

DIR Project Registration # _____
 ENGIE Services Project #: CN-001318
 ENGIE Services Contract # R 3652

ENERGY SERVICES CONTRACT

This **ENERGY SERVICES CONTRACT** (this “Contract”) is made and entered into as of December 3, 2024 (the “Contract Effective Date”) by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor’s License Number 995037 (“**ENGIE Services U.S.**”), and **the County of Monterey** (“**County**” and together with ENGIE Services U.S. the “**Parties**” and each of County and ENGIE Services U.S. a “**Party**”).

CONTRACT RECITALS

WHEREAS, County owns and/or operates certain public facilities specifically described in Attachment A (the “**Facilities**”) and County wishes to reduce the Facilities’ energy consumption and costs and improve the Facilities’ energy quality and reliability; and

WHEREAS, ENGIE Services U.S. is a full-service energy services company with the technical capabilities to provide services to County including identifying supply-side and/or demand-side energy conservation measures (“**ECMs**”), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, ENGIE Services U.S. has identified potential energy and operational savings opportunities at County’s Facilities and estimated program costs to implement the ECMs and presented an overall potential energy cost and consumption savings for implementing the ECMs; and

WHEREAS, pursuant to California Government Code §4217.12, County held a regularly scheduled public hearing on [●], of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, County has determined that the anticipated cost to County to implement the ECMs will be less than the anticipated cost to County for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by County in the absence of the ECMs in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, County has determined that entering into this energy services contract to implement the ECMs is in the best interests of County and that California Government Code §4217.10 *et seq.* allows County to enter into this Contract; and

WHEREAS, by adoption of Resolution No. _____ at the above-referenced meeting, County approved this Contract and authorized its execution.

NOW, THEREFORE, County and ENGIE Services U.S. hereby agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Contract and its Attachments, defined terms will have the following meanings:

“**Abnormally Severe Weather Conditions**” means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work or Professional Services are then being performed. The term “Abnormally Severe Weather Conditions” specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

“**Act**” is defined in ARTICLE 14.

“**ADA**” means the Americans With Disabilities Act.

“**Affiliate**” means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; ownership of fifty percent (50%) or more of the voting securities of another Person creates a rebuttable presumption that such Person controls such other Person.

“**Applicable Law**” means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory

determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.

“Applicable Permits” means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Contract Effective Date.

“Application for Payment” means a monthly progress payment as described in Section 8.01 or an invoice for materials stored off-site as described in Section 8.02.

“Arbitral Panel” is defined in Section 19.04(ii).

“Arbitration Rules” is defined in Section 19.04(ii).

“Attachment” means the following attachments to this Contract, each of which is an “Attachment:”

Attachment A	County’s Facilities and Existing Equipment
Attachment B	Standards of Occupancy and Control
Attachment C	Scope of Work
Attachment D	Scope of Monitoring Installation
Attachment E	Solar Production Guarantee
Attachment F	Maintenance Services
Attachment G	Schedule of Values

“Beneficial Use” means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. Criteria for Beneficial Use of equipment / systems will be established as defined in Attachment C.

“Business Day” means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

“CEQA” means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

“Certificate of Beneficial Use” means the certificate, issued by ENGIE Services U.S. to County and subcontractor(s), which identifies when County took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“Certificate of Final Completion” means the certificate issued by ENGIE Services U.S. to County, in accordance with Section 6.03. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“Certificate of Substantial Completion” means the certificate issued by ENGIE Services U.S. to County, in accordance with Section 6.02. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“Change” means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work or Professional Services.

“Change in Law” means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker’s compensation, payroll or withholding tax law, but including any change in law imposing new or additional tariffs or import duties).

“Change Order” means a written document, signed by both ENGIE Services U.S. and County, authorizing ENGIE Services U.S. to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the applicable Change; (ii) any additional compensation to be paid to ENGIE Services U.S. to perform such Change; and (iii) any extension of time to complete the Project.

“Construction” means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

“Construction Documents” means the final designs, drawings, specifications and submittals that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract.

“Construction Period” means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

“Contract” is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto.

“Contract Amount” means Eighteen Million One Hundred Thirty-Four Thousand Seven Hundred Dollars (\$18,134,700.00), which is inclusive of the mobilization payment, as set forth in Section 8.01, but exclusive of any fees for Professional Services.

“Contract Bonds” is defined in Section 12.02.

“Contract Effective Date” is defined in the Preamble.

“County” is defined in the Preamble.

“County Persons” means County, its agents, employees, subcontractors, architects, general contractors, lease/leaseback contractors or other Persons responsible for managing this Energy Services Contract.

“Delay” means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work or the Professional Services.

“Dispute” is defined in Section 19.02.

“DOE Guidelines” is defined in Section 13.01.

“ECM” is defined in the Recitals.

“Education Services” (if any) are defined in Attachment G.

“Energy Delivery Point” means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

“Energy Usage Data” is defined in Section 2.05.

“ENGIE Services U.S.” is defined in the Preamble.

“ENGIE Services U.S. Warranty” is defined in Section 9.01.

“Event of Default” is defined in ARTICLE 16.

“Excusable Event” means an act, event, occurrence, condition or cause beyond the control of ENGIE Services U.S., including, but not limited to, the following: (i) any act or failure to act of, or other Delay caused by any County Person; (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by a Governmental Authority, other than a failure caused by the action or inaction of ENGIE Services U.S.; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or County Person; (iv) undisclosed or unforeseen conditions encountered at the Project Location, including discovery or existence of Hazardous Substances; (v) the failure to obtain, or delay in obtaining, approval of any Governmental Authority for design and installation of any portion of the Work, including any further or subsequent approval required with respect to any Change, other than a failure caused by the action or inaction of ENGIE Services U.S.; (vi) information provided to ENGIE Services U.S. by any County Person or Utility is later found to be inaccurate or incomplete; (vii) any Change in Law; (viii) Delay caused by pending arbitration; (ix) acts of God; (x) acts of the public enemy or terrorist acts; (xi) relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; (xii) work by Utility; (xiii) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (xiv) sabotage, vandalism, riots or civil disobedience; (xv) labor disputes or strikes; (xvi) labor or material shortages; material delay in manufacturing and/or deliveries of equipment or supply chain disruptions; each to the extent outside of ENGIE Services U.S.’s control; (xvii) Abnormally Severe Weather Conditions; (xviii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of such Facility; (xix) requirement by Utility that any Generating Facility discontinue operation; (xx) any action by a Governmental Authority that prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); (xxi) any Utility power outage at a Facility;

(xxii) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any County Person; or (xxiii) regional epidemic or global pandemic.

"Facilities" is defined in the Recitals.

"Final Completion" means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all Punch List items, completion of all required training, and delivery to County of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals).

"Generating Facility" means each of the photovoltaic, solar powered generating facilities located at the sites listed in Attachment E, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect the Generating Facility to the applicable Energy Delivery Point.

"Governmental Authority" means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

"Greenhouse Gas" is defined in Section 13.01.

"Hazardous Substances" means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any "hazardous substance" as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder; (iii) any "hazardous, toxic or dangerous waste, substance or material" specifically defined as such in 42 U.S.C. §9601 *et seq.*, as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called "superfund" or "superlien" law.

"Incentive Funds" is defined in Section 8.06.

"Installation" means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

"Instruments of Service" is defined in Section 10.01(c).

"Interconnection Agreement" means the Interconnection Agreement to be entered into between County and the Utility with respect to the Generating Facilities.

"Interconnection Facilities" is defined in Section 18.02.

"Interest" means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The "prime rate" will be the "Prime Rate" of interest per annum for domestic banks as published in The Wall Street Journal in the "Money Rates" section.

"Losses" is defined in Section 11.01.

"M&V Commencement Date" means the first day of the month immediately following the later of (i) ENGIE Services U.S.'s receipt of the fully signed Certificate of Final Completion, and (ii) ENGIE Services U.S.'s receipt of the full Contract Amount.

"M&V Services" (if any) are defined in Attachment E.

"Maintenance Services" (if any) are defined in Attachment F.

"Measurement Period" means each one-year period following the M&V Commencement Date.

"NEC" means the National Electric Code.

"Notice to Proceed" is defined in Section 2.04.

"Party" and **"Parties"** are defined in the Preamble.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

"Professional Services" means professional services (such as Education Services, Maintenance Services and M&V Services, if any) provided by ENGIE Services U.S. to County under this Contract.

"Project" means the entirety of Work to be performed by ENGIE Services U.S. pursuant to the Scope of Work, and any Change Orders.

“Project Location” means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.

“Punch List” means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair County’s ability to beneficially operate and utilize such portion of the Work.

“Retained Items” is defined in Section 10.02.

“Retention” is defined in Section 8.03.

“Schedule of Values” is defined in Section 8.01.

“Scope of Work” means the Work set forth in Attachments C and D, as modified by any Change Order.

“Substantial Completion” means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that County can take Beneficial Use thereof.

“Surety” means the surety supplying the Contract Bonds, which must be an “admitted surety insurer,” as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to County.

“Utility” is defined in Section 18.02.

“Work” means the Work to be done by ENGIE Services U.S. pursuant to the Scope of Work, subject to any Change Orders.

ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract commences on the Contract Effective Date and ends on the last day on which Professional Services are provided, unless terminated earlier as provided in this Contract.

Section 2.02 Performance of Work. The Work and Professional Services to be performed hereunder will be provided in accordance with the terms of this Contract and the applicable standard of care. ENGIE Services U.S. will perform its obligations under this Contract (i) using the degree of skill and care that is required by current, good and sound professional procedures and practices, and (ii) in conformance with (x) generally accepted professional standards prevailing at the time the Work is performed, (y) the covenants, terms and conditions of this Contract, and (z) applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code. ENGIE Services U.S. represents and warrants that it is fully experienced in projects of the nature and scope of the Work and Professional Services, and that it is properly qualified, licensed and equipped to supply and perform the Work and Professional Services. The Work completed herein will be subject to County’s general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Contract.

Section 2.03 Scope of Work.

- (a) The Scope of Work may not exceed that set forth in Attachments C and D, except pursuant to a Change Order.
- (b) The Professional Services may not exceed those set forth in Attachments E, F and G, except pursuant to a Change Order.

Section 2.04 Notice to Proceed. Within ten (10) days after County has closed the financing referenced in Section 2.07 and provided ENGIE Services U.S. has furnished proof of having met the requires set forth in Section 12.01 and section 12.04, County will issue to ENGIE Services U.S. a written Notice to Proceed (“Notice to Proceed”). ENGIE Services U.S. will begin Work within thirty (30) calendar days after ENGIE Services U.S.’s receipt of the Notice to Proceed. If County fails to issue the Notice to Proceed within twenty (20) calendar days after the financing has closed, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount as a result of such delay.

Section 2.05 Project Schedule. After receipt of the Notice to Proceed, ENGIE Services U.S. will develop, with input from County, a master Project Schedule using Microsoft Project®. The Project Schedule shall be based on Critical Path Methodology (CPM) and include sufficient detail to reflect all elements of the project scope and all phases of the work (e.g., development, design, permitting, construction, etc.). County will have ten (10) calendar days following receipt of the project schedule to provide input. The project schedule shall be agreed to by the County and serve as the baseline for the project. The project schedule shall be agreed to by the County and serve as the baseline for the project. ENGIE Services U.S. will establish a weekly project meeting at which time the Work of the previous week will be reviewed and a two-week look ahead will be coordinated. The project schedule will be updated every other week to indicate status and completed tasks. If project delays occur that impact the Project Schedule and any of its identified critical paths and/or phases of work, regardless of whether the delays are caused by an Excusable Event, ENGIE

Services U.S. within seven (7) calendar days shall in writing (i) notify the County of the delay; (ii) identify the nature and extent of the delay and its impact on the Project Schedule; (iii) provide an updated Project Schedule; and (iv) identify what, if any, corrective steps shall be taken to mitigate the delay impact on the overall Project Schedule.

Section 2.06 County's Energy and Operational Records and Data. If ENGIE Services U.S. requests, County will provide to ENGIE Services U.S., within thirty (30) calendar days after such request, County's Energy Usage Data for the twelve (12) months preceding the Contract Effective Date, and will make commercially reasonable efforts to provide the Energy Usage Data for the thirty-six (36) months preceding the Contract Effective Date. "Energy Usage Data" means all of County's records and complete data concerning energy usage, energy-related maintenance, and other related costs for the Facilities, and including, without limitation, utility records; occupancy information; descriptions of any past, present or anticipated changes in a building's structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, operation and maintenance manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures currently utilized. County agrees that ENGIE Services U.S. may rely on the foregoing data as being accurate in all respects. If ENGIE Services U.S. requests, County will also provide to ENGIE Services U.S., within thirty (30) calendar days after such request, any prior energy audits of the Facilities, and copies of County's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and will authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of ENGIE Services U.S.

Section 2.07 Finance Contingency. It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon County closing financing that will allow it to make the payments to ENGIE Services U.S. required by this Contract. County will have thirty ninety (90) calendar days after the Contract Effective Date to close such financing. If the financing is not closed within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party's receipt of this notice; *provided* that County may not declare this Contract to be null and void after it has issued the Notice to Proceed. It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to commence performance of the Work unless and until the financing has been closed.

Section 2.08 Proof of Financial Arrangements. Prior to the commencement of the Work, County will provide ENGIE Services U.S. proof that financial arrangements have been made to fulfill County's obligations under this Contract. County's requirement to furnish such proof to ENGIE Services U.S. is a condition precedent to commencement of the Work. After commencement of the Work, ENGIE Services U.S. may request such proof if (i) County fails to make payments to ENGIE Services U.S. as this Contract requires; (ii) a Change in the Work materially changes the Contract Amount; or (iii) ENGIE Services U.S. has other reasonable concerns regarding County's ability to fulfill its payment obligations under this Contract when due. County will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After County furnishes any such proof, County will not materially vary such financial arrangements without prior consent of ENGIE Services U.S. If County fails to provide ENGIE Services U.S. with such proof within ten (10) calendar days of receiving a demand from ENGIE Services U.S., ENGIE Services U.S. will be entitled to suspend its performance under this Contract until such proof is received.

ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the Notice to Proceed, County must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) ENGIE Services U.S. is responsible for obtaining (but not paying for) all Applicable Permits required under this Contract. County will cooperate fully with and assist ENGIE Services U.S. in obtaining Applicable Permits.
- (c) County is responsible for paying for all permit fees (including expedited plan check fees), inspections, and certifications costs, including any additional work that may be required by the Authority(ies) Having Jurisdiction as part of the permitting process.
- (d) County is responsible for hiring and paying for all inspectors, site testing (including geotechnical observations) and laboratory testing.
- (e) County is responsible for paying for all utility interconnection(s) costs, including any additional work that may be required by the Utility(ies) as part of the Interconnection Agreement(s).
- (f) County is responsible for obtaining and paying for any annual operating permits and approvals or exemptions required by CEQA, as applicable.

Section 3.02 Coordination. County will be responsible for coordinating the activities of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors and suppliers with those of County Persons.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, ENGIE Services U.S. will periodically meet with County to report on the general status and progress of the Work. ENGIE Services U.S. may (but is not required to) make food and beverage items of nominal value available to County and County's employees and agents at such meetings, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.04 Project Location Access. County hereby grants to ENGIE Services U.S., without cost to ENGIE Services U.S., all rights of ingress and egress at the Project Location, necessary for ENGIE Services U.S. to perform the Work and provide all services contemplated by this Contract. ENGIE Services U.S. will provide twenty-four-hour advance notice to County for access to any County Facilities. All persons entering the Project Location, including County and its employees and agents, must follow ENGIE Services U.S.'s safety procedures. ENGIE Services U.S. may (but is not required to) make transportation available to County and County's employees and agents between and within Project Locations, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.05 Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.06 Independent Contractor. The Parties hereto agree that ENGIE Services U.S., and any agents and employees of ENGIE Services U.S., its subcontractors and/or consultants, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of County for purposes of conflict of interest laws or any other Applicable Law.

ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT

Section 4.01 General Provisions.

- (a) After receipt of the Notice to Proceed, ENGIE Services U.S. will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.
- (b) After completion of the design phase and approval of the final plans and specifications by County, ENGIE Services U.S. will order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the project schedule.
- (c) County will designate a single-point representative with whom ENGIE Services U.S. may consult on a reasonable, regular basis and who is authorized to act on County's behalf with respect to the Project design. County's representative will render decisions in a timely manner with regard to any documents submitted by ENGIE Services U.S. and to other requests made by ENGIE Services U.S. in order to avoid delay in the orderly and sequential progress of ENGIE Services U.S.'s design services.
- (d) Within ten (10) Business Days after ENGIE Services U.S.'s request, County will:
 - (i) furnish all surveys or other information in County's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
 - (ii) disclose any prior environmental review documentation and all information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location;
 - (iii) supply ENGIE Services U.S. with all relevant information in County's possession, including any as-built drawings and photographs, of prior construction undertaken at the Project Location;
 - (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location for the execution of the Work; and
 - (v) obtain any and all title reports for those Project Locations reasonably requested by ENGIE Services U.S.
- (e) All information furnished pursuant to this Section 4.01 will be supplied at County's expense, and ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided. If ENGIE Services U.S. is adversely affected by any failure to provide, or delay in providing, the information specified in

Section 4.01(d), ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.

- (f) If any information disclosed under this Section 4.01 gives rise to a Change to the Work or an Excusable Event, ENGIE Services U.S. will notify County. The Parties will meet and confer with respect to those Changes, and ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. If the Parties, however, are unable to agree on whether County's disclosed information gives rise to a Change to the Work or an Excusable Event, those disputes are to be resolved in accordance with ARTICLE 19.
- (g) ENGIE Services U.S. contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a pre-existing condition by County prior to the Contract Effective Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Contract Effective Date will constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. ENGIE Services U.S. will prepare and submit all drawings and specifications to County for review. County will review the documents and provide any comments in writing to ENGIE Services U.S. within ten (10) Business Days after receipt of the documents. ENGIE Services U.S. will incorporate appropriate County comments into the applicable drawings and specifications. ENGIE Services U.S. reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases. If County fails to provide written comments within the ten (10) Business Day period, County will be deemed to have no comments regarding the documents.

Section 4.03 Permits. The respective obligations of the Parties in obtaining inspections and permits are as specified in Section 3.01. County will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority. The Contract Amount must be increased by any additional cost incurred by ENGIE Services U.S. due to a Change required by a Governmental Authority and the time required to complete the Work must be increased by the number of additional days required to complete the Work because of a Change imposed by a Governmental Authority.

Section 4.04 Changes During Final Design Phase. If during the design phase an Excusable Event occurs, ENGIE Services U.S. shall have the right to submit a Change Order Request for an equitable extension of time and/or an equitable adjustment in the Contract Amount.

ARTICLE 5. CONSTRUCTION PHASE

Section 5.01 General Provisions. Upon securing the requisite Applicable Permits pursuant to Section 3.01, and completion of Construction Documents, ENGIE Services U.S. will commence the construction of the Project in accordance with the Construction Documents. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, by ENGIE Services U.S. and/or one or more licensed subcontractors qualified to perform the Work.

Section 5.02 ENGIE Services U.S.'s Responsibilities during Construction Phase.

- (a) As an independent contractor to County, ENGIE Services U.S. will provide, or cause to be provided by its subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work. ENGIE Services U.S. will purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the project schedule. ENGIE Services U.S. will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) ENGIE Services U.S. will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to County's operations at the Project Location. ENGIE Services U.S. will provide at least fifteen (15) calendar days' written notice to County of any planned power outages that will be necessary for the construction. ENGIE Services U.S. will cooperate with County in scheduling such outages, and County agrees to provide its reasonable approval of any scheduled outage.
- (c) ENGIE Services U.S. will initiate and maintain a safety program in connection with its Construction of the Project. ENGIE Services U.S. will take reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to: (i) employees of ENGIE Services U.S. and subcontractors performing Work under this Contract; (ii) ENGIE Services U.S.'s property and other materials to be incorporated into the Project, under the care, custody, and control of ENGIE Services U.S. or its subcontractors; and (iii) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. ENGIE Services U.S. will not be responsible for County's employees' safety unless ENGIE Services U.S.'s negligence in the performance of its Work is the proximate cause of the employee's injury.

- (d) ENGIE Services U.S. will provide notice to County of scheduled test(s) of installed equipment, if any, and County and/or its designees will have the right to be present at any or all such tests conducted by ENGIE Services U.S., any subcontractor, and/or manufacturers of the equipment.
- (e) Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, ENGIE Services U.S. will, in advance of excavation, submit to County and/or a registered civil or structural engineer, employed by County, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by County or by the person to whom authority to accept has been delegated by County. Pursuant to California Labor Code §6705, nothing in this Section 5.02(e) imposes tort liability on County or any of its employees.
- (f) Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:
 - (i) ENGIE Services U.S. will promptly, and before the following conditions are disturbed, notify County, in writing, of any:
 - 1) Material that ENGIE Services U.S. believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - 2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to ENGIE Services U.S. before the Contract Effective Date;
 - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
 - (ii) County will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in ENGIE Services U.S.'s cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.
 - (iii) If a dispute arises between County and ENGIE Services U.S., whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in ENGIE Services U.S.'s cost of, or time required for, performance of any part of the Work, ENGIE Services U.S. will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. ENGIE Services U.S. will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.03 County's Responsibilities during Construction Phase.

- (a) County will designate a single-point representative authorized to act on County's behalf with respect to Project construction and/or equipment installation. County may from time to time change the designated representative and will provide written notice to ENGIE Services U.S. of such change. Any independent review of the construction will be undertaken at County's sole expense, and will be performed in a timely manner so as to not unreasonably delay the orderly progress of ENGIE Services U.S.'s Work.
- (b) County will provide a temporary staging area for ENGIE Services U.S., or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. County will provide sufficient space at the Facilities for the performance of the Work and the storage, installation, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. County will provide access to the Facilities, including parking permits and identification tags, for ENGIE Services U.S. and subcontractors to perform the Work during regular business hours, or such other reasonable hours as may be requested by ENGIE Services U.S. and acceptable to County. County will also either provide a set or sets of keys to ENGIE Services U.S. and its subcontractors (signed out per County policy) or provide a readily available security escort to unlock and lock doors. County will not unreasonably restrict ENGIE Services U.S.'s access to Facilities to make emergency repairs or corrections as ENGIE Services U.S. may determine are needed.
- (c) County will maintain the portion of the Project Location that is not directly affected by ENGIE Services U.S.'s Work. County will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of County.

- (d) County will obtain any required environmental clearance from, and any inspections, including special inspections, or permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.
- (e) County will prepare the Project Location for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by County and such documentation made available to ENGIE Services U.S. are the responsibility of County. If ENGIE Services U.S. encounters such unforeseen conditions in the performance of the Work, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) County will remove any Hazardous Substances either known to County prior to the commencement of the Work or encountered by ENGIE Services U.S. during the construction of the Project, if necessary in order for the Work to progress safely, that were not knowingly released or brought to the site by ENGIE Services U.S. ENGIE Services U.S. will respond to the discovery of Hazardous Substances at or around the Project Location during the course of ENGIE Services U.S.'s construction in accordance with Section 5.06.
- (g) County will coordinate the Work to be performed by ENGIE Services U.S. with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that ENGIE Services U.S. will coordinate the Interconnection Facilities work, if any, which will be performed by the local utility.
- (h) County will, and will cause County Persons to, allow ENGIE Services U.S. and its subcontractors access to and reasonable use of necessary quantities of County's water and other utilities, including electrical power, as needed for the construction of the Work, at no cost to ENGIE Services U.S.
- (i) County will, and will cause County Persons to, provide ENGIE Services U.S. and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to ENGIE Services U.S., access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours.
- (j) County will also do the following:
 - (i) Attend the regularly scheduled progress meetings. Participate as needed regarding scheduling of the Work.
 - (ii) When requested by ENGIE Services U.S., participate in the job inspection walk-through with ENGIE Services U.S. to determine Substantial Completion or Beneficial Use of major equipment, and will sign the Certificate(s) of Substantial Completion.
 - (iii) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
 - (iv) Upon the completion of the entire Scope of Work listed in Attachment C, including training, if any, and submission of close-out documents, sign a Certificate of Final Completion for the entire Project.

Section 5.04 Changes.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work will be authorized by a written Change Order. The Change Order should state the change and/or modification to the Scope of Work, any additional compensation to be paid, and any applicable extension of time. ENGIE Services U.S. may, at its election, suspend performance of that portion of the Work affected by any proposed Change until a written Change Order with respect to the Changed or modified Work has been signed by both County and ENGIE Services U.S. ENGIE Services U.S. will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change until such time as the applicable Change Order is resolved. In addition, if any County Person requests a proposal from ENGIE Services U.S. for a Change and County subsequently elects to not proceed with such Change, County agrees that a Change Order will be issued to reimburse ENGIE Services U.S. for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by such County Person.
- (b) Change Orders Requiring Additional Compensation. If during construction any County Person requests changes and/or modifications to the Work, and/or there are Excusable Events, ENGIE Services U.S. shall have the right to submit a Change Order Request for the extra costs caused by such modifications and/or changes and/or Excusable Event. ENGIE Services U.S. will be entitled to submit a Change Order Request for additional compensation.

- (c) Change Orders Requiring Additional Time. If during construction any County Person requests changes and/or modifications to the Scope of Work and/or an Excusable Event occurs, the Parties agree that an equitable extension of time to complete the Work may be necessary. Prior to any extension of time, ENGIE Services U.S. will use commercially reasonable efforts to make up such delays, including authorizing overtime payments; *provided that* County has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.
- (d) Method for Adjustment. An increase or decrease in the Contract Amount and/or time resulting from a Change in the Work and/or Excusable Event must be determined by one or more of the following methods:
 - (i) unit prices set forth in this Contract or as subsequently agreed;
 - (ii) a mutually accepted, itemized lump sum; or
 - (iii) costs calculated on a basis agreed upon by County and ENGIE Services U.S. plus a fee (either a lump sum or a fee based on a percentage of cost) to which the Parties agree.
- (e) Disagreements. If there is a disagreement between County and ENGIE Services U.S. as to whether ENGIE Services U.S. is entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount, those disputes are to be resolved in accordance with the provisions of ARTICLE 19. Pending the resolution of any such dispute, ENGIE Services U.S. may suspend Work.

Section 5.05 Minor Changes to Scope of Work. ENGIE Services U.S. has the authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the Construction Documents, without prior notice to County. ENGIE Services U.S. will either promptly inform County, in writing, of any minor changes made during the implementation of the Project, or make available to County at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) ENGIE Services U.S. will promptly provide written notice to County if ENGIE Services U.S. observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. ENGIE Services U.S. will have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. County will be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. County will comply with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection will execute all generator manifests with respect thereto. ENGIE Services U.S. will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, County will provide ENGIE Services U.S., within ten (10) Business Days after the Contract Effective Date, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Project Location, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (b) County will indemnify, defend, and hold ENGIE Services U.S. harmless from and against any and all Losses that in any way result from, or arise under, such County owned or generated Hazardous Substances, except for liabilities to the extent due to the negligence or willful misconduct of ENGIE Services U.S., or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification will survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of ENGIE Services U.S.'s Work, (iii) may cause ENGIE Services U.S.'s completed Work to be non-compliant with applicable codes, (iv) may prevent County from realizing the full benefits of ENGIE Services U.S.'s Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of ENGIE Services U.S.'s Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, ENGIE Services U.S. will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Scope of Work or an approved Change Order. ENGIE Services U.S., in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with County for additional compensation and, if appropriate, an extension of time.

ARTICLE 6. PROJECT COMPLETION

Section 6.01 Occupancy or Use of Work. County may take occupancy or use of any completed or partially completed portion of the Work at any stage, whether or not such portion is Substantially Complete, *provided* that such occupancy or use is authorized by Governmental Authority and, *provided further*, that County assumes responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. If Substantial Completion of a portion of the Construction Work is not yet achieved, occupancy or use of such portion of the Work will not commence until County's insurance company has consented to such occupancy or use. When occupancy or use of a portion of the Work occurs before Substantial Completion of such portion, County and ENGIE Services U.S. will accept in writing the responsibilities assigned to each of them for title to materials and equipment, payments and Retention with respect to such portion.

Section 6.02 Substantial Completion. When ENGIE Services U.S. considers the Work, or any portion thereof, to be Substantially Complete, ENGIE Services U.S. will supply to County a written Certificate of Substantial Completion with respect to such portion of the Work, including a Punch List of items and the time for their completion or correction. County will within ten (10) Business Days of receipt of the Certificate of Substantial Completion, review such portion of the Work for the sole purpose of determining that it is Substantially Complete, and sign and return the Certificate of Substantial Completion to ENGIE Services U.S. acknowledging and agreeing: (i) that such portion of the Work is Substantially Complete; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion County will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. County agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned.

Section 6.03 Final Completion. When ENGIE Services U.S. considers the entirety of the Work to be Finally Complete, ENGIE Services U.S. will notify County that the Work is fully complete and ready for final inspection. County will inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of ENGIE Services U.S.'s certification that the Work is complete. If County does not verify the Final Completion of the Work within this period, the Work will be deemed fully completed. When County agrees that the Work is fully completed, ENGIE Services U.S. will issue a Certificate of Final Completion, which County must sign. County agrees that its signing of the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. At that time, County will pay ENGIE Services U.S. any remaining Contract Amount due and any outstanding Retention being withheld by County, in accordance with Section 8.03. County may give ENGIE Services U.S. written notice of acceptance of the Work and will promptly record a notice of completion or notice of acceptance in the office of the county recorder in accordance with California Civil Code §9204.

Section 6.04 Transfer of Title; Risk of Loss. Title to all or a portion of the Project equipment, supplies and other components of the Construction Work will pass to County upon the earlier of (i) the date payment for such Project equipment, supplies or components is made by County or (ii) the date any such items are incorporated into the Project Location. ENGIE Services U.S. will retain care, custody and control and risk of loss of such Project equipment, supplies and components until the earlier of Beneficial Use or Substantial Completion. Transfer of title to County will in no way affect County's and ENGIE Services U.S.'s rights and obligations as set forth in other provisions of this Contract. Except as provided in this Section 6.04, after the date of Substantial Completion, ENGIE Services U.S. will have no further obligations or liabilities to County arising out of or relating to this Contract, except for the obligation to complete any Punch List items, the obligation to perform any warranty service under Section 9.01, and obligations which, pursuant to their terms, survive the termination of this Contract.

ARTICLE 7. SUBCONTRACTORS

Section 7.01 Authority to Subcontract. ENGIE Services U.S. may delegate its duties and performance under this Contract, and has the right to enter into agreements with any subcontractors and other service or material providers as ENGIE Services U.S. may select in its discretion to perform the Work. ENGIE Services U.S. will not be required to enter into any subcontracts with parties whom ENGIE Services U.S. has not selected or subcontractors whom ENGIE Services U.S. has objection to using.

Section 7.02 Prompt Payment of Subcontractors. ENGIE Services U.S. will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim under any provision of Applicable Law from arising against any County property, against ENGIE Services U.S.'s rights to payments hereunder, or against County.

Section 7.03 Relationship. Nothing in this Contract constitutes or will be deemed to constitute a contractual relationship between any of ENGIE Services U.S.'s subcontractors and County, or any obligation on the part of County to pay any sums to any of ENGIE Services U.S.'s subcontractors.

Section 7.04 Prevailing Wages. To the extent required by California Labor Code §1771 or other Applicable Law, all employees of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors performing Work at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed. In accordance with California Labor Code §§1773 and 1773.2, County will obtain from the Director of

Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Project Location, and will cause copies of such determinations to be kept on file at its principal office and posted at each Project Location. County will promptly notify ENGIE Services U.S. of any changes to any such prevailing wage determination.

ARTICLE 8. PAYMENTS

Section 8.01 Monthly Progress Payments. Promptly after receipt of County's Notice to Proceed, ENGIE Services U.S. will invoice County for a mobilization payment in the amount of Two Million Three Hundred Fourteen Thousand Seventy-Four Dollars (\$2,314,074.00). This amount must be paid to ENGIE Services U.S. within forty five (45) calendar days after County's receipt of an invoice therefor. County acknowledges that prior to the Contract Effective Date, ENGIE Services U.S. procured solar panels on County's behalf to be installed at the Project Locations. Immediately upon the Contract Effective Date, ENGIE Services U.S. will invoice County for an additional One Million Three Hundred Twelve Thousand Eight Hundred Sixty-Six Dollars (\$1,312,866.00) ("IRA Safe Harbor Payment"). The IRA Safe Harbor Payment must be paid to ENGIE Services U.S. no later than December 31, 2024. Title to the equipment will pass to County upon payment in full of the IRA Safe Harbor Payment invoice. In the event County, for any reason, notifies ENGIE Services U.S. that it will not issue a Notice to Proceed for the Project, ENGIE Services U.S. will refund to County the IRA Safe Harbor Payment within thirty (30) calendar days. In addition, as the Work progresses, ENGIE Services U.S. will submit to County its applications for monthly payments based on the progress made on the Project through the date on which ENGIE Services U.S. submits such Application for Payment. A schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values") is attached hereto as Attachment G. Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Amount. All Applications for Payment will be in accordance with the Schedule of Values.

Section 8.02 Materials Stored Off-Site. In addition to the monthly progress payments specified in Section 8.01, ENGIE Services U.S. may invoice County for materials purchased in advance and not stored at the Project Location. Each such Application for Payment will be accompanied by proof of off-site material purchases, including quantities and model numbers, evidence that the materials have been delivered to a warehouse reasonably acceptable to County and evidence of appropriate insurance coverage. ENGIE Services U.S. will furnish to County written consent from the Surety approving the advance payment for materials stored off site. County will pre-pay one hundred percent (100%) of ENGIE Services U.S.'s Application for Payment for the materials delivered, less Retention as indicated in Section 8.03. ENGIE Services U.S. will protect stored materials from damage. Damaged materials, even though paid for, will not be incorporated into the Work.

Section 8.03 Retention. County, or its designee, must approve and pay each Application for Payment, less a retention amount ("Retention") of five percent (5%) in accordance with California Public Contract Code §7201, within forty-five (45) calendar days after its receipt of the Application for Payment; *provided, however*, that there is to be no Retention with respect to the mobilization payment or the IRA Safe Harbor Payment. A failure to approve and pay an Application for Payment in a timely manner is a material default by County under this Contract. County may make progress payments in full without Retention at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Upon Substantial Completion, the Retention must be reduced to two percent (2%) of the Contract Amount, and ENGIE Services U.S. may invoice and County will pay this amount. County will pay ENGIE Services U.S. the remaining two percent (2%) Retention amount upon achieving Final Completion. In lieu of Retention being held by County, ENGIE Services U.S. may request that securities be substituted or Retention be held in an escrow account pursuant to California Public Contract Code §22300.

Section 8.04 Final Payment. The final Application for Payment may be submitted after Final Completion. The final payment amount must also include payment to ENGIE Services U.S. for any remaining Retention withheld by County, which shall be paid within sixty (60) days of receipt of the final Application for Payment.

Section 8.05 Disputed Invoices/Late Payments. County may in good faith dispute any Application for Payment, or part thereof, within fifteen (15) calendar days after the date the Application for Payment was received by County. If County disputes all or a portion of any Application for Payment, County will pay the undisputed portion when due and provide ENGIE Services U.S. a written notice and explanation of the basis for the dispute and the amount of the Application for Payment being withheld related to the dispute. County will be deemed to have waived and released any dispute known to it with respect to an Application for Payment if such notice and written explanation is not provided within fifteen (15) calendar days after the date the Application for Payment was received by County. If any amount disputed by County is finally determined to be due to ENGIE Services U.S., either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 19 below, it will be paid to ENGIE Services U.S. within ten (10) Business Days after such final determination, plus Interest from the date billed or claimed until such amount is paid. . Late payments will accrue Interest from the due date until paid.

Section 8.06 Rebate Programs. ENGIE Services U.S. makes no guarantee that County will receive funding from any energy efficiency rebate, incentive, and/or loan program(s), including the Inflation Reduction Act (collectively, "Incentive Funds"), or any portion thereof; ENGIE Services U.S. expressly disclaims any liability for County's failure to

receive any portion of the Incentive Funds, and County acknowledges and agrees that ENGIE Services U.S. will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

ARTICLE 9. WARRANTY / LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS ARTICLE 9, ENGIE SERVICES U.S. MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. COUNTY WILL HAVE NO REMEDIES AGAINST EITHER ENGIE SERVICES U.S. OR ANY ENGIE SERVICES U.S. SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW. SPECIFICALLY, NEITHER ENGIE SERVICES U.S., NOR ENGIE SERVICES U.S.'s SUBCONTRACTORS OR VENDORS, WILL BE LIABLE TO COUNTY FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

Section 9.01 ENGIE Services U.S. warrants to County that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. ENGIE Services U.S. further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("ENGIE Services U.S. Warranty"). Notwithstanding the preceding sentence, the date the ENGIE Services U.S. Warranty commences with respect to a specific piece or pieces of equipment may be further defined in Attachment C.

Section 9.02 Equipment and material warranties that exceed the ENGIE Services U.S. Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to County, after the one (1) year period. During the ENGIE Services U.S. Warranty period, ENGIE Services U.S. will be County's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the ENGIE Services U.S. Warranty period, ENGIE Services U.S., or ENGIE Services U.S.'s subcontractors, will correct its defects, and/or ENGIE Services U.S. will work with the equipment or material manufacturer as County's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of County. If a warranty issue arises on any equipment or material installed after the ENGIE Services U.S. Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, County will contact the manufacturer directly to resolve such warranty issues and County acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 The warranties in this ARTICLE 9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than ENGIE Services U.S. or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ENGIE Services U.S. subcontractor, improper use or operation, or normal wear and tear under normal usage. ENGIE Services U.S. shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, ENGIE Services U.S. will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

Section 9.04 County and ENGIE Services U.S. have discussed the risks and rewards associated with this Project, as well as the Contract Amount to be paid to ENGIE Services U.S. for performance of the Work. County and ENGIE Services U.S. agree to allocate certain of the risks so that, to the fullest extent permitted by Applicable Law, ENGIE Services U.S.'s total aggregate liability to County and all third parties is limited to the Contract Amount for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 10.01 Ownership of Certain Proprietary Property Rights.

- (a) Ownership: Except as expressly provided in this Contract, County will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade

secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. ENGIE Services U.S. will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.

- (b) License: Solely in connection with the Facilities, ENGIE Services U.S. grants to County a limited, perpetual, royalty-free, non-transferrable license for any ENGIE Services U.S. intellectual property rights necessary for County to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) Ownership and Use of Instruments of Service. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "Instruments of Service") furnished directly or indirectly, in writing or otherwise, to County by ENGIE Services U.S. under this Contract will remain ENGIE Services U.S.'s property and may be used by County only for the Work. ENGIE Services U.S. will be deemed the author and owner of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by County or any County Person for future additions or alterations to the Project or for other projects, without the prior written agreement of ENGIE Services U.S. Any unauthorized use of the Instruments of Service will be at County's sole risk and without liability to ENGIE Services U.S. If County uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of ENGIE Services U.S., County agrees to waive and release, and indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities on the Contract Effective Date will remain the property of County even if such equipment or materials are replaced or their operation made unnecessary by work performed by ENGIE Services U.S. If applicable, ENGIE Services U.S. will advise County in writing of all equipment and materials that will be replaced at the Facilities and County will, within five (5) Business Days of ENGIE Services U.S.'s notice, designate in writing to ENGIE Services U.S. which replaced equipment and materials should not be disposed of off-site by ENGIE Services U.S. (the "Retained Items"). County will be responsible for and designate the location and storage for the Retained Items. ENGIE Services U.S. will be responsible for the disposal of replaced equipment and materials, except for the Retained Items. ENGIE Services U.S. will use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. ENGIE Services U.S. will not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

ARTICLE 11. INDEMNIFICATION / LIMITATION ON LIABILITY

Section 11.01 Indemnification. To the fullest extent permitted by Applicable Laws, each Party will indemnify, hold harmless, release and defend the other Party, its officers, employees, and agents from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature ("Losses") that may be asserted by any person or entity, to the extent arising out of that Party's performance or activities hereunder, including the performance or activities of other persons employed or utilized by that Party in the performance of this Contract, excepting liabilities to the extent due to the negligence or willful misconduct of the indemnified party. This indemnification obligation will continue to bind the Parties after the termination of this Contract. This Agreement shall in no way act to abrogate or waive any immunities available to County under the Tort Claims Act of the State of California or California Government Code section 810 et seq.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party will be limited to direct, actual damages. Neither Party shall be liable to the other Party for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense.

ARTICLE 12. INSURANCE / BONDS

Section 12.01 ENGIE Services U.S. Insurance. ENGIE Services U.S. will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined in (a) through (f) below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to County via an insurance certificate.

- (a) Workers' Compensation/Employers Liability for states in which ENGIE Services U.S. is not a qualified self-insured. Limits as follows:

*	Workers' Compensation:	Statutory
*	Employers Liability:	Bodily Injury by accident \$1,000,000 each accident
		Bodily Injury by disease \$1,000,000 each employee

Bodily Injury by disease \$1,000,000 policy limit

(b) Commercial General Liability insurance with limits of:

- * \$2,000,000 each occurrence for Bodily Injury and Property Damage
- * \$4,000,000 General Aggregate - other than Products/Completed Operations
- * \$2,000,000 Products/Completed Operations Aggregate
- * \$2,000,000 Personal and Advertising Injury
- * \$ 100,000 Damage to premises rented to ENGIE Services U.S.

Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 0001 (04/13) or its equivalent forms, without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest or (2) explosion, collapse, underground hazard.

(c) Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

(d) Professional Liability insurance with limits of:

- * \$1,000,000 per occurrence
- * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

(e) Umbrella/Excess Liability Insurance. Limits as follows:

- * \$1,000,000 each occurrence
- * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

(f) Policy Endorsements.

- * The insurance provided for Workers' Compensation and Employers' Liability above will contain waivers of subrogation rights against County, but only to the extent of the indemnity obligations contained in this Contract.
- * The insurance provided for Commercial General Liability and Auto Liability above will:
 - (i) include County as an additional insured with respect to Work performed under this Contract, but only to the extent of the indemnity obligations contained in this Contract, and
 - (ii) provide that the insurance is primary coverage with respect to all insureds, but only to the extent of the indemnity obligations contained in this Contract.

Section 12.02 County's Insurance. County will maintain, or cause to be maintained, for the duration of this Contract, the insurance coverage outlined below, and all such other insurance as required by Applicable Law. Evidence of coverage will be provided to ENGIE Services U.S. via an insurance certificate.

(a) Commercial General Liability insurance, written on an occurrence form, with limits of:

- * \$2,000,000 each occurrence for Bodily Injury and Property Damage; and
- * \$4,000,000 General Aggregate

(b) The insurance provided for above will contain waivers of subrogation rights against ENGIE Services U.S., but only to the extent of the indemnity obligations contained in this Contract..

Section 12.03 Waivers of Subrogation. The Parties waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this ARTICLE 12 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Parties and their respective property damage insurers also waive all rights of subrogation against the other Party, its directors, officers, agents and employees. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

Section 12.04 Performance and Payment Bonds. Prior to commencing Work under this Contract, ENGIE Services U.S. will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to

one hundred percent (100%) of the Contract Amount (collectively, the “Contract Bonds”). The Contract Bonds shall be maintained in full force and effect until Final Completion; provided that upon the achievement of Substantial Completion, the value of the Contract Bonds shall be reduced to the value of the Retainage being withheld by County. The Contract Bonds are not being furnished to cover the performance of any Professional Services, including any energy guaranty or guaranteed savings under this Contract, nor to cover any equipment and/or material manufacturer’s warranty or other third-party warranty being assigned to County. County agrees that upon Final Completion and expiration of the ENGIE Services U.S. Warranty period set forth in Article 9 herein, the Contract Bonds shall be returned to ENGIE Services U.S., and all obligations arising thereunder are terminated and the surety company that issued the bond is forever discharged from any and all liabilities of whatever nature arising in connection with the Contract Bonds.

ARTICLE 13. DOE GUIDELINES; ENERGY POLICY ACT

Section 13.01 As authorized by §1605(b) of the Energy Policy Act of 1992 (Pub. L. No. 102-486) the U.S. Department of Energy has issued, and may issue in the future, guidelines for the voluntary reporting of Greenhouse Gas emissions (“DOE Guidelines”). “Greenhouse Gases” means those gases and other particles as defined in the DOE Guidelines. County hereby assigns and transfers to ENGIE Services U.S., and its Affiliates and assigns, any Greenhouse Gas emission reduction credits that result from the Work.

ARTICLE 14. MUNICIPAL ADVISOR / TAX ADVISOR

Section 14.01 THE PARTIES ACKNOWLEDGE AND AGREE THAT ENGIE SERVICES U.S. IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO County WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT COUNTY BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. ENGIE SERVICES U.S. IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO COUNTY OR THE PROVISION OF INFORMATION TO COUNTY. COUNTY WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR COUNTY’S SITUATION.

Section 14.02 The Parties acknowledge and agree that ENGIE Services U.S. is not a tax advisor and cannot give advice to County with respect to the Inflation Reduction Act and any funds the County may be eligible for thereunder. County must consult its own tax and legal advisors with regard thereto.

ARTICLE 15. TRADE SECRETS

If any materials or information provided by ENGIE Services U.S. to County under this Contract are designated by ENGIE Services U.S. as a “trade secret” or otherwise exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the “Act”) and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than five (5) calendar days) after receipt of such request, County will notify ENGIE Services U.S. of such request and advise ENGIE Services U.S. whether County believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Within ten (10) calendar days after a third party’s request for disclosure of materials under the Act, ENGIE Services U.S. will (i) authorize County to release the documents or information sought; or (ii) if ENGIE Services U.S. reasonably believes that the information is exempt from disclosure, advise County not to release the materials.

ARTICLE 16. EVENTS OF DEFAULT

Section 16.01 Events of Default by ENGIE Services U.S. Each of the following events or conditions will constitute an “Event of Default” by ENGIE Services U.S.:

- (i) any substantial failure by ENGIE Services U.S. to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to ENGIE Services U.S. demanding that such failure to perform be cured; *provided* that (y) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract, and (z) if such cure cannot be effected in thirty (30) calendar days, ENGIE Services U.S. will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by ENGIE Services U.S. in this Contract which was false or misleading in any material respect when made.

Section 16.02 Events of Default by County. Each of the following events or conditions will constitute an “Event of Default” by County:

- (i) any substantial failure by County to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to County demanding that such failure to perform be cured; *provided* that (y) such

failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; and (z) if such cure cannot be effected in thirty (30) calendar days, County will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or

- (ii) any representation or warranty furnished by County in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by County to pay any amount to ENGIE Services U.S. which is not paid within ten (10) calendar days after written notice from ENGIE Services U.S. that the amount is past due.

ARTICLE 17. REMEDIES UPON DEFAULT

Section 17.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, unless such Event of Default has been cured within the applicable time periods for a cure set forth in ARTICLE 16, the non-defaulting Party may terminate this Contract by providing three (3) Business Days' written notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' written notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party will promptly return to the other all papers, materials, and property of the other held by such Party in connection with this Contract. Each Party will also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, ENGIE Services U.S. will be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 17.02 Remedies Upon Default by ENGIE Services U.S. If an Event of Default by ENGIE Services U.S. occurs, County will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by ENGIE Services U.S. and/or damages, which will include County's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 17.03 Remedies upon Default by County. If an Event of Default by County occurs, ENGIE Services U.S. will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19 including, without limitation, terminating this Contract or recovering amounts due and unpaid by County, and/or damages which will include ENGIE Services U.S.'s reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

ARTICLE 18. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 18.01 Excusable Events. If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any Excusable Event, such circumstance will not constitute an Event of Default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Contract as a result of an Excusable Event.

Section 18.02 Utility Work. County expressly understands and agrees that Excusable Events may occur due to Interconnection Facilities work that may need to be performed by the local electric utility ("Utility") in order for ENGIE Services U.S. to fully implement the Project. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

ARTICLE 19. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section 19.01 Governing Law. This Contract is governed by and must be interpreted under the laws of the State where the Work is performed, without regard to the jurisdiction's choice of law rules.

Section 19.02 Initial Dispute Resolution. If a dispute arises out of or relates to this Contract, the transaction contemplated by this Contract, or the breach of this Contract (a "Dispute"), either Party may initiate the dispute resolution process set forth in this ARTICLE 19 by giving notice to the other Party. The Parties will endeavor to settle the Dispute as follows:

- (i) *Field Representatives' Meeting*: Within fifteen (15) Business Days after notice of the Dispute, ENGIE Services U.S.'s senior project management personnel will meet with County's project representative in a good faith attempt to resolve the Dispute.
- (ii) *Management Representatives' Meeting*: If ENGIE Services U.S.'s and County's project representatives fail to meet, or if they are unable to resolve the Dispute, senior executives for ENGIE Services U.S. and for County, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of ENGIE Services U.S. and County are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation in accordance with Section 19.03.

Section 19.03 Mediation. If the Dispute is not settled pursuant to Section 19.02, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator. If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration, as described in Section 19.04. Either Party may initiate arbitration proceedings by notice to the other Party and the American Arbitration Association.

Section 19.04 Arbitration Proceedings. The following provisions apply to all arbitration proceedings pursuant to this ARTICLE 19:

- (i) The place of arbitration will be the American Arbitration Association office closest to where the Work was performed.
- (ii) One arbitrator (or three arbitrators if the monetary value of the Dispute is more than \$2,000,000) (the "Arbitral Panel") will conduct the arbitral proceedings in accordance with the Commercial Arbitration Rules and Mediation Procedures (Excluding the Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association currently in effect ("Arbitration Rules"). To the extent of any conflicts between the Arbitration Rules and the provisions of this Contract, the provisions of this Contract prevail.
- (iii) The Parties will submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply. In the discretion of the Arbitral Panel, the production of additional documents that are relevant and material to the determination of the Dispute may be required.
- (iv) The Arbitral Panel does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails. Each Party will pay its own costs of legal representation and witness expenses.
- (v) The award must be in the form of a reasoned award.
- (vi) The Dispute will be resolved as quickly as possible. The Arbitral Panel will endeavor to issue the arbitration award within six (6) months after the date on which the arbitration proceedings were commenced.
- (vii) The award will be final and binding and subject to confirmation and enforcement proceedings in any court of competent jurisdiction.

Section 19.05 Multiparty Proceeding. Either Party may join third parties whose joinder would facilitate complete resolution of the Dispute and matters arising from the resolution of the Dispute.

Section 19.06 Lien Rights. Nothing in this ARTICLE 19 limits any rights or remedies not expressly waived by ENGIE Services U.S. that ENGIE Services U.S. may have under any lien laws or stop notice laws.

ARTICLE 20. REPRESENTATIONS AND WARRANTIES

Section 20.01 Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

- (ii) the execution, delivery, and performance of this Contract have been duly authorized by its governing body, or are in accordance with its organizational documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (iii) the execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, awards or permits which would materially and adversely affect its ability to perform hereunder.

ARTICLE 21. NOTICE

Any notice required or permitted hereunder will be deemed sufficient if given in writing and delivered (i) personally, (ii) by email, (iii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO ENGIE SERVICES U.S.: ENGIE Services U.S. Inc.
500 12th Street, Suite 300
Oakland, CA 94607
Tel:
Attention: Logan Ahlgren, Project Manager
Email: logan.ahlgren@engie.com

With a COPY TO: Legal Department
ENGIE Services U.S. Inc.
35 North Lake Avenue, Suite 900
Pasadena, CA 91101-1892
Attention: Contract Analyst Senior
Tel: 626-377-4948

TO County: County of Monterey
168 W. Alisal Street
Salinas, CA 93901
Attention:
Tel:
Email:

With a COPY TO: Office of _____

Street Address
City, State, Zip
Attention:
Tel:
Email:

ARTICLE 22. CONSTRUCTION OF CONTRACT

This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it will not be construed for or against either Party, but will be construed in a manner that most accurately reflects the intent of the Parties as of the Contract Effective Date. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial, or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

ARTICLE 23. CHOICE OF LAW

THE INTERPRETATION, VALIDITY AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

ARTICLE 24. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

ARTICLE 25. NO WAIVER

The failure of ENGIE Services U.S. or County to insist upon the strict performance of this Contract will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ENGIE Services U.S. or County.

ARTICLE 26. SEVERABILITY

If any clause or provision of this Contract or any part thereof becomes or is declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract will continue in full force and effect without said provisions; *provided that* no such severability will be effective if it materially changes the benefits or obligations of either Party hereunder.

ARTICLE 27. HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

ARTICLE 28. COUNTERPARTS; INTEGRATION

This Contract may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Delivery of an executed counterpart of a signature page of this Contract by email will be effective as delivery of a manually executed counterpart of this Contract.

[the Parties' signatures appear on the following page]

SIGNATURE PAGE

IN WITNESS WHEREOF, County and ENGIE Services U.S. have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____
DocuSigned by:
By: Charles R. Harris
Department Head (if applicable)
Date: 12/9/2024 | 9:06 AM PST

Approved as to Form
County Counsel
Susan K. Blich, Acting County Counsel

Signed by:
By: Michael Whilden
County Counsel
Date: 12/2/2024 | 9:18 AM PST

Approved as to Fiscal Provisions
By: _____
Auditor/Controller
Date: _____

Approved as to Liability Provisions
Office of the County Counsel-Risk Management
Signed by:
By: David Bolton
David Bolton, Risk Manager
Date: 12/2/2024 | 9:30 AM PST

ENGIE SERVICES U.S. INC.

DocuSigned by:
By: Courtney Jenkins
(Signature of Chair, President or Vice-President)
Date: 11/27/2024

DocuSigned by:
By: Derron Gunderman
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Date: 11/27/2024

County Board of Supervisors' Agreement No. _____ approved on _____

* INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

ATTACHMENT A
FACILITIES

(a) The following County Facilities are included under the Scope of Work as listed below:

Facility	Address	Square Feet
Natividad Medical Center	1441 Constitution Blvd., Salinas, CA 93906	455,000

DRAFT

ATTACHMENT B

Not Used

ATTACHMENT C**SCOPE OF WORK**

California State Contractor's License Number 995037
California Public Works Contractor Registration Number 1000001498

Energy Conservation Measures to Be Implemented

ECM #	Description
1	Solar Generating Facilities
2	Electric Vehicle (EV) Charging Stations

ECM 1: SOLAR GENERATING FACILITIES

The table below lists the locations for the solar photovoltaic (PV) installations and the structure types:

Facility	Est. kWdc	Solar PV Structure	PG&E Meter Number
Natividad Medical Center	2,722	Canopy, Ground Mount	1010019019

General Scope of Work

1. Prepare and submit design drawings to County for approval and to the local Utility as required.
2. Prepare and submit design site plans and Geologic and Seismic Hazards Assessment reports to the California Geological Survey (CGS) for Natividad Medical Center.
3. Provide geotechnical evaluations necessary for design requirements for all sites.
4. ENGIE Services U.S. will submit the project for permitting review to the County of Monterey Building Department, City of Salinas, and City of Salinas Fire Department as required. No permitting fees have been included in the Scope of Work for these Authorities Having Jurisdiction (AHJs).
5. ENGIE Services U.S. will submit only the portion of the Natividad Medical Center project that is subject to the Department of Health Care Access and Information (HCAI) to HCAI for permitting approval. It is expected that only the solar interconnection to the main switchgear will be subject to HCAI review or approval. HCAI permitting fees have been included in the Scope of Work.
6. Provide geotechnical evaluations necessary for design requirements.
7. Provide Utility interconnection drawings and management services.
8. Provide and coordinate installation of the revenue grade Net Generation Output Meter (NGOM) and Net Energy Meter (NEM) metering.
9. Procure materials and equipment necessary for construction.
10. Provide all project management and construction management necessary for a full and complete installation.
11. Provide labor, supervision and coordination with County for the installation of photovoltaic (PV) modules and supporting structures, electrical distribution and control systems.
12. Provide and install PV modules and all necessary mounting hardware for each system.
13. Provide and install inverters and all necessary electrical equipment and conduits to connect to the electrical switchgear or meter. Electrical shutdowns are anticipated at each site. Time of shutdown will be coordinated with the County and may include weeknights and weekends. Shutdowns will not be scheduled during regular working hours. Coordination with use of existing on-site permanent generators will be provided. No provision of temporary generators, additional generators, or fuel for generators has been included in the Scope of Work.
14. Provide and install solar canopy and ground mount structures to offset electrical consumption at the one (1) location in the table above.
 - a. Canopy: The canopy structure design will include a painted canopy structure that has a seven (7) degree tilt and is thirteen feet six inches (13'-6") clear of grade level on the low side and a pier depth of thirteen feet (13') deep. The canopy structure design assumes no de-watering, benching, shoring, or casing. The paint color shall be selected by County and may be any color other than white. No galvanized coating is included in this Scope of Work.
 - b. Ground Mount: The ground mount racking design will be a fixed tilt, non-painted system with a twenty-five (25) degree tilt and two foot (2') clearance between the ground and the low edge of the module. The ground mount system design assumes piers will be installed to a maximum depth of eight feet (8') and that there will be no underground obstructions or refusal, de-watering, benching, shoring, or casing. No grading has been included in the scope of work. Brush and vegetation within the area of the

array shall be removed prior to construction start. No ongoing removal of vegetation or weed trimming has been included in the Scope of Work.

15. ENGIE Services U.S. has assumed that work at Natividad Medical Center will occur in phases. For the installation of the canopy systems, no more than any one (1) parking lot shall be fenced off for construction at any time. No additional mobilizations, remobilizations, or phasing of work have been included in the Scope of Work. ENGIE Services U.S. shall coordinate any moving of temporary fencing with Natividad Medical Center to minimize impact on site operations.
16. A total of five (5) existing Emergency Call Poles at Natividad Medical Center in Parking Lots B, C, F, M, and N will have their existing solar panels covered by the new PV canopy arrays. ENGIE Services U.S. shall bring new 120 Volt power to these five (5) poles to ensure their continued operation. ENGIE Services U.S. shall provide power to these poles, provide and install two (2) power supplies to the existing cellular device and strobe light on each pole, and test the continued operation of each pole. Power will be brought from the nearest building to each pole. It is assumed that sufficient power and breaker space is available at the nearest building to each emergency pole.
17. DC wiring and AC wiring within the solar canopies and roof mount structures shall be copper wire. Aluminum wire will be used from each system's AC combiner to the main point of contact at the site's electrical switchgear.
18. Provide and install one (1) spare two (2) inch conduit to each grouping of canopies for future infrastructure. The spare conduit shall be installed from the electrical main point of interconnection and shall terminate at the AC combiner for any grouping of canopies.
19. Provide and install four (4) step-up transformers at Natividad Medical Center for a Medium Voltage tie-in, with new equipment pads.
20. Provide and install new LED lighting fixtures (RAB PRT42N or equivalent) at every canopy bay. .
21. Provide lighting fixture, pole, and bollard removal for the canopy installations, returning the light fixtures and poles to the County. Quantities are shown below:

Site	Quantity Lights and Bollards Removed
Natividad Medical Center	56
Total	56

22. Provide as-built drawings and Operations and Maintenance manuals in electronic format upon project completion.
23. Provide miscellaneous backfill and restoration of landscaping in areas of work.
24. Start-up, test, and commission the systems in accordance with design plans and applicable industry standards.
25. Secure the Project Location and provide traffic redirection during rifting operations, and during the move-in and move-out of large equipment. County will assist with the foregoing site logistics by coordinating access and scheduling with ENGIE Services U.S.

PV Layouts

Schematic engineering layouts are included in Appendix 2. These schematic engineering layouts and the electrical routing related to them are subject to change due to field conditions and upon completion of final engineering.

Tree Removal and Replacement

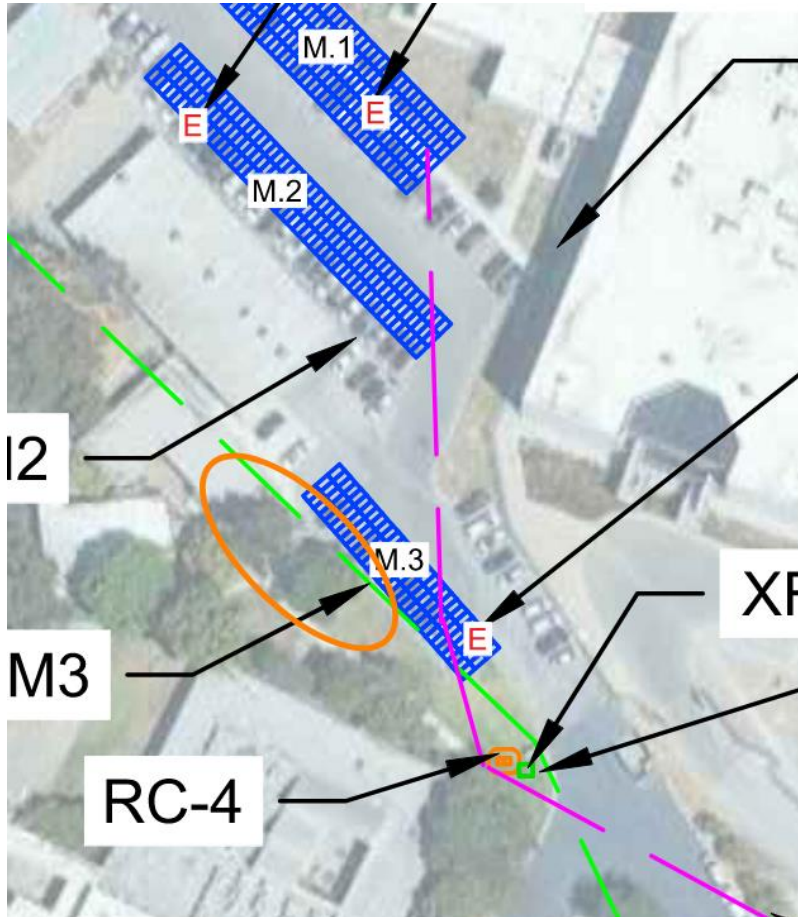
The quantities of trees that need to be removed are identified in the table below and are based on the current PV layouts. The total quantity of new trees to be planted are identified in the table below. Locations of new trees shall be determined with the County. It is assumed that any location for new trees shall have existing irrigation. No provision for new irrigation or extension of irrigation systems have been included in the Scope of Work. A landscape architect shall be utilized by ENGIE Services U.S. to provide detailed drawings showing the trees to be removed and specifying size, type, and location of all new trees. New trees shall be sized to be installed in no larger than twenty-four inch (24") tree boxes and shall be provided at 8' in height.

Site Name	Quantity of Trees Removed	Quantity of Trees Trimmed	Quantity of Trees Replanted
Natividad Medical Center	95	4	95
Total	95	4	95

In order to ensure maximum guaranteed solar PV system generation, the County will be responsible for regular tree trimming and maintenance of the trees as circled in orange the in the layouts below to not grow above thirty feet (30') in height and maintain ten feet (10') of horizontal distance from the edge of the array. ENGIE Services U.S. is responsible for any initial trimming required at the start of construction.

DRAFT

Natividad Medical Center



Tree removal as noted in the table above includes stump grinding.

Inclusions

- Permanent six foot (6') tall galvanized chain-link fencing enclosures around PV electrical equipment as required and around the two (2) ground mounted arrays at Natividad Medical Center. No privacy slats have been included in the Scope of Work.
- Provide and install one (1) weather station.

Exclusions

- Any permanent chain-link fencing not specifically identified in the above scope of work. Any iron rod, black coated, or decorative fencing, or any privacy slats on fencing. All fencing is assumed to be galvanized steel. If County prefers any other material for fencing, this will result in a Change Order to the Scope of Work.
- Building or improvement of fire access roads.
- Casings for the piers as a result of caving.
- Security cameras.
- Costs for accessibility upgrades, if required, are not included.
- Grading of the area. Solar shall be mounted on existing terrain.
- Rock drilling or boring through rocky soil conditions.
- Costs for Utility upgrades, if required, are not included.
- Provision of, modifications to, or additions to fire life safety systems, including but not limited to fire alarm systems, fire sprinklers, and alarm speaker systems.
- No allowance has been made for screening, bird spikes, or other mitigations to eliminate nesting or occupation of wildlife on or within major equipment. Wildlife debris cleanup is excluded.
- New tree planting will not have new irrigation systems. Hand watering will be the responsibility of County, if required.

- Remediation and/or removal of hazardous materials, hazardous wastes, or spoils are not included.

ECM 2: EV CHARGING STATIONS

The table below lists the locations and quantities for the electric vehicle (EV) charging stations. :

Facility	EV Charging Station Description	EV Charging Station kW Output	# of Ports
Natividad Medical Center	Dual Port Level 2	20.8 kW (10.4 kW per port)	24

The EV charging stations provide a maximum power output of 20.8 kW per charging station, with a maximum power output of 10.4 kW per port if both ports are used simultaneously.

ENGIE Services U.S. shall provide and install all components required to make the following quantities of parking stalls "EV-Ready" per the table below in accordance with local applicable code, including any required breakers, panel boards, and conduits. The circuits for the EV-Ready parking spaces shall terminate in a suitable termination point such as a receptacle, junction box, or electric vehicle supply equipment, and shall be located in close proximity to the proposed location of the EV parking spaces. The circuit shall have no other outlets. The service panel shall include an overcurrent protective device and provide sufficient capacity and space to accommodate the circuit and over-current protective device and be located in close proximity to the proposed location of the EV parking spaces.

Facility	# of EV-Ready Parking Stalls
Natividad Medical Center	48

General Scope of Work

1. ENGIE Services U.S. will create CAD maps of system locations where necessary for design requirements.
2. Prepare and submit design drawings to County for approval.
3. ENGIE Services U.S. will secure the Project Location and provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment. County will assist with the foregoing site logistics by coordinating access and scheduling with ENGIE Services U.S.
4. Provide labor, supervision and coordination with County for the installation of EV Chargers and supporting structures, electrical distribution and control systems.
5. Provide and install temporary fencing during construction.
6. Supply and install dual port, integrated auto-retract cable system charging station model number ChargePoint CP6021B-50A-L5.5 commercial station 12kW Charger (240V AC @50A), including all materials and equipment necessary for installation.
7. EV charging stations where possible shall be mounted to existing hardscape.
8. Furnish and install all power and data cabling and conduit for each of the power cabinets, dispensers and chargers detailed above.
9. All power cables shall be copper and installed in metallic conduit.
10. Hard-wired data connections to the County's IT network are excluded.
11. Furnish and install equipment pads and mounting hardware for the dispensers.
12. The wiring for each unit is to be determined from each charger datasheet and recommendations.
13. Wiring between each system's charging stations shall be with copper or aluminum wire. Aluminum wire will be used from each system's AC combiner to the main point of connection at the site's electrical switchgear.
14. Include any trenching or concrete work required to feed the wiring.
15. All underground utility locating is included.
16. Locate, protect and avoid existing underground utilities in the new conduit paths.
17. Coordinate billing parameter and website setup between vendor and County.
18. Provide and install step-up transformer per the following table. Transformers shall be installed at grade level, with new equipment pads and shall be enclosed by 6' tall galvanized chain link fence with no slats at the Project Site as identified in Appendix 2 – Provisional Solar PV and EV Charger Layouts.

Facility	EV Charging Station Transformers
Natividad Medical Center	Three (3) step-up 208/120 Volt to 480 Volt transformers

19. Provision of safety and security measures shall be provided as required by and coordinated with the County.
20. The schedule assumes work will be allowed to proceed year-round in a continuous manner. All construction activities shall be coordinated with County around site schedules and operation.

EV Layouts

Schematic engineering layouts are included in Appendix 2. These schematic engineering layouts and the electrical routing related to them are subject to change due to field conditions and upon completion of final engineering.

EV Charging Management Software

1. ENGIE Services U.S. will install a ChargePoint management application to monitor and control the Level 2 EV chargers. ENGIE Services U.S. will be responsible for all necessary material, equipment (except as excluded below), labor, management and commissioning to provide a fully functioning monitoring system at each site listed on the table above.
2. County will have full access to the data captured from the EV chargers that records usage for billing. County can also enable viewing restrictions to specific chargers for purposes of selectively sharing data with users.
3. Following installation and commissioning, County will be solely responsible for use, functionality and capabilities of the software, including any ongoing usage fees.
4. Yearly licensing and billing fees for the EV charging stations will be the responsibility of County.
5. A prepaid 5-year Commercial Cloud Plan service subscription from ChargePoint for account management is included per charger.
6. Ongoing maintenance is the responsibility of County.
7. This Scope of Work assumes that cellular connection strength is adequate to support the chargers' network communications.
8. In the event that ENGIE Services U.S. determines that there is not sufficient capacity for the EV charging scope at any particular site, ENGIE Services U.S. will notify the County promptly, and ENGIE will determine what next steps may be required.

Exclusions

1. Any and all electrical upgrades to increase capacity to enable connection of EV charging except where specified in the Scope of Work section above. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.
2. Permanent fencing unless otherwise stated in specific Scope of Work sections.
3. Bollards, signage, and parking lot restriping are excluded.
4. Any ADA upgrades to new or existing parking stalls is excluded.
5. Installation of new security cameras or modifications to existing security cameras is excluded.
6. Asphalt patching or restriping, except where specified in the Scope of Work section above, is excluded. All asphalt patching and restriping to return the parking lots and other areas of work to their original conditions is in the Scope of Work, as noted in the section above.
7. Additional monitoring system equipment including ports, extenders or other hardware is excluded.
8. Landscaping in areas not directly affected by the ENGIE Services U.S.' work.
9. Repair or replacement of damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify a County representative.
10. With respect to new equipment connecting to the Facilities' existing electrical distribution systems, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. The County is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.
11. Painting of conduits or other surfaces, unless specified in the EV Charging Site Specific Scope sections.

General Project Exclusions and Clarifications Applicable to All Scopes:

- ENGIE Services U.S. will be responsible for obtaining and paying for any required Building, Mechanical, and Electrical Permits.
- County of Monterey, City of Salinas, and City of Salinas Fire Department AHJ permitting fees are not included. HCAI permitting fees are included.
- The County will be responsible for hiring and paying for all inspectors and testing laboratories.
- ADA, Fire Life Safety, and other work required as a result of AHJ submission is excluded, except as noted above.

- ENGIE Services U.S. has assumed Construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions, except as noted above.
- Remediation and/or removal and disposal of Hazardous Substances, including asbestos containing materials, to be by County. If ENGIE Services U.S. encounters material suspected to be hazardous, ENGIE Services U.S. will notify County representative and stop further work in the area until the material is removed.
- CEQA or other environmental studies, if required, will be the responsibility of County.
- Public Hearings, if required, will be the responsibility of County.
- ENGIE Services U.S. will require the assistance of County personnel to secure the Project Location and to provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.
- No allowance has been made for structural upgrades to existing structures, except as specifically set forth in this Scope of Work.
- No temporary heating or cooling services are included for the duration of planned power shutoffs for the purpose of Utility interconnection. ENGIE Services U.S. will attempt to phase construction in such a way as to avoid complete interruptions of service. If temporary facilities including but not limited to power, phone lines, heating, or cooling are required, they will be provided by the County at no cost to ENGIE Services U.S.
- No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
- ENGIE Services U.S. standard construction means and methods will be used.
- County will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for ENGIE Services U.S. and ENGIE Services U.S.'s subcontractor vehicles in parking lots at the Facilities.
- Work will be performed during normal work hours; no overtime hours are included in the Contract Price except as noted above.
- The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. ENGIE Services U.S. will not be responsible for repairs or upgrades to existing systems that are not functioning properly or compliant with current codes. No allowances have been made to bring existing systems up to code. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.
- No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify County representative.
- No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation.
- The PV shade structure is not weather tight and will not provide shelter from rain.
- Installing water hose bibs for washing the panels is excluded.
- Parking lot repairs are excluded, except to the extent of damage caused by ENGIE Services U.S. or its subcontractors.
- Modifications to or replacement of existing electrical switchgears or panelboards are excluded. ENGIE Services U.S. is not aware of any needed modifications or replacements at the time of signature.
- Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded, except as specifically set forth in this Scope of Work.
- Painting, unless specified, is excluded.
- ENGIE Services U.S. assumes soil and site conditions for boring will allow for continuous operation of boring equipment.
- With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, County will provide an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest NEC requirements adopted by the authority having jurisdiction. This Scope of Work includes, if applicable, properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
- Where this Scope of Work includes pulling new wiring for lighting fixtures from an existing lighting panel, a grounding conductor must be included in the lighting circuits. County is responsible for providing an existing or new grounding conductor terminal bar at the lighting panel that is properly connected to the Facility grounding electrode system in compliance with the latest NEC adopted by the authority having jurisdiction.
- With respect to Projects with new equipment connecting to the Facility's existing electrical distribution system, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. County is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction. ENGIE Services U.S. is not aware of any required electrical upgrades at the time of signature.

- ENGIE Services U.S. will not be responsible for existing damaged pipes, valves, and related parts and components.
- Depth of piers for canopy installations are assumed to be thirteen (13) feet. Depths of piers for ground mount installations are assumed to be eight (8) feet. No allowances have been made should soils report indicate that depth of piers should be deeper due to soil quality and/or seismic concerns, or additional seismic concerns requires deeper footings.

ENGIE Services U.S. Beneficial Use and Warranty criteria for specific pieces of equipment:

1. SOLAR GENERATING FACILITIES - The ENGIE Services U.S. Warranty commences immediately when the Generating Facility is capable of generating expected energy and the Utility is ready to issue the permission-to-operate letter.
 - a. Solar Module Warranty – solar modules will be provided with a 30-year manufacturer production warranty.
 - b. Solar Inverter Warranty – inverters will be provided with a 10-year manufacturer parts and service warranty.
2. EV CHARGING STATIONS – The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of two (2) weeks, to determine proper operation.
 - a. EV Charging Station equipment will be provided with a two (2) year manufacturer warranty that begins from the date of purchase for the Level 2 EV Charging Stations.
 - b. EV Charging Station installation will be provided with a one (1) year labor warranty for all Level 2 EV Charging Stations.

Substantial & Final Completion Forms per Scope of Work:

The table below provides the number of substantial and final completion forms that will be used to document beneficial use and final completion of each Scope of Work.

ECM	Scope of Work	Location	Total Qnty of Substantial Completions	Total Qnty of Final Completions
1	Solar Generating Facilities	1 Site	1, one per system	1, for entire ECM
2	Electric Vehicle Charging Stations	1 Site	1, one per system	1, for entire ECM

ATTACHMENT D
MONITORING INSTALLATION SCOPE OF WORK*Overview of DAS Network Installation and Equipment Requirements*

ENGIE Services U.S. will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plant.

ENGIE Services U.S. DAS Monitoring Installation:

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s), in accordance with County's specifications.
- Test and verify County/Facility network connectivity.
 - a. TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a revenue-grade Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated County/Facility maintenance staff.

ATTACHMENT E
M&V SERVICES**EQUIPMENT AND FACILITIES COVERED**

ENGIE Services U.S. will perform measurement and verification services (“M&V Services”) as set forth in this Attachment E with respect to County’s property at the location as listed in Attachment A.

I. Definitions:

Capitalized terms used in this Attachment E and not defined in the Contract have the meanings set forth below:

“**Annual M&V Fee**” means a fee payable annually in advance by County to ENGIE Services U.S., in consideration of the provision of up to five (5) years of M&V Services. The Annual M&V Fee for the first Measurement Period will be Seven Thousand Nine Hundred Sixteen Dollars (\$7,916.00). The Annual M&V Fee will be increased annually thereafter at the rate of four percent (4%) per annum, each increase to be effective on the first day of the corresponding Measurement Period.

“**Energy Production**” means the aggregate kWh measured by the Generating Facilities during the Measurement Period.

“**Energy Production Factors**” means factors identified by ENGIE Services U.S. which may affect the Energy Production of the Facilities, including: quality, quantity, and timeliness of maintenance and repairs to building electrical distribution system which were not installed by ENGIE Services U.S., but which are necessary for conveying Energy Production; inability to procure replacement parts/components; damage or defects excluded by manufacturer warranty, and not caused by ENGIE Services U.S.; soiling in excess of predicted soiling based on ENGIE Services U.S. industry-standard modeling for this project; non-operation or shutdown of the Generating Facilities by County or a third party other than ENGIE Services U.S.; and damage to the Generating Facilities not caused by ENGIE Services U.S.

“**Energy Production Term**” means the period beginning on the first day of the first Measurement Period and ending on the earlier of: (i) the day immediately preceding the fifth (5th) anniversary of the M&V Commencement Date; (ii) the termination of the Contract; (iii) the termination by County of the M&V Services in accordance with this Attachment E, Section (II)(E); or (iv) the failure by County to pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(F).

“**Expected Energy Production**” means the Energy Production, which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment E, Section (II).

“**Measurement Period**” means each 12-month period commencing with the first day of the month immediately following the M&V Commencement Date.

II. Terms and Conditions**A. Production Guarantee**

ENGIE Services U.S. guarantees that not less than ninety percent (90%) of the Expected Energy Production for each site in Table E-1 will be produced every Measurement Period during the Term (the “Production Guarantee”), subject to adjustment as set forth in Attachment E, Section (III).

Table E-1: First Year Solar PV Production

Location	Annual Expected Energy Production (kWh)
Natividad Medical Center	4,140,678
Total	4,140,678

B. Energy Savings Report

ENGIE Services U.S. will provide a detailed reconciliation of the Production Guarantee to Customer annually, within ninety (90) days after the end of each Measurement Period. Such reconciliation will compare annual Energy Production, Expected

Energy Production, Adjusted Expected Energy Production, and any Production Shortfalls and Production Shortfall Penalties that may have occurred. The Energy Savings Report will also document historical performance of previous Measurement Periods.

C. Interference.

County may not cause, and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, County will promptly notify ENGIE Services U.S. If an unforeseeable overshadowing or shading condition not caused by ENGIE Services U.S. or its subcontractors exists and continues for five (5) Business Days or more, County agrees that the Production Guarantee for such Generating Facility will be reduced based upon such shading condition, and ENGIE Services U.S. may present County with a proposed reduction to the Production Guarantee reflecting such overshadowing, shading or other interference.

D. Solar Insolation.

Beginning at Beneficial Use or Substantial Completion for any portion of the Work, County will maintain buildings and surrounding areas such that the Generating Facilities access to insolation is not reduced. Such maintenance to include maintaining all landscaping (including tree trimming) in and around the Generating Facilities.

E. Termination of Production Guarantee.

If (i) County notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by ENGIE Services U.S. for default by County or by County for any reason permitted by the Contract, (iii) ENGIE Services U.S. is no longer the provider of the Maintenance Services set forth in Attachment F, or (iv) County fails to maintain the Project in accordance with this Attachment E or is in default of any of its other obligations under this Attachment E, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make Production Shortfall Penalty payments will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, ENGIE Services U.S. will have no obligation to make a Production Shortfall Penalty payment or prepare and deliver an Energy Savings Report for such Measurement Period.

F. Annual M&V Fee.

- i. **Invoicing and Payment.** The Annual M&V Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to County in a lump sum on the M&V Commencement Date. All subsequent Annual M&V Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. County, or its designee, will pay ENGIE Services U.S. such Annual M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless County gives ENGIE Services U.S. prior written notice of its intent to terminate the M&V Services, any failure to timely pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(i) will be a material default by County under the Contract, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to perform M&V Services or to make Production Shortfall Penalty payments.
- ii. Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.
- iii. **Not Refundable.** The Annual M&V Fee is not refundable for any reason.

III. Methodologies and Calculations

After the end of every Measurement Period, ENGIE Services U.S. will compare the Energy Production that has occurred in the aggregate, by site, over the Measurement Period then ended with the aggregate Expected Energy Production, by site, for such Measurement Period from Table E-1 after:

- (a) reducing Expected Energy Production to account for any loss of Energy Production attributable to
 - (i) scheduled outages required under Attachment F Maintenance Services
 - (ii) decreases in Insolation as defined in this Attachment E, Section (II)
 - (iii) inadequate Customer Maintenance as defined in this Attachment E, Section (II)
 - (iv) production degradation of 0.5% per year, on a cumulative basis
 - (v) Energy Production Factors
 - (vi) and Excusable Events, excluding Abnormally Severe Weather Conditions; and then
- (b) multiplying the result by the Weather Adjustment, defined this Attachment E, Section (III)(D), (collectively, the "Adjusted Expected Energy Production").

A. Production Shortfall

If the Energy Production for a Measurement Period was less than ninety percent (90%) of the Adjusted Expected Energy Production for such Measurement Period, then the "Production Shortfall" (in units of kWh) will be the difference between

- (i) ninety percent (90%) of the Adjusted Expected Energy Production for such Measurement Period minus
- (ii) the aggregate Energy Production for such Measurement Period.

The existence of a Production Shortfall will not be an event of default, but ENGIE Services U.S. will owe Customer a Production Shortfall Penalty which will be payable to Customer via check or other agreed-upon means.

B. Production Shortfall Penalty

The "Production Shortfall Penalty" will be an amount, expressed in Dollars, calculated by multiplying (i) the Production Shortfall (expressed in kWh) by (ii) the Shortfall Rate for the applicable Measurement Period.

C. Shortfall Rate

The "Shortfall Rate" will be the rate listed in Table E-2, increased each Measurement Period on a cumulative basis by five point two percent (5.2%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

Table E-2: Shortfall Rate

Location	Electricity Rate (\$/kWh)
Natividad Medical Center	0.1503

D. Weather Adjustment

Whenever the measured annual global incident irradiation for a Measurement Period is less than the expected annual global incident irradiation, the Adjusted Expected Energy Production for such Measurement Period will be multiplied by a ratio, expressed as a percentage, calculated by dividing

- (i) the measured annual global incident irradiation for such Measurement Period by
- (ii) the Expected Annual Global Incident Irradiation

For purposes of this adjustment, the "Expected Annual Global Incident Irradiation" for each site is as shown in Table E-3.

Table E-3: Expected Annual Global Incident Irradiation

Location	Irradiation (kWh/m2)
Natividad Medical Center – Canopy	1,876.5
Natividad Medical Center – Ground Mount	1,848.1

ATTACHMENT F

MAINTENANCE SERVICES

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform preventive maintenance services ("Maintenance Services") as set forth in this Attachment F with respect to Generating Facilities being constructed on County's property at the following Project Location:

Site Name	Site Address	City	State	Zip Code
Natividad Medical Center	1441 Constitution Boulevard	Salinas	CA	93906

Capitalized terms used in this Attachment F and not defined in the Contract, have the meanings set forth below:

I. Definitions

"**Annual Maintenance Fee**" means a fee payable annually in advance by County to ENGIE Services U.S., in consideration of the provision of up to twenty (20) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Sixty Thousand Seven Hundred Forty-Two Dollars (\$60,742.00). The Annual Maintenance Fee will be increased annually thereafter at the rate of five percent (5%) per annum for the first ten (10) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Annual Maintenance Fee for each Measurement Period after the tenth (10th) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates for, e.g., labor and equipment.

II. Term

So long as Customer pays to ENGIE Services U.S. the Annual Maintenance Fee, ENGIE Services U.S. will provide the Maintenance Services, as described herein, up to twenty (20) years from the M&V Commencement Date on an annualized basis. At the end of this term, County may:

- a. Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services
- b. Enter into an agreement with another service provider.
- c. Self-perform preventive maintenance.

III. Annual Maintenance Fee; Reporting

The Annual Maintenance Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to Customer in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. County, or its designee, will pay ENGIE Services U.S. such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment F will be a material default by Customer, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, ENGIE Services U.S. will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to County on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, County's new provider will maintain similar service logs. ENGIE Services U.S. will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

IV. Preventive Maintenance Services Provided

ENGIE Services U.S. will provide the following Maintenance Services during the term:

- a. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service support structure on an annual basis.
- b. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- c. Monitoring: Monitor system performance on a daily basis.
- d. Cleaning:
 - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
 - ii Wash PV modules and remove accumulated dust and debris on a twice annual basis.

V. Repair Services

If a Generating Facility is damaged and requires safe-off, repair, demolition and/or reconstruction, or otherwise requires repair outside of warranty or outside of the Maintenance Services described in Section 3.01, County must contact the ENGIE Services U.S. PV Operations & Maintenance Manager and submit a request for quotation. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to County to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and County must execute a Work Order, on ENGIE Services U.S.'s form, a sample of which is attached hereto as Exhibit F-1, for the agreed scope of work and quotation amount. Quotations for repair work are calculated on a time and materials basis. Standard Business Hours are M-F, 7am to 5pm. Non-business Hours & Saturdays equals 1.5x Rates. Sundays & Holidays equals 2.0x Rates.

vi. Labor Category	Straight Time	
Hourly Rate – PV Electrical Journeyman Technician ¹	\$/hr.	County Labor Rate
Hourly Rate – PV Electrical Apprentice Technician ¹	\$/hr.	County Labor Rate
Hourly Rate – Senior PV Tech/Commissioning ²	\$/hr.	\$175.00
Hourly Rate – Engineering ²	\$/hr.	\$185.00
Hourly Rate – Project Management ²	\$/hr.	\$230.00
Hourly Rate – Administrative ²	\$/hr.	\$108.00
Mileage	\$/Mi	\$1.00
Material mark-up %	%	15%
Lift rental fee	\$	Current Market Price

¹ Trade Hourly rate will be adjusted based on the current year of the local prevailing wage determination plus burden, requirement for either travel or subsistence and lodging, and markup for services being requested.

² Escalated according to inflation rate of the year in which service occurs.

VII. Warranty Services

The ENGIE Services U.S. PV Operations & Maintenance Manager will also be County's point of contact for all issues related to the ENGIE Services U.S. Warranty set forth in Section 9.01 of the Contract. County should refer to Section 9.02 of the Contract for services provided by ENGIE Services U.S. to County in relation to manufacturer's warranties. The terms and conditions of the relevant manufacturer's warranties can be found in the operation and maintenance manuals delivered to County at Final Completion.

VII. Services and Equipment to Be Covered by County

ENGIE Services U.S.'s obligations under this Attachment F are expressly conditioned upon County's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the Generating Facilities described herein available to ENGIE Services U.S. as of the Contract Effective Date.

- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. Inverter manufacturer warranty or replacement beyond the ten (10) year manufacturer term.
- d. Maintaining all landscaping in and around Generating Facilities including tree trimming and weed and vegetation removal around ground mount systems.
- e. In order to ensure maximum guaranteed solar PV system generation, the County will be responsible for regular tree trimming and maintenance of four (4) trees at Natividad Medical Center as noted in Attachment C to not grow above thirty feet (30') in height and maintain ten feet (10') of horizontal distance from the edge of the array.
- f. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- g. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract.
- h. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Maintenance Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- i. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.
- j. Timely reporting of, and permitting timely repair of, Generating Facilities damaged by County Persons or third parties, including damage resulting from parking lot activities. Cost of repairs is the responsibility of County.

ENGIE Services U.S. will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by County's failure to satisfy the conditions set forth in this Attachment F.

**EXHIBIT F-1
FORM OF WORK ORDER****Work Order #**__

This Work Order ("Work Order") dated _____ ("Work Order Effective Date") is issued pursuant to and is subject to the terms and conditions of the Energy Services Agreement ("Agreement") by and between ENGIE Services U.S. Inc. ("ENGIE Services U.S.") and _____ ("Customer") dated _____. The terms and conditions of the Agreement are hereby incorporated into and made a part of this Work Order for all purposes.

Project Name:**Scope of Work:****Electrical and Structural Repairs:****Exclusions: [edit, as needed]**

- Premium Time or Over Time
- Work on Nights or Weekends
- Cutting, Patching or Painting
- Permitting
- Plan Revisions
- Review/Edit/Writing of Specifications
- Geotechnical Reports/Inspections
- PLA/PSA Agreements
- Irrigation System Inspection/Repairs
- Landscape Repair/Tire Track Removal
- Landscape Maintenance
- Infestations

Cost Estimate: [insert]

Pricing assumes State prevailing wages for on-site labor. Quote valid for 30 days.

Payment to ENGIE Services U.S. is not contingent on Customer's receipt of any insurance proceeds and will be invoiced by ENGIE Services U.S. to Customer in a lump sum upon the completion of the work under this Work Order.

Acceptance and Notice to Proceed

By signing below, Customer agrees to the terms and conditions set forth in this Work Order and authorizes ENGIE Services U.S. to proceed with the scope of work set forth herein.

The Parties may execute this Work Order in counterparts, each counterpart constituting an original, and all counterparts, collectively, constituting only one Work Order. The signatures of each Party need not appear on the same counterpart, and in the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Work Order by their duly authorized officers as of the Work Order Effective Date.

CUSTOMER:

(type Customer name here)

ENGIE:

ENGIE Services U.S. Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT G

SCHEDULE OF VALUES

Natividad Medical Center	Scheduled Value
Mobilization (20%)	\$3,446,940
Canadian Solar 545w Modules	\$1,312,866
Preliminary Engineering	\$2,314,074
Solar PV	\$12,905,920
Engineering	\$1,290,592
Equipment	\$3,871,776
Labor	\$7,743,552
EV Charging	\$1,601,840
Engineering	\$160,184
Equipment	\$480,552
Labor	\$961,104
Total	\$18,134,700

APPENDIX 1

SCHEDULED COMPLETION DATES

The table below shows the Scheduled Completion Dates for the Project. These dates may be adjusted based on Excusable Events as defined in this Contract, or due to an executed Change Order.

Milestone	Duration from a Signifying Event	Signifying Event
County and ENGIE Execute Design Build Agreement	0 Days	
Notice To Proceed	10 Days	Closure of Finance
Submittal of 60% Drawing Sets	40 Days	Notice to Proceed
County Responses to 60% Drawing Sets	10 Days	Submittal of 60% Drawing Sets
Submittal of 90% Drawing Sets	60 Days	Notice to Proceed
County Responses to 90% Drawing Sets	10 Days	Submittal of 90% Drawing Sets
Submittal of Final Engineering Drawings for Permit	85 Days	Notice to Proceed
Construction Start	90 Days	Permit Approvals
Natividad Medical Center Substantial Completion	315 Days	Permit Approvals
Final Completion	500 Days	Permit Approvals

Note: This Schedule assumes that the County will reply to all Submittals and Requests for Information (RFIs) within ten (10) business days. Any delays in responses to Submittals or RFIs beyond this time will extend the schedule and may result in a corresponding Change Order.

APPENDIX 2**PROVISIONAL SOLAR PV AND ELECTRIC VEHICLE CHARGING STATION LAYOUTS**

Figure 1 shows the provisional locations of the Solar PV structures and the EV charging stations.

- Orange “LP” designates light poles that will need to be removed.
- Green “T” designates trees and other vegetation that will need to be removed and/or trimmed.
- Blue “A” designates emergency call poles at Natividad Medical Center that will have power brought to them.

Figure 1 – Natividad Medical Center

