHMENT D	ADAIR COUNTY COURTHOUSE - PHASE ONE
<b>ENERGY GUARANTEE</b>	
<p><b>I. DEFINITIONS</b></p> <p>When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:</p> <p>"Baseline Period" is the period of time which defines the Baseline Usage and is representative of the facilities' operations, consumption, and usage that is used as the benchmark for determining cost avoidance.</p> <p>"Baseline Usage or Demand" is calculated or measured energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECNs. Baseline physical conditions, such as equipment counts, nameplate date, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.</p> <p>"Energy and Operational Cost avoidance Guarantee Practices" are those practices identified in Attachment E, intended to achieve avoided costs in energy and/or operating expenses.</p> <p>"Energy Costs" may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.</p> <p>"ECM" is the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A.</p> <p>"Facilities" shall mean those buildings where the energy and operational cost savings will be realized.</p> <p>"FEMP" shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE-GO-10096-24B, February 1994, or later versions). The FEMP guidelines clarify measurement and verification approaches at Option A, Option B, Option C, and Option D. The FEMP guidelines is based on the International Performance Measurement and Verification Protocol (IPMVP) and was written to be fully consistent with it. It is intended to be used by Federal procurement teams consisting of contracting and technical specialists. The focus of FEMP guidelines is on choosing the IPMVP option and method most appropriate for specific projects.</p> <p>"Financing Document" refers to that document executed between CUSTOMER and a third-party financing entity providing for payments from CUSTOMER's third-party financing entity.</p> <p>"Final Project Acceptance" refers to the CUSTOMER acceptance of the installation of the ECNs as described in Attachment A.</p> <p>"First Guarantee Year" is defined as the period beginning on the first (1<sup>st</sup>) day of the month following the date of Final Recruit Acceptance of the Work and ending on the day prior to the first (1<sup>st</sup>) anniversary thereof.</p> <p>"Guarantee Period" is defined as the period beginning on the first (1<sup>st</sup>) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.</p> <p>"Guarantee Year" is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.</p> <p>"Guaranteed Savings" is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the Work incurred by CUSTOMER in each Guarantee Year (as identified in Section 3.1 hereof).</p> <p>"IPMVP" International Performance Measurement and Verification Protocol (July 1997, or later version) provides an overview of current best practice techniques available for measurement and verification of performance contracts. This document is the basis for the FEMP protocol and is fully consistent with it. The techniques are classified as Option A, Option B, Option C, and Option D.</p>	
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Continued on page 353.

ATTEST: Sandra Colby

County Clerk

Mark Shahan

Presiding Commissioner, Mark Shahan

# ADAIR COUNTY COMMISSION MINUTES

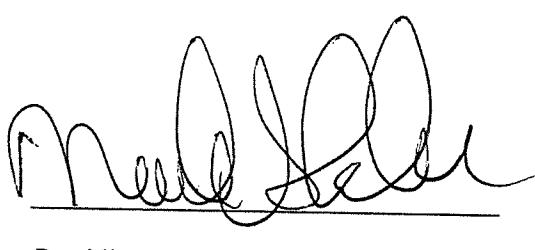
## WEDNESDAY, AUGUST 4, 2021

Continued from page 352.

<p><b>ADAIR COUNTY COURTHOUSE - PHASE ONE</b></p> <p>"Measurement and Verification Plan" (M&amp;V Plan) is defined as the plan providing details on how the Guaranteed Savings will be verified.</p> <p>"Operational Costs" shall include the cost of operating and maintaining the facilities, such as, but not limited to, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.</p> <p>"Option A" is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual performance can be stipulated based on the results of the "potential to perform and generate savings" verification and engineering calculations. Option A involves procedures for verifying that:</p> <ul style="list-style-type: none"> <li>• Baseline conditions have been properly defined; and</li> <li>• The equipment and/or systems that were contracted to be installed have been installed; and</li> <li>• The installed equipment components or systems meet the specifications of the contract in terms of quantity, quality, and rating; and</li> <li>• The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests; and</li> <li>• The installed equipment/components or systems conform, during the term of the contract, to meet the specifications of the contract in terms of quantity, quality and rating, and operation and functional performance.</li> </ul> <p>"Option B" is for projects in which the potential to perform needs to be verified and actual performance during the term of the contract needs to be measured (verified). Option B involves procedures for verifying the same items as Option A plus verifying actual energy savings during the term of the contract. Performance verification techniques involve engineering calculations with metering and monitoring.</p> <p>"Option C" is also for projects in which the potential to perform needs to be verified and actual performance during the term of the contract needs to be measured (verified). Option C involves procedures for verifying the same items as Option A plus verifying actual energy savings during the term of the contract. Performance verification techniques involve utility building meter analysis and/or computer simulations calibrated with utility billing data.</p> <p>"Option D" is a verification technique where calibrated simulations of the baseline energy use and/or calibrated simulations of the post-installation energy consumption are used to measure Savings for the Energy Conservation Measures. Option D can involve measurements of energy use both before and after the Benefit for specific equipment or system end use as needed to calibrate the simulation program. Periodic inspection of the equipment may also be warranted. Energy savings is calculated by developing calibrated hourly simulations models of whole-building energy use, or equipment sub-systems in the baseline mode and comparing the simulated annual differences for either an average year or for conditions that correspond to the specific year during either the baseline or post-installation period.</p> <p>"Retreat" is the work provided by CTS as defined by the "ECMs".</p> <p>"Savings" is defined as avoided, defrayed, or reallocated costs.</p> <p>"Term" shall have the meaning as defined in Section 2 hereof.</p> <p>"Total Guarantee Year Savings" is defined as the summation of avoided Energy and Operational Costs realized by facilities in each Guarantee Year as a result of the Benefit provided by CTS as well as Future Savings, if any, carried forward from previous years.</p> <p><b>2. TERM AND TERMINATION</b></p> <p><b>2.1 Guarantee Term.</b> The Term of this Guarantee Period shall commence on the first (1<sup>st</sup>) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this agreement and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is defined in Section 1 of Attachment E.</p> <p><b>2.2 Guarantee Termination.</b> Should this Agreement be terminated in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of</p> <p style="text-align: center;">25</p>	<p><b>ADAIR COUNTY COURTHOUSE - PHASE ONE</b></p> <p>the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.</p> <p><b>3. SAVINGS GUARANTEE</b></p> <p><b>3.1 Guaranteed Savings.</b> CTS guarantees to CUSTOMER that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all ECMs over the Term of the contract as defined in Section 1 of Attachment E. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work. Final Acceptance, understanding that other provision of this Agreement required savings reconciliation or verification, the Total Guarantee Year Savings for each Guarantee Year are stipulated and agreed to by both parties to this Agreement to equal the Energy Costs and Operational Cost Avoidance amounts set forth in Attachment E (Schedule of Savings), and shall be deemed realized upon the date of final Project Acceptance.</p> <p><b>3.1.1 Additional Savings.</b> Additional energy and/or operational cost avoidance that can be demonstrated as a result of CTS's efforts that result in no additional costs to CUSTOMER beyond the costs identified in this Agreement will be included in the guaranteed savings reconciliation report for the applicable Guarantee Year.</p> <p><b>3.1.2 Savings Prior to Final Project Acceptance.</b> All energy and operational cost avoidance realized by CUSTOMER that occurs from activities undertaken by CTS prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed Energy Conservation Measures provided by CTS, will be applied toward the Guaranteed Savings for the First Guarantee Year.</p> <p><b>3.1.3 Composition of Savings.</b> The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Benefit and Support Costs for such Guarantee Year or the amount identified in Section 1 of Attachment E hereto.</p> <p><b>3.1.4 Excess Savings.</b> If the Total Guarantee Year Savings in any Guarantee Year exceed the Guaranteed Savings amount required for that Guarantee Year, the Excess Savings amount will be billed to CUSTOMER (up to any amounts previously paid by CTS for a Guaranteed Savings shortfall as defined in Section 1.1.3), such amount shall be payable within thirty (30) days after the amount of such Total Guarantee Year Savings has been determined and any remaining Excess Savings shall be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.</p> <p><b>3.1.5 Savings Shortfalls.</b> In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Guaranteed Savings required for that Guarantee Year, after giving credit for any Excess Savings carried forward from previous Guarantee Years as defined in Section 1.1.4, CTS shall, upon receipt of written demand from CUSTOMER, compensate CUSTOMER the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) days. Resulting compensation shall be CTS's sole liability for any short fall in the Guaranteed Savings.</p> <p><b>3.2 Savings Reconciliation Documentation.</b> CTS will provide CUSTOMER with a guaranteed savings reconciliation report after the first Guarantee Year. CUSTOMER will assist CTS in generating the savings reconciliation report by providing CTS with copies of all bills and invoices relating to such Energy Conservation Measures. CTS will also assist CTS by permitting access to any maintenance records, drawings, or other data deemed necessary by CTS to generate the said report. Data and calculations utilized by CTS in the preparation of its guaranteed savings reconciliation report will be made available to CUSTOMER along with back explanations and classifications as CUSTOMER may reasonably request.</p> <p><b>3.2.1 Acceptance of Guarantee Shortfalls.</b> At the end of the first Guarantee Year the CUSTOMER will have forty-five (45) days to review the guaranteed savings reconciliation report and provide written notice to CTS of non-acceptance of the Guaranteed Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the guaranteed savings reconciliation report will deem it accepted by CUSTOMER. If the annual guaranteed savings have been met after the first year, the guarantee will be deemed realized for the entire guarantee term.</p> <p><b>3.2.2 Guarantee Savings Reparations.</b> Guarantee Savings will be determined in accordance with the methodology, operating parameters, format and constants as described below and/or defined in Attachment E and/or additional methodologies defined by CTS that may be negotiated with CUSTOMER at any time.</p> <p style="text-align: center;">For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.I.M.P. Option C.</p> <p style="text-align: center;">26</p>
<p><b>ADAIR COUNTY COURTHOUSE - PHASE ONE</b></p> <p>Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the Adjusted Baseline Period. Energy usage for the Facilities through the use of energy accounting software. The difference between the Adjusted Baseline Period and the Actual Energy Usage for such year energy usage will be multiplied by the applicable energy rate as defined in Attachment E, to calculate the Energy Conservation Measure Energy Cost avoidance may also include, but are not limited to, Savings from demand charges, power factor corrections, taxes, radio charges, rate changes and other utility tariff charges that are reduced as a result of the CTS involvement. A Baseline Period will be specified (Section 1 of Attachment E) for the purpose of utility bill analysis.</p> <p>AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Options A and/or B:</p> <p>For each ECM, CTS will employ an M&amp;V Plan which may be comprised of any or all of the following elements:</p> <ol style="list-style-type: none"> <li>1. Pre-retrofit model of energy consumption or demand</li> <li>2. Post-retrofit measured energy consumption</li> <li>3. Post-retrofit measured demand and time-of-use</li> <li>4. Post-retrofit energy and demand charges</li> <li>5. Sampling plan</li> <li>6. Stipulated values</li> </ol> <p>The value of the energy savings will be derived from the measured data and engineering formulae included herein, and the measured energy changes during each Guarantee Year. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, conductivity or pressure.</p> <p>AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. (Option D):</p> <p>For each Energy Conservation measure, CTS will employ an M&amp;V Plan which may be comprised of any or all of the following elements:</p> <ol style="list-style-type: none"> <li>1. Pre-retrofit model of energy consumption or demand</li> <li>2. Post-retrofit model of energy consumption or demand</li> <li>3. Post-retrofit measured energy consumption</li> <li>4. Post-retrofit measured demand and time-of-use</li> <li>5. Post-retrofit energy and demand charges</li> <li>6. Sampling Plan</li> <li>7. Stipulated values</li> </ol> <p>The value of the energy savings will be derived from a calibrated simulation of either the whole building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.</p> <p><b>3.3 Guaranteed Cost Avoidance.</b> The agreed-upon Operational Cost Avoidance as described in Attachment E (Schedule of Savings) will be deemed realized upon execution of this Agreement and will begin to accrue on the date of the completion and acceptance of each Benefit implementation. These Savings are representative of information provided by the CUSTOMER consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that the CUSTOMER is wholly responsible for assuring that these budgeted Operational Costs are accurate and achievable.</p> <p><b>3.4 Baseline Adjustment.</b> Baseline Period shall be adjusted to reflect changes in occupied square footage; changes in energy consumption; changes in the Facilities; changes in Energy and Operational Cost Avoidance Guarantee Practices adversely affecting energy consumption; and/or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and demonstrated or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.</p> <p><b>3.4.1 Facility Operational Changes.</b> Except in the case of emergencies CUSTOMER agrees it will not, without the consent of an Authorized Representative of CTS, make any significant deviations from the applicable Energy and Operational Cost</p> <p style="text-align: center;">27</p>	<p><b>ADAIR COUNTY COURTHOUSE - PHASE ONE</b></p> <p>Avoidance Guarantee Practices; put any system or item of equipment in a permanent "off" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment. If the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.</p> <p><b>3.4.2 Hours and Practices.</b> To achieve these energy savings, CTS and CUSTOMER agree upon the operating practices listed in Attachment E.</p> <p><b>3.4.3 Activities and Events Adversely Impacting Savings.</b> CUSTOMER shall promptly notify CTS of any activities known to CUSTOMER which adversely impact CTS's ability to realize the Guaranteed Savings and CTS shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond CTS's reasonable control.</p> <p><b>3.4.4 Customer Adjustment.</b> CTS' Guaranteed Savings obligations under this Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment E; (2) no alterations or additions being made by CUSTOMER to any of the Components of the Equipment without prior notice to and agreement by CTS; (3) CUSTOMER sending all current utility bills to CTS within ten (10) days after receipt by CUSTOMER, if CUSTOMER fails to provide current utility bills for a period of time in excess of six (6) months, CTS may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) CTS's ability to render services not being impaired by circumstances beyond its control. To the extent CUSTOMER defaults in or fails to pay its obligations under this Agreement, CTS may, in its sole discretion, adjust its Guaranteed Savings obligations; provided, however, that no adjustment therunder shall be effective unless CTS has first provided CUSTOMER with written notice of CUSTOMER's default(s) or failure(s) to perform and CUSTOMER has failed to cure its default(s) to perform within thirty (30) days after the date of such notice.</p> <p>The bond provided for the construction of the project only covers the performance of materials and workmanship for the completion of said construction work, not the energy guarantee.</p> <p style="text-align: center;">28</p>

Continued on page 354.

ATTEST: Sandra Collap  
County Clerk

  
Presiding Commissioner, Mark Shahan

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, AUGUST 4, 2021

Continued from page 353.

ADAIR COUNTY COURTHOUSE - PHASE ONE ATTACHMENT E <u>SCHEDULE OF SAVINGS</u>				
<b>1. Schedule of Savings</b>				
The total energy and operational cost avoidance over the Term of the contract is equal to or greater than \$ 4,859,673 as defined in the following:				
<b>Year</b>	<b>Annual Utility Savings from existing baseline</b>	<b>Annualized Estimated Long Term Utility Operating Costs</b>	<b>General Goods and Utility Expenses</b>	<b>Long Term Operating Costs Savings</b>
1	\$24,224	\$10,100	\$1,000	\$13,124
2	\$24,224	\$10,100	\$1,000	\$13,124
3	\$24,224	\$10,100	\$1,000	\$13,124
4	\$24,224	\$10,100	\$1,000	\$13,124
5	\$24,224	\$10,100	\$1,000	\$13,124
6	\$24,224	\$10,100	\$1,000	\$13,124
7	\$24,224	\$10,100	\$1,000	\$13,124
8	\$24,224	\$10,100	\$1,000	\$13,124
9	\$24,224	\$10,100	\$1,000	\$13,124
10	\$24,224	\$10,100	\$1,000	\$13,124
11	\$24,224	\$10,100	\$1,000	\$13,124
12	\$24,224	\$10,100	\$1,000	\$13,124
13	\$24,224	\$10,100	\$1,000	\$13,124
14	\$24,224	\$10,100	\$1,000	\$13,124
15	\$24,224	\$10,100	\$1,000	\$13,124
<b>Total</b>	<b>\$36,282</b>	<b>\$150,500</b>	<b>\$15,000</b>	<b>\$459,673</b>

Or the sum of the Refund and Support Costs for each Guarantee Year, whichever is less. Provided further, in no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement.

The Term of this contract is for 15 years from the date of Final Project Acceptance.

The Baseline Period is defined as to calendar year of 8-2019 to 7-2020.

CTS and the customer agree that the energy savings for each will be based on a 3% escalation factor for the costs of utilities. The utility rates for the audit reports will be based on an annual escalation of not less than 3% or the actual utility rate in the current year whichever is higher.

**1.1 Energy Savings:** The annual guarantee of energy cost avoidance is the sum of the below listed ECMs. The savings are based on the listed Energy and operational Cost Avoidance Guarantee Practices contained in Section 1.3 herein.

### **# ECM Description**

**ECM #1 – Mechanical HVAC Systems** – The annual energy cost avoidance has been calculated and provided in this contract. For this contract the savings will be mutually agreed upon and the savings obligation will be considered satisfied for the full fifteen-year term of the agreement.

**1.3 Operational Cost Savings:** The annual guarantee of operational cost avoidance strategies are listed below. The savings are based on the listed Energy and Operational Cost Avoidance Guarantee practices contained in Section 1.3 herein. The operational cost savings identified below are deemed satisfied upon contract execution.

### **# Operational Savings Descriptions**

**1.3.1 Secured Rebates:** CTS will work with the County to apply for energy efficient rebates that would be applicable.

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ADAIR COUNTY COURTHOUSE - PHASE ONE														
<b>1.3 Long Term Operating Cost Reductions:</b> The legislation allows for energy conservation measures that provide long term operating cost reductions. Long term operating costs would include preventive and corrective maintenance, system repairs, and equipment replacement at their end of useful life. Avoided capital costs are future capital expenditures that are unnecessary after a building system has been upgraded. The age and condition of the existing facility requires all systems to be upgraded in order to protect the future of the historic courthouse. The 2021 cost to replace/repair three integral components and associated piping and ductwork is \$12,000. The original construction was delayed using traditional construction methods to 2012 with additional consulting fees, architect fees and inflation of material. These cost savings with the associated energy and maintenance savings will offset the incremental investment and construction this year.														
Initial Baseline, net, energy savings and cost.														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Initial Date Submittal 2021</td> <td style="width: 50%;">\$149,524</td> </tr> <tr> <td colspan="2" style="height: 10px;"></td> </tr> <tr> <td colspan="2" style="text-align: center;">Energy Value of Lease Agreement</td> </tr> <tr> <td colspan="2" style="text-align: center;">Future Period Expenditure</td> </tr> <tr> <td colspan="2" style="text-align: center;">Initial Lease Period</td> </tr> </table>					Initial Date Submittal 2021	\$149,524			Energy Value of Lease Agreement		Future Period Expenditure		Initial Lease Period	
Initial Date Submittal 2021	\$149,524													
Energy Value of Lease Agreement														
Future Period Expenditure														
Initial Lease Period														
1.3.1 Maintenance Savings:														
Existing Annual Maintenance of existing Boiler and HVAC units \$3,510 x 15 years = \$52,650														
Existing Estimated Repair and Replacement costs over 15 years \$249,480														
Proposed Annual Maintenance \$2,970 x 15 = \$44,550														
Proposed Repair and Replacement costs over 15 years \$52,080														
Maintenance Savings \$32,650 = \$44,550 = \$8100														
Repair and Replacement savings \$249,480 - \$52,080 = \$167,400														
Annual Operational Savings = \$175,000/15 = \$11,700 annually														
1.3 Energy and Operational Cost Avoidance Guarantee Practices:														
1.3.1 <b>Baseline Operating Parameters:</b> we the facility(ies) and system(s) operation measured factor observed before commencement of the Work. The data summarized will be used in the calculation of the baseline energy consumption and/or demand and for calculating baseline adjustments for changes in facility operation that occur during the Guarantee Period. CTS and CUSTOMER agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Base Year specified in this Agreement.														
Baseline Operating Parameters:														
• Cooling set point of 75 degrees. Whole cooling is possible. Not all spaces have cooling.														
• Heating set point of 70 degrees.														
• Building is always run in occupied.														
1.3.1 <b>PROPOSED Operating Parameters:</b> the facility(ies) and system(s) after completion of Work. The data summarized will be used in the calculation of the post-rebates energy consumption and/or demand. CTS and CUSTOMER agree that the proposed operating parameters specified in this section are representative of equipment operating characteristics during the Guarantee Period specified in this Agreement.														
Proposed Operating Parameters on which each ECM will rely for achieving energy savings:														
• Cooling set point of 75 degrees														
• Heating set point of 70 degrees.														
30														

ADAIR COUNTY COURTHOUSE - PHASE ONE																																																																																														
<ul style="list-style-type: none"> <li>• Building will be allowed to set back, 75 deg during cooling and 68 during heating</li> <li>• Boiler is only used when the temperature is below 45 degrees.             <ul style="list-style-type: none"> <li>◦ Once loop temperature reaches 45 degrees the boiler will then run from that time until the fluid temperature coming back to the building reaches 50 degrees.</li> </ul> </li> </ul>																																																																																														
<b>1.3.3 Operational Cost Avoidance:</b> The following methodologies and/or calculations were used in determining the Operational Costs and/or avoided costs due to the NetBolt implementation. This section is to document standard formulas and/or a brief explanation of how the Operational Cost Savings is supposed to be generated.																																																																																														
See Section 1.2 for Operations and Maintenance Savings Description																																																																																														
<b>1.3.4 Other energy and operating savings measures taken include the following:</b>																																																																																														
<b>1.4 Guarantee Savings Measurement and Verification Plan</b>																																																																																														
<b>1.4.1 Measurement and Verification Methodology(1)</b>																																																																																														
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ECM #1: HVAC Replacement	Mutually agreed Upon	Mutually agreed Upon	Mutually agreed Upon																																																																																											
<b>1.4.2 Energy Cost Avoidance:</b> The following describes the Measurement and Verification procedures, formulas, and stipulated values which may be used in the calculation of the energy cost avoidance. The calculation of energy cost avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate, whichever is higher and/or as defined hereafter. Energy cost avoidance may also include, but is not limited to, savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the CTS involvement.																																																																																														
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The building was simulated using excel. A baseline model was constructed and tuned to the existing utility data. This model was altered to reflect the new system efficiencies.																																																																																														
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ADAIR COUNTY COURTHOUSE - PHASE ONE																																																																																											
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Continued on page 355.

ATTEST: Sandra Collop  
County Clerk

  
Presiding Commissioner, Mark Shahan

# ADAIR COUNTY COMMISSION MINUTES

## WEDNESDAY, AUGUST 4, 2021

Continued from page 354.

ATTACHMENT E ADAIR COUNTY COURTHOUSE - PHASE ONE <u>FINAL DELIVERY AND ACCEPTANCY CERTIFICATE</u>	
<p>Project Name: _____</p> <p>Agreement Effective Date: _____</p> <p>Scope-of-Work (SOW) Item Energy Conservation Measure (ECM): _____</p> <p>To: CTS</p> <p>Reference is made to the above listed Agreement between the undersigned and CTS and to the Scope of Work as defined in Attachment A hereto. In connection therewith, we confirm to you the following:</p> <ol style="list-style-type: none"> <li>1. The Scope of Work (SOW) Item Energy Conservation Measure (ECM) referred above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Owner's Representative as being substantially complete, including all punch list items generated during the Project Acceptance Procedure.</li> <li>2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Attachment C, The Payment Schedule.</li> </ol> <p>Owner Name: _____</p> <p>By: _____ (Authorized Signature)</p> <p>(Printed Name and Title) _____</p> <p>(Date) _____</p>	

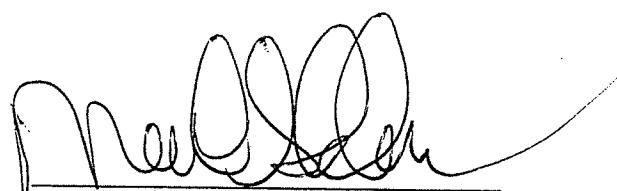
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ATTACHMENT G ADAIR COUNTY COURTHOUSE - PHASE ONE <u>FORM ALLOCATION OF SECTION 179D DEDUCTION</u>	
<p><b>ADDRESS OF GOVERNMENT-OWNED BUILDING:</b></p> <p>Project Name: _____ Project Street: _____ Project City, State &amp; Zip Code: _____</p> <p><b>AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE GOVERNMENT-OWNED BUILDING:</b></p> <p>Owner Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State &amp; Zip: _____ Representative Phone Number: _____</p> <p><b>AUTHORIZED REPRESENTATIVE OF DESIGNER RECEIVING THE ALLOCATION OF THE SECTION 179D DEDUCTION:</b></p> <p>Designer Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State &amp; Zip: _____ Representative Phone Number: _____</p> <p><b>PROJECT COST:</b> _____</p> <p><b>DATE PROJECT PLACED IN SERVICE:</b> _____</p> <p><b>AMOUNT OF SECTION 179D DEDUCTION ALLOCATED TO THE DESIGNER:</b></p> <p>Building Envelope: _____ Lighting System: _____ HVAC System: _____ TOTAL: _____</p> <p>Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.</p> <p><b>AUTHORIZED REPRESENTATIVE OF OWNER OF GOVERNMENT-OWNED BUILDING:</b> By: _____ Date: _____</p> <p><b>AUTHORIZED REPRESENTATIVE OF DESIGNER:</b> By: _____ Date: _____</p>	

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ATTEST: Sandra Colby

County Clerk



Presiding Commissioner, Mark Shahan