

Agenda Item 7E

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STAFF REPORT

TO: Board of Directors

PREPARED BY: Steven Palmer, PE, CSDM, General Manager

SUBJECT: Terminate Agreement with Centrica for a Solar Photovoltaic System Project or Provide Alternative Direction

RECOMMENDATION

Authorize the General Manager to terminate the Engineering Procurement and Installation Agreement with Centrica Business Services, LLC (Centrica) for the solar photovoltaic system project. This termination is recommended due to a significant change in project financial viability since the agreement was executed. The project no longer results in positive cash flow, with annual costs exceeding annual utility savings, and would result in negative cash flow to the District.

BACKGROUND

On September 17, 2024, the Board of Directors of the Donner Summit Public Utility District (DSPUD) authorized Centrica to proceed with an Investment Grade Audit (IGA) for a solar photovoltaic system. Following Board review and discussion, the District executed the Engineering Procurement and Installation Agreement with Centrica in June 2025.

The original financial analysis presented to the Board assumed specific utility costs and operational parameters. The project was originally modeled to provide cost-neutral operations over the financing term, with the District benefiting from utility savings and available tax credits. However, subsequent investigation and operational changes have materially altered the project economics.

DISCUSSION

Changed Project Circumstances

Since the agreement was executed in June 2025, several significant changes have affected project costs and financial viability.

Geotechnical Conditions

Site investigations revealed shallow bedrock with granite refusals requiring extensive rock coring and mechanical drilling. This necessitated costly geotechnical engineering analysis and resulted in revised foundation recommendations using Caisson Drilled Insertion Hole (CIDH) piers instead of the originally planned shallow foundations.

Equipment Cost Increases

In January-February 2026, Centrica received updated pricing for Federal Energy Operations Commission (FEOC) compliant battery and inverter equipment that substantially exceeded initial estimates. Additionally, subcontractor pricing increased due to project schedule delays extending into 2026.

Operational Load Reduction

District staff has made some operational changes with the membrane and ultraviolet radiation systems that have already reduced electricity usage by approximately 10%. Staff plans additional operational changes with the reactors in 2027 that should yield additional reductions in utility usage. These reductions make the solar project less financially viable.

Updated Project Financials

As a result of these factors, current project cost estimates show the Solar+ battery energy storage system (BESS) option has increased from \$2,323,772 to \$3,074,002. The cost increase details provided by Centrica on April 17, 2026, for the Solar+BESS option are shown in the following table.

Cost Category	Contract Price	Current Price	Increase (\$)
Modules	\$134,785	\$140,715	\$5,930
Inverters	\$88,143	\$94,086	\$5,943
Racking	\$168,903	\$245,324	\$76,422
BESS	\$646,496	\$779,254	\$132,758
Surveying & Engineering	\$147,958	\$178,961	\$31,004
Overall Material & Install	\$1,137,489	\$1,635,662	\$498,173
<i>Total</i>	<i>\$2,323,772</i>	<i>\$3,074,002</i>	<i>\$750,230</i>

The General Manager also directed Centrica to provide an analysis of an option to install only the BESS, which could reduce energy costs by switching demand from the grid to off-peak hours. The cost of the BESS Only option is \$1,214,894, including financing costs.

Updated project cash flow analyses for the BESS Only and Solar+BESS options are presented in Attachment 1. These analyses are based on a total project investment of \$3,219,955 for the Solar+BESS option and \$1,214,894 for the BESS Only option, which include estimated financing costs in addition to the equipment and installation costs shown above. The updated analyses assume the loan term remains unchanged at 20 years, and the interest rate increases from 4.89% to 5%.

The updated analysis indicates that, for both options, annual loan payments are greater than the utility savings each year over the 20-year loan term. This is illustrated in the analyses found in Attachment 1, specifically in the column labeled "Net Annual Benefit."

Costs Incurred to Date

In accordance with the agreement terms, the District authorized Centrica to proceed with investigative and pre-construction work prior to obtaining financing. This approach mitigated the risks associated with construction feasibility. The agreement specifies that, if the District terminates for convenience, the District is responsible for all costs Centrica has incurred through the date of termination. As of April 17, 2026, Centrica has incurred costs totaling \$41,600 for professional services:

Cost Category	Amount
Electrical Engineering	\$1,500
Geotechnical Engineering	\$22,100
Field Testing	\$5,000
Engineering/Structural Support	\$8,736
Project Management	\$4,264
TOTAL	\$41,600

FISCAL IMPACT

If the Board adopts the recommendation to terminate the agreement, the District's financial obligation will be limited to costs incurred to date, \$41,600.

CEQA ASSESSMENT

This action is not a CEQA Project.

ATTACHMENTS

1. Updated Financial Analysis and Cash Flow Projections
2. Engineering Procurement and Installation Agreement with Centrica

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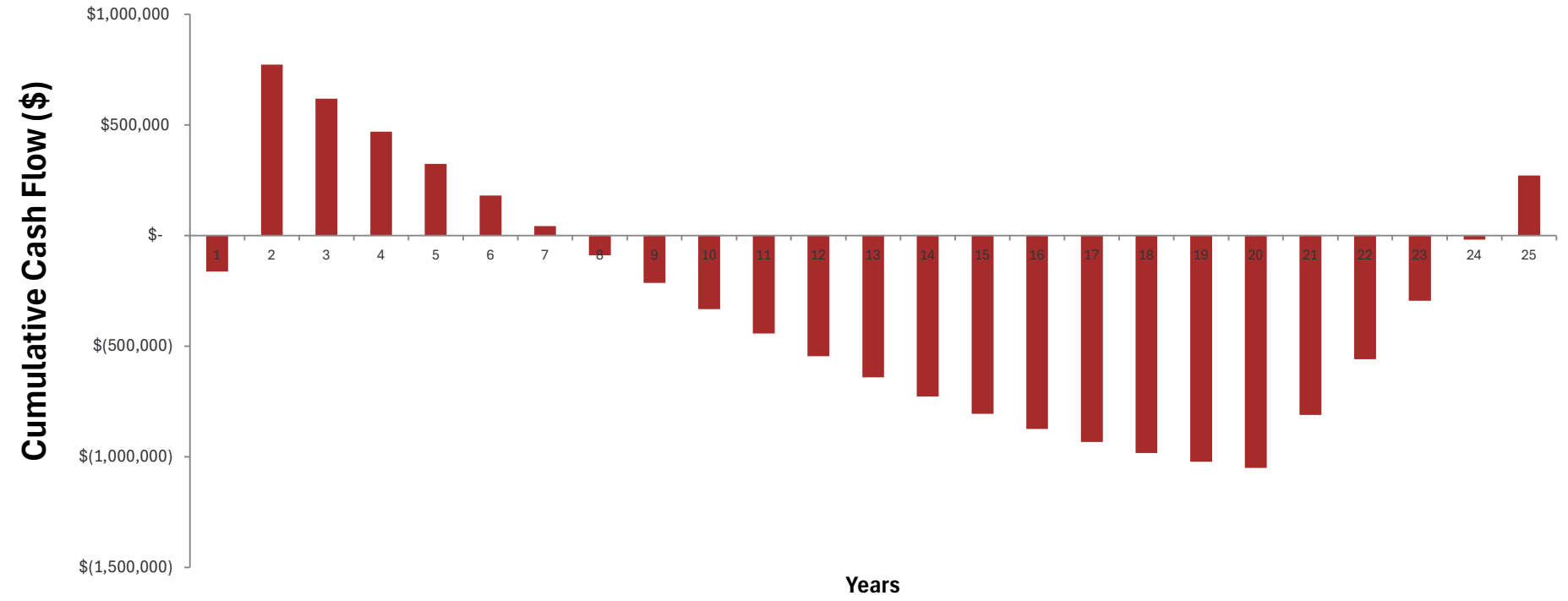
Attachment 1

Donner Summit Solar + BESS Cashflow Fixed Payment



Cash Flow Analysis

Project Total Investment	\$	3,219,955
Non ITC Cost	\$	3,219,955
ITC Eligible Cost	\$	3,219,955
Financing Cost		
Net Project Investment	\$	-
ITC %		34.0%
ITC	\$	1,094,785
Year 1 Utility Savings	\$	86,542
Loan Period Interest Rate		5.00%
Loan Term		20
Utility Cost Escalation Rate		7.00%
O&M Cost Escalation Rate		
Year 1 O&M Service Cost		
Repair & Replacement Service Cost Duration (years)		
Cash Purchase Payback Year		14.3 yrs



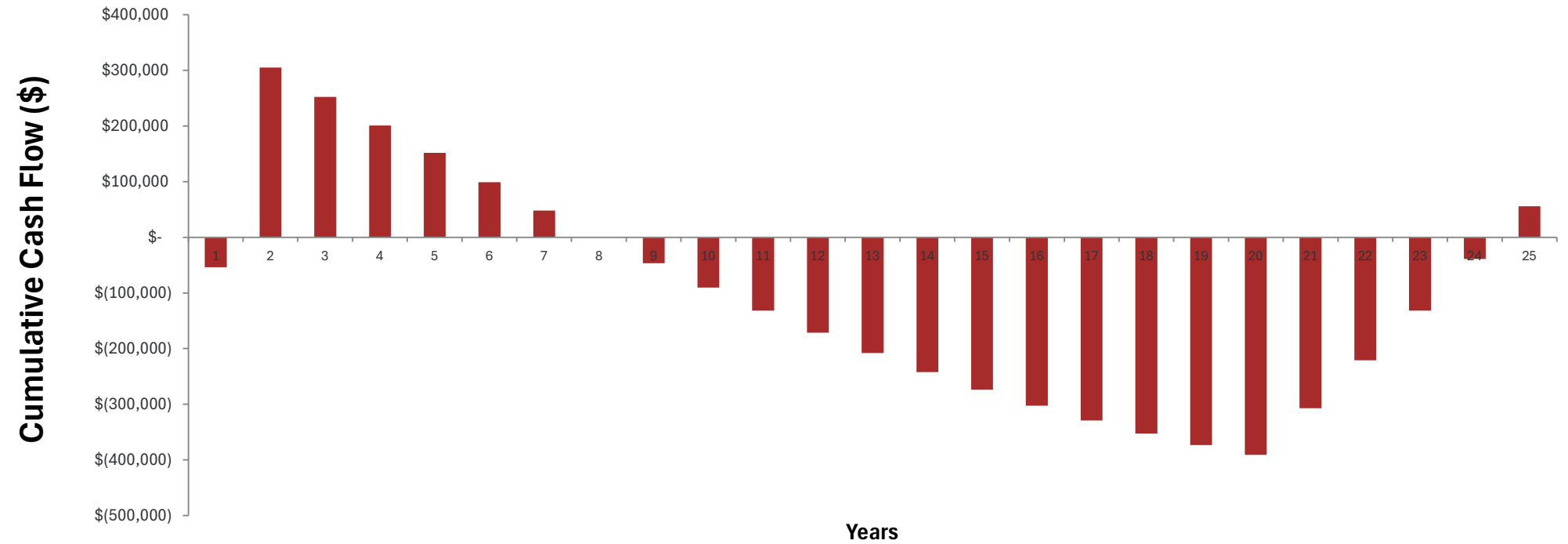
DSGS Program may end in 2026 and potentially replaced with a NEW Program							
Year	Annual Utility Savings	REC Income	Grid Services	Total Annual Savings	Proposed Debt Service	Net Annual Benefits	Cumulative Cash Flow
Year 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 1	\$86,542	\$1,715	\$7,948	\$96,205	\$ -	\$(162,173)	\$(162,173)
Year 2	\$91,286	\$1,707	\$5,930	\$98,923	\$104,193	\$935,330	\$773,158
Year 3	\$96,271	\$1,698	\$5,747	\$103,716	\$101,890	\$(154,662)	\$618,496
Year 4	\$101,506	\$1,689	\$5,563	\$108,758	\$105,497	\$(149,620)	\$468,877
Year 5	\$107,003	\$1,681	\$5,380	\$114,064	\$108,883	\$(144,314)	\$324,563
Year 6	\$112,772	\$1,672	\$ -	\$114,444	\$113,000	\$(143,934)	\$180,630
Year 7	\$118,824	\$1,664	\$ -	\$120,488	\$111,898	\$(137,890)	\$42,740
Year 8	\$125,170	\$1,655	\$ -	\$126,825	\$116,624	\$(131,553)	\$(88,813)
Year 9	\$131,823	\$1,647	\$ -	\$133,470	\$120,081	\$(124,908)	\$(213,720)
Year 10	\$138,794	\$1,638	\$ -	\$140,432	\$125,196	\$(117,946)	\$(331,666)
Year 11	\$146,095	\$1,629	\$ -	\$147,724	\$129,895	\$(110,654)	\$(442,319)
Year 12	\$153,738	\$1,621	\$ -	\$155,359	\$134,252	\$(103,019)	\$(545,338)
Year 13	\$161,736	\$1,612	\$ -	\$163,348	\$139,169	\$(95,030)	\$(640,367)
Year 14	\$170,099	\$1,604	\$ -	\$171,703	\$144,646	\$(86,675)	\$(727,042)
Year 15	\$178,841	\$1,595	\$ -	\$180,436	\$149,633	\$(77,942)	\$(804,983)
Year 16	\$187,974	\$1,587	\$ -	\$189,561	\$155,108	\$(68,817)	\$(873,800)
Year 17	\$197,508	\$1,578	\$ -	\$199,086	\$160,069	\$(59,292)	\$(933,091)
Year 18	\$207,456	\$1,569	\$ -	\$209,025	\$166,443	\$(49,353)	\$(982,444)
Year 19	\$217,830	\$1,561	\$ -	\$219,391	\$172,205	\$(38,987)	\$(1,021,430)
Year 20	\$228,639	\$1,552	\$ -	\$230,191	\$178,308	\$(28,187)	\$(1,049,617)
Year 21	\$239,894	\$ -	\$ -	\$239,894	\$ -	\$239,894	\$(809,723)
Year 22	\$251,604	\$ -	\$ -	\$251,604	\$ -	\$251,604	\$(558,119)
Year 23	\$263,778	\$ -	\$ -	\$263,778	\$ -	\$263,778	\$(294,341)
Year 24	\$276,424	\$ -	\$ -	\$276,424	\$ -	\$276,424	\$(17,917)
Year 25	\$289,548	\$ -	\$ -	\$289,548	\$ -	\$289,548	\$271,631

Donner Summit BESS Cashflow Fixed Payment



Cash Flow Analysis

Project Total Investment	\$	1,214,894
Non ITC Cost		
ITC Eligible Cost	\$	1,214,894
Financing Cost		
Net Project Investment	\$	-
ITC %		34.0%
ITC	\$	413,064
Year 1 Utility Savings	\$	35,493
Loan Period Interest Rate		5.00%
Loan Term		20
Utility Cost Escalation Rate		7.00%
O&M Cost Escalation Rate		
Year 1 O&M Service Cost		
Repair & Replacement Service Cost Duration (years)		
Cash Flow for Cash purchase		13.8 yrs



DSGS Program may end in 2026 and potentially replaced with a NEW Program

Year	Annual Utility Savings	Grid Services	Total Annual Savings	Proposed Debt Service	Net Annual Benefits	Cumulative Cash Flow
Year 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year 1	\$35,493	\$ 7,948	\$ 43,441	\$ -	\$ (54,045)	\$ (54,045)
Year 2	\$37,218	\$ 5,930	\$ 43,148	\$ 104,193	\$ 358,726	\$ 304,680
Year 3	\$39,010	\$ 5,747	\$ 44,757	\$ 101,890	\$ (52,729)	\$ 251,951
Year 4	\$40,871	\$ 5,563	\$ 46,434	\$ 105,497	\$ (51,052)	\$ 200,899
Year 5	\$42,802	\$ 5,380	\$ 48,182	\$ 108,883	\$ (49,304)	\$ 151,595
Year 6	\$44,802	\$ -	\$ 44,802	\$ 113,000	\$ (52,684)	\$ 98,911
Year 7	\$46,873	\$ -	\$ 46,873	\$ 111,898	\$ (50,613)	\$ 48,297
Year 8	\$49,015	\$ -	\$ 49,015	\$ 116,624	\$ (48,471)	\$ (174)
Year 9	\$51,226	\$ -	\$ 51,226	\$ 120,081	\$ (46,260)	\$ (46,434)
Year 10	\$53,507	\$ -	\$ 53,507	\$ 125,196	\$ (43,979)	\$ (90,413)
Year 11	\$55,856	\$ -	\$ 55,856	\$ 129,895	\$ (41,630)	\$ (132,044)
Year 12	\$58,272	\$ -	\$ 58,272	\$ 134,252	\$ (39,214)	\$ (171,258)
Year 13	\$60,752	\$ -	\$ 60,752	\$ 139,169	\$ (36,734)	\$ (207,992)
Year 14	\$63,294	\$ -	\$ 63,294	\$ 144,646	\$ (34,192)	\$ (242,184)
Year 15	\$65,894	\$ -	\$ 65,894	\$ 149,633	\$ (31,592)	\$ (273,777)
Year 16	\$68,548	\$ -	\$ 68,548	\$ 155,108	\$ (28,938)	\$ (302,715)
Year 17	\$71,251	\$ -	\$ 71,251	\$ 160,069	\$ (26,235)	\$ (328,950)
Year 18	\$73,996	\$ -	\$ 73,996	\$ 166,443	\$ (23,490)	\$ (352,440)
Year 19	\$76,776	\$ -	\$ 76,776	\$ 172,205	\$ (20,710)	\$ (373,151)
Year 20	\$79,584	\$ -	\$ 79,584	\$ 178,308	\$ (17,902)	\$ (391,053)
Year 21	\$83,650	\$ -	\$ 83,650	\$ -	\$ 83,650	\$ (307,403)
Year 22	\$86,522	\$ -	\$ 86,522	\$ -	\$ 86,522	\$ (220,881)
Year 23	\$89,386	\$ -	\$ 89,386	\$ -	\$ 89,386	\$ (131,495)
Year 24	\$92,227	\$ -	\$ 92,227	\$ -	\$ 92,227	\$ (39,268)
Year 25	\$95,028	\$ -	\$ 95,028	\$ -	\$ 95,028	\$ 55,760

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Attachment 2

**ENGINEERING PROCUREMENT
& INSTALLATION AGREEMENT**

THIS ENGINEERING PROCUREMENT & INSTALLATION AGREEMENT (this “Agreement”) is made and effective as of the 23rd day of June, 2025 (“Effective Date”) by and between: Centrica Business Solutions Services, Inc., a New York corporation with an address at 2111 Ellsworth Boulevard, Malta, New York 12020 (“Centrica”), and Donner Summit Public Utility District, a California Special District with an address at 53823 Sherritt Ln, Soda Springs, CA 95728 (“Owner”). Centrica and Owner are sometimes referred to in this Agreement, individually, as a “Party” and, collectively, as the “Parties”.

Contract Recitals

WHEREAS, the Owner owns and/or operates administration, office, water treatment and maintenance facilities at its property located at 53823 Sherritt Ln, Soda Springs, CA 95728; and

WHEREAS, Centrica is a full-service energy services company with the technical capabilities to provide services to the Owner including supply-side and demand-side measures, engineering, procurement, construction management, installation, and training, and

WHEREAS, the Owner wishes to reduce the facilities’ energy consumption costs and improve the facilities indoor-air-quality; and

WHEREAS, the Owner worked with Centrica to develop the selected energy related measures best suited to achieve the desired energy cost savings and building improvements; and

WHEREAS, California Government Code section 4217 et seq. provides that a public agency may enter into an energy services agreement on terms its governing body determines are in the best interest of the public agency if the determination is made at a regularly scheduled public hearing of which a minimum of two weeks advance public notice was given; and

WHEREAS, the Owner made the determination at its regularly scheduled Board of Directors meeting and public hearing held on June 17, 2025, that this Agreement with Centrica will comply with, and has made the requisite findings as required pursuant to California Government Code Sections 4217.10, *et. seq.* ; and

WHEREAS, the Board of Directors for Owner has determined that entering into this Agreement is in the best interests of the Owner, and/or provides the best value to the Owner, and

WHEREAS, the Owner’s Board of Directors , by adoption of Resolution # 2025-16 at its meeting of the board of Director’s, approved this Agreement by and between Centrica and the Owner and authorized the General Manager of the Owner to execute this Agreement on behalf of the Owner.

**ARTICLE I
CONTRACT DOCUMENTS AND PROJECT PROVISIONS**

1.1. **CONTRACT DOCUMENTS.** The contract documents consist of this Agreement and those attachments which are hereby incorporated by reference as the Schedules and Exhibits listed below, Modifications and Change Orders issued after the execution of this Agreement and any other documents enumerated or described in this Agreement, Schedules or Exhibits (the “Contract Documents”).

- Schedule 1 – Scope of Work**
- Schedule 2 – Form of Notice to Proceed**
- Schedule 3 – Milestone Payment Schedule**
- Schedule 4 – Manufacturer and Installation Warranties**
- Schedule 5 – Certificate of Substantial Completion**

Schedule 6 – Insurance
Schedule 7 – Lien Waiver

1.2 THE PROJECT. Upon the terms and conditions set forth in this Agreement, Owner hereby retains Centrica and Centrica agrees to be retained, to perform or cause to be performed and furnish the certain turnkey design, engineering, procurement of materials and equipment, installation and commissioning services (the “Work”) as detailed in attached **Schedule 1 - Scope of Work** at the Owner’s facility, located at: 53823 Sherritt Ln, Soda Springs, CA 95728 (The “Facility”). The term “Project” shall mean all Work performed by Centrica in relation to the system to be installed at the Facility.

1.3 NOTICE TO PROCEED. This Agreement is effective as of the Effective Date but, save as specified in Section 1.4 (*Preconstruction Services*), Centrica shall not be required to undertake the performance of the Work until Owner issues a written notice to proceed (the “NTP”) in form substantially as attached in **Schedule 2 – Form of Notice to Proceed**. If Owner fails to issue a NTP within 60 days of the Effective Date or the completion of the Preconstruction Services, whichever is later, Centrica may terminate this Agreement for convenience pursuant to section 9.3.2.

1.4. PRECONSTRUCTION SERVICES. Prior to issuance of the Notice to Proceed, Owner and Centrica may wish to proceed with certain portions of the Work on a limited basis by agreeing on the scope and compensation due for the same (“Preconstruction Services”). The portion of the Work to be performed under the Preconstruction Services is set forth in **Schedule 1 – Scope of Work**. The Preconstruction Services are anticipated to cost approximately \$[697,132], subject to the actual services performed over an estimated period of 3 months. Centrica shall not incur the full cost of the Preconstruction Services at the outset and shall phase the performance of such services in a commercially reasonable manner consistent with prudent industry practice, using reasonable efforts to manage and control costs appropriately having regard to the nature of the Project. The Owner and Centrica acknowledge and agree that the Owner may terminate the Preconstruction Services for convenience at any time with written notice to Centrica in accordance with Section 9.3 (*Termination for Convenience*), in which case Owner shall compensate Centrica for all services performed and third-party costs and expenses reasonably incurred by Centrica prior to termination. If the Preconstruction Services are included on **Schedule 1 – Scope of Work**, Owner authorizes Centrica to commence with the Work specified under the Preconstruction Services upon execution of this Agreement.

ARTICLE II
CONTRACT PRICE AND PAYMENT TERMS

2.1 CONTRACT PRICE. Owner shall pay to Centrica the following sum (the “Contract Price”): **\$2,323,772 U.S. Dollars** (Two Million Three Hundred Twenty-Three Thousand Seven Hundred Seventy-Two Dollars), subject to additions and deductions made by Change Order or authorized by other provisions of this Agreement. See **Schedule 3 – Milestone Payment Schedule** for a detailed breakdown of the total Contract Price.

2.1.1 SALES TAX. The Contract Price excludes sales tax other than Centrica’s taxes imposed on income or gross receipts and taxes for unemployment insurance, old age retirements benefits, pensions, as now or hereafter imposed. Owner shall be responsible for all other taxes imposed by the Project including but not limited to sales tax, duties, tariffs, fees or other governmental imposed charges that Centrica may be required to pay or collect. In the event that Owner provides Centrica with sales tax exemption documentation, to the extent any taxing authority determines that sales tax is due and payable by Centrica, Owner shall indemnify, protect, defend and hold harmless Centrica from and against all liability, penalty, interest, fine, tax assessment, attorney’s fees or other expense or cost whatsoever incurred by Centrica as a result of any action taken against Centrica specifically relating to the tax issues discussed in this section. This provision shall survive completion or termination of this Agreement.

2.1.2 EQUIPMENT PRICING. As of the Effective Date of the Agreement, Centrica shall commence any authorized Preconstruction Services, which will include additional engineering and design work required for final procurement of equipment needed for the Work. The Contract Price assumes a dollar amount for major equipment and components (“Pricing Assumption”) including inverters, modules, racking and steel prices. In the event of a material increase or decrease of the Pricing Assumption, defined as a 5% or more variance of the Pricing Assumption, Centrica shall notify Owner in writing of the same within ten (10) Business Days

of knowledge of the same and the Contact Price shall be increased or decreased by the documented percentage.

2.2 PAYMENT. Upon invoiced application for payment, Owner shall make payment to Centrica as follows:

2.2.1 Each application for payment shall provide detail and back-up information or data as Owner may reasonably require and be based upon the Work completed and materials stored on site and/or at locations approved by Owner. **Schedule 3 – Milestone Payment Schedule** shall be used in establishing percentages of Work complete in payment applications.

2.2.2 Owner shall pay Centrica within thirty (30) days from date of invoice. In the event that Owner disputes any portion of the Work, it shall notify Centrica in writing within ten (10) days, to permit Centrica to correct the Work or adjust the application for payment. Owner shall pay all undisputed portions of the Work upon receipt of a re-submitted invoice not later than twenty (20) days date of invoice.

2.2.3 Final payment, constituting the entire unpaid balance of the Contract Price, shall be paid by Owner within fifteen (15) days of the date of Final Completion.

2.2.4 Payments due and unpaid shall bear interest from the date due at the legal rate prevailing from time to time at the place where the Project is located.

2.3 LIEN WAIVER. Centrica shall accompany each invoice with a lien waiver as set forth in in **Schedule 8 - Lien Waiver**.

ARTICLE III OWNER'S OBLIGATIONS

3.1 LAWFUL AUTHORITY. Owner represents and warrants to Centrica that it is the sole lawful owner of the Facility or that it has the full authority and right to make the improvements to the Facility as contemplated by the Agreement; and it shall defend, indemnify and hold Centrica harmless on account of any liabilities incurred by Centrica resulting from a breach of this representation and/or warranty.

3.2 AUTHORIZED REPRESENTATIVE. Owner shall designate one (1) individual who shall be its authorized representative. Such authorized representative shall be the only person Centrica shall look to for instructions, orders and/or directions, except in an emergency, in connection with the Project. Owner has designated Steve Palmer as its authorized representative for purposes of this Agreement.

3.3 SITE ACCESS AND STORAGE. Owner, at its sole cost and expense, shall perform those obligations allocated to Owner in **Schedule 1 - Scope of Work**. Additionally, Owner shall provide Centrica with site access and onsite storage.

3.4 TIMELY COMMUNICATIONS. Owner will establish and implement procedures for expediting and processing submittals, transmittals and written approvals relating to the Project. Unless otherwise specified in the Agreement, and except in the event of an emergency, communications by and with Centrica's other subcontractors and suppliers shall only be through Centrica.

3.5 OTHER. Owner will perform any other obligations expressly set forth in the Agreement.

ARTICLE IV CENTRICA'S OBLIGATIONS

4.1 REPRESENTATIONS REGARDING THE PROJECT. Centrica represents that it is an independent contractor, and Centrica represents that it is familiar with the obligations required of it pursuant to this Agreement.

4.2 SUPERVISION AND WORK PROCEDURES. Centrica shall supervise and direct the Work, using good workmanlike skill and attention ordinarily used by members of the profession performing similar work and services under similar circumstances. Centrica shall be solely responsible for, and have control over, the means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, unless the Agreement gives other specific instructions concerning these matters. Centrica shall be solely responsible for and liable to Owner for any acts and omissions of Centrica's employees and subcontractors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of Centrica.

4.3 LABOR AND MATERIALS. Centrica shall provide and pay for all labor, materials, supplies, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work unless otherwise provided by the Agreement. Centrica shall deliver, handle, store and install materials and equipment in accordance with manufacturers' instructions. Centrica may make substitutions only with the consent of Owner and in accordance with a written Change Order.

4.4 DESIGN AND DRAWING.

4.4.1 APPROVALS. Centrica will submit for Owner's review and approval the designs, plans, and drawings in accordance with the Project Schedule. Owner will promptly render decisions required pursuant to this Agreement in writing and in conformity with the agreed upon project schedule, including but not limited to providing feedback and/or approval on design documents and other submittals within fourteen (14) days of its receipt of the same. Centrica will be entitled to an equitable Change Order for any delay in providing necessary approvals and feedback.

4.4.2 FINAL DRAWINGS. Upon Centrica's receipt of the final payment of the Contract Price, Centrica will deliver to Owner a set of the final design specifications for the system as required by the Agreement (which specifications may be included in the plans and drawings) and to the extent applicable, Stamped Plans and shop drawings and test reports, including performance test reports and commissioning documents, in sufficient detail to allow the operation and maintenance of the System (the "Final Drawings"). All Final Drawings shall be provided in electronic form upon Final Completion. Upon such delivery, the Final Drawings are deemed to be Contract Documents.

4.5 WARRANTY

4.5.1 WARRANTY. Warranty shall be in accordance with **Schedule 4 – Manufacturer and Installation Warranties**.

4.5.2 ASSIGNMENT OF MANUFACTURER WARRANTIES. Upon Substantial Completion, Centrica hereby assigns to Owner all equipment, products, supplies, systems and other goods ("Goods") incorporated into the Work warranties to Owner.

OWNER'S REMEDIES ARE SPECIFICALLY LIMITED TO REPAIR OR REPLACEMENT OF THE GOODS OR THE RE-PERFORMANCE OF THE SERVICES AND ARE EXCLUSIVE OF ALL OTHER REMEDIES.

4.6 SUBSTANTIAL/FINAL COMPLETION.

4.6.1 "Substantial Completion" shall mean that all Goods are installed pursuant to the specifications set forth in **Schedule 1 -Scope of Work** with respect to the completion of the Work and that the Work would produce power or operate as intended under the Agreement but for any remaining third-party works or services (including, but not limited to, utility scope of work, utility energization, and in-service testing). Centrica shall determine those items of Work that do not impact proper functionality in form of a punch list ("Punch List), which is deferred until after Substantial Completion. Owner shall review and respond with commercially reasonable modifications. If Owner does not approve the Punch List within fourteen (14) days, the Punch List shall be deemed approved. Upon approval of the Punch List, Substantial Completion shall be deemed met and Centrica shall issue shall execute a Certificate of Substantial Completion fixing the date of

Substantial Completion and listing all Punch List items of Work, in substantially the form attached hereto as **Schedule 6 – Certificate of Substantial Completion**. Owner may only reject Goods provided in relation to the Work that do not materially conform to the specification of the Agreement; provided however, upon Substantial Completion, the Goods shall be deemed to have been accepted on an unqualified basis by Owner and Owner waives all claims with respect thereto. Thereafter, all nonconforming Goods shall be subject to the relevant manufacturer's warranty.

4.6.2 "Final Completion" means the point when all of the Work is fully and finally complete, including the completion of the Punch List, in accordance with the requirements of this Agreement.

4.7 PERMITS, FEES AND NOTICES. Centrica shall coordinate with the appropriate authorities to secure and pay for all required and applicable building permit and/or other permits and governmental fees, licenses and inspections in respect of which Centrica is responsible for as specified in **Schedule 1 – Scope of Work**. Centrica shall provide reasonable assistance and support to Owner in connection with those permits, governmental fees, licenses and inspections in respect of which Owner is responsible for in **Schedule 1 – Scope of Work**.

4.8 CLEANING UP. Centrica shall keep the Project and surrounding area free from accumulation of waste materials or rubbish caused by the Work. At completion of the Work, Centrica shall remove from and about the Facility any waste materials, rubbish, Centrica's tools, construction supplies, machinery and surplus material.

4.9 SAFETY OF PERSONS AND PROPERTY. Centrica is solely responsible for, and hereby agrees to take all necessary and required steps to protect a) its employees, contractors, subcontractors, suppliers, workers, guests, invitees and all other persons at any part of the Facility under Centrica's control, b) materials, supplies and equipment stored at the Facility for use in performance of the Work, and c) the Project and all property located at the Facility that relates to the Project. Centrica shall designate an individual at the Facility in the employ of Centrica who shall act as Centrica's designated safety representative.

4.10 HAZARDOUS MATERIALS. Centrica obligations expressly exclude any condition, within the Work, of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos, lead or PCBs, in or on the premises. Owner represents that there is no hazardous material on the premises that may in any way affect Centrica's ability to deliver the Services. If either Party becomes aware of or suspects the presence of hazardous materials on the premises, Centrica shall have the right to suspend or stop work in the affected area immediately and shall notify the Owner. Owner will be responsible for correcting the hazardous condition in accordance with all applicable laws. Centrica shall have no responsibility for any claims arising out of or relating to the presence of hazardous materials on the premises. To the extent that the presence of hazardous materials on the premises, Centrica shall be entitled to an equitable Change Order to address any impact to the schedule or price.

ARTICLE V CHANGES

5.1 CHANGE ORDERS. During the term of this Agreement, either Party may request changes, additions, or deletions of the Work in the Agreement. Any such changes shall be pursuant to a duly written change order, signed by each Party, stating the changes in the Work, the amount of the adjustment to the Contract Price, and/or the extent of the adjustment to the Project Schedule ("Change Order"). The Parties will reasonably and expeditiously negotiate in good faith the appropriate adjustments for changes in the Work however, Centrica shall not have the obligation to perform Work until appropriate adjustments have been duly agreed upon in the Change Order.

ARTICLE VI INTELLECTUAL PROPERTY

6.1 LICENSE TO USE. Centrica retains all intellectual property rights, whether registered or unregistered, including trademarks, patents, and copyright of all documents, design rights, developed programs, software and models and other data developed in the course of the Project. ("Centrica IP") Centrica hereby grants to Owner and/or the site Owner, as applicable a non-exclusive, non-assignable license to use the Centrica IP delivered to Owner or

embodied in the Project for the purpose of operation, maintenance and decommissioning of the Work. To the extent Owner sells or transfers the Project to another entity, Owner shall obtain written consent from Centrica, which shall not be unreasonably withheld.

6.2 INTELLECTUAL PROPERTY INDEMNITY. Centrica will indemnify and hold harmless Owner from any claim, suit or proceeding brought against Owner by a third party for a claim that the Work furnished by Centrica and used in the manner for which it was intended and sold to Owner constitutes and infringement of any US, Canadian or EU patent. If Centrica is promptly notified in writing and given authority, information and assistance reasonably necessary for the defense of such claim or proceeding (for clarity Owner is not being required to provide financial assistance) Owner may participate in the defense. Centrica shall remain solely responsible for all costs and fees, including all attorney and professional costs and fees associated with the defense and settlement of such claim. Should it be held that any of the Work constitutes an infringement, Centrica shall, at its sole discretion and its own expense, procure for Owner the right to continue to use the Work, replace the Work or modify the Work to become non-infringing.

6.3 EXCLUSIONS. Provided however, Centrica's intellectual property indemnity obligation shall not apply to liability for infringement where the Work (a) is modified without written approval of Centrica, (b) used in a manner different than the use communicated and understood as a part of the Project, (c) was designed or specifically required by Owner's specifications. Owner will indemnify and hold harmless Centrica from any third-party claim based upon these exclusions.

ARTICLE VII INSURANCE

7.1 CENTRICA INSURANCE. Throughout the term of the Agreement, Centrica shall maintain in full force and effect the insurance coverages set forth in **Schedule 7 – Insurance**. Prior to commencement of the Work or as requested by Owner, Centrica will provide evidence of the insurance in form of an ACORD certificate of insurance by companies having an AM Best Rating of A- or better.

7.2 INSURANCE TO PROTECT PROPERTY.

7.2.1 BUILDER'S RISK COVERAGE. Owner shall obtain and maintain property builder's all-risk insurance ("Builder's Risk"), in a form reasonably acceptable to Centrica, upon the entire Project including the Facility and all existing structures in which any of the Services are to be performed, as well as all Project equipment, materials and supplies, for the full cost of replacement at the time of any loss. Such insurance shall include as insureds/loss payee Owner, Centrica and all subcontractors and suppliers, as their interests may appear. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include risk coverage including, at a minimum, theft, vandalism, malicious mischief, inland transit, collapse, temporary buildings, debris removal, flood, earthquake, wind, testing and damage resulting from defective design, workmanship, and material. Owner shall be responsible for all premiums and any co-insurance penalties, exclusions, sub-limits, or deductibles. Such insurance shall be primary and noncontributory in respect to any insurance of Centrica, and all subcontractors and suppliers.

7.2.2. PROPERTY DAMAGE. Owner and Centrica waive all claims and other rights they may have against each other for loss of and/or damage to: (i) the Project; (ii) all equipment, materials, machinery, supplies, and other items used in accomplishing the Work and/or to be incorporated into the Project, while the same are in transit, at the Project site and/or the Facility, during erection, and otherwise; and (iii) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such insurance held by Owner as trustee.

ARTICLE VIII DELAYS

8.1 EXCUSABLE DELAY. In the event of any of the following (each, an "Excusable Delay"), Centrica shall be entitled to a Change Order effecting equitable adjustment to the Project Schedule:

8.1.1 OWNER CAUSED DELAYS. Owner caused delays for failure to perform any obligations under the Agreement, including action or inaction by Owner, its employees, agents, contractors, subcontractors or lenders (“Owner Caused Delay”);

8.1.2 CHANGE IN LAW. The change of any law, regulation or industry code of practice that has a material impact on Centrica’s ability to perform the Work (or any element thereof) by the date(s) set out in this Agreement;

8.1.3 CONCEALED CONDITIONS. Discovery of any unknown, concealed or hidden conditions in the Facility structure or grounds that would or could delay or prevent the completion of the Work, provided that Centrica could not have reasonably determined such conditions existed from a visual inspection as of the Effective Date (“Concealed Conditions”); and/or

8.1.4 FORCE MAJEURE. “Force Majeure” means any event or circumstance, other than for payment owed under the Agreement, beyond the reasonable control of the affected Party, including, without limitation: acts of God or a public enemy; expropriation or confiscation of facilities; compliance with any order or request of any Governmental Authority; change in law; acts of war, rebellion, terrorism or sabotage; or resulting damage due to fires, floods, explosions and accidents; labor difficulties or riots or strikes or other concerted acts of workmen, whether direct or indirect; acts of third parties; transportation difficulties, inability to obtain equipment, materials or qualified labor sufficient to fill orders; delays in the manufacturing, delivery or installation of goods or services resulting from the spread of disease, epidemics, pandemics, or other harmful impacts to personnel who perform labor or provide said goods or services; delays or stoppage due to animals, inability to obtain required governmental approvals, permits or licenses, as applicable or any other causes, whether or not of the same class or kind as these, which are not within the control of the affected Party.

8.2 NOTICE OF DELAY. If the Work is delayed for any reason (including as a result of any Excusable Delay) and such delay is reasonably likely to have a material adverse effect on the construction or operation of the System, Centrica will, as soon as practicable after it becomes aware: (a) notify Owner, in writing, of the nature, cause and date of commencement of the delay or interruption; (b) exercise all commercially reasonable efforts to minimize the delay; and (c) notify Owner when the delay ceases.

ARTICLE IX TERMINATION

9.1 TERMINATION BY OWNER FOR CAUSE. Owner may terminate this Agreement for Owner Cause (as hereinafter defined) if after giving Centrica written notice of such Owner Cause, Centrica fails to cure the same within thirty (30) days following receipt of such notice or, if such cure cannot reasonably be effected within thirty (30) days, Centrica has initiated the cure within such time period and Centrica thereafter continues such cure diligently until completion.

9.1.1 For purposes of this section 9.1, “Owner Cause” shall mean the occurrence of any of the following:

- a. Any material failure on the part of Centrica to perform or comply with the terms and conditions of this Agreement; or
- b. The commencement by or on behalf of Centrica of any voluntary or involuntary (if not cured within thirty (30) days) relating to or associated with the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or Centrica being adjudicated a debtor or declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other U.S. Federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or Centrica making a general assignment for the benefit of creditors, or admitting in writing its inability to pay its debts generally as they become due, and/or if a custodian, receiver, trustee or liquidator of Centrica, all or substantially all of the

assets or business of Centrica or of Centrica ' interest in this Agreement, is appointed in any proceeding.

- 9.1.2 Owner shall be responsible for paying for all Work performed by Centrica through the effective date of termination. In the event that Centrica is terminated by Owner under this provision, and it is later determined that such termination was improper, Centrica shall be entitled to the remedies set forth in Section 9.3 (Termination for Convenience). Notwithstanding the foregoing, Owner may deduct from the amount due to Centrica the actual and reasonable direct costs to Owner of any necessary remediation required with respect to the matters resulting in such termination.

9.2 TERMINATION BY CENTRICA FOR CAUSE. Centrica may terminate this Agreement for Centrica Cause (as hereinafter defined) if after giving Owner written notice of such Cause, Owner fails to cure the same within the applicable cure periods set out below.

9.2.1 For purposes of this section 9.1, "Centrica Cause" shall mean the occurrence of any of the following:

- a. If the Work has been stopped for at least thirty-day period under court order or order of other governmental authorities having jurisdiction, or as a result of the declaration of a national emergency or other governmental act during which, through no fault of Centrica, materials, supplies, tools, and construction equipment and machinery for the Work are not available.
- b. If Owner has failed to pay any compensation due to Centrica under this Agreement and fails to cure within ten (10) written days' notice of non-payment. Provided Centrica may, at its sole election, suspend performance of the Work, with written notice to Owner, as though suspended by Owner.
- c. If the Work has been suspended for any reason by Owner for a continuous period exceeding sixty (60) days.
- d. If Owner or any of its employees, agents, contractors or subcontractors has materially hindered or delayed Centrica in the performance of any of its obligations, or Owner has otherwise has materially breached any covenant, agreement, warranty or representation set forth in this Agreement, if after giving Owner written notice of thereof Owner fails to cure the same within thirty (30) days following receipt of such notice or, if such cure cannot reasonably be effected within thirty (30) days, such cure is undertaken within such time period and is thereafter continued diligently until completion.
- e. The commencement by or on behalf of Owner of any voluntary or involuntary (if not cured within thirty (30) day) case relating to or associated with the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or Owner being adjudicated a debtor or declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other U.S. Federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or Owner making a general assignment for the benefit of creditors, or admitting in writing its inability to pay its debts generally as they become due, and/or if a custodian, receiver, trustee or liquidator of Owner, all or substantially all of the assets or business of Owner or of Owner ' interest in this Agreement, is appointed in any proceeding.

- 9.2.2 Upon such termination, Centrica shall be entitled to recover from Owner as provided in Section 9.3.1 (Termination for Convenience).

Upon the payment of such sum neither Party shall have any further liability to the other except for those obligations expressly specified in this Agreement to survive its termination.

9.3 TERMINATION FOR CONVENIENCE.

- 9.3.1 Owner may terminate this Agreement for convenience (“Termination for Convenience”) upon ten (10) days written notice to Centrica. Centrica shall be entitled to recover from Owner as follows:

- a. Owner shall be responsible for paying for all Work performed by Centrica through the effective date of termination and to the extent any Work shall be based upon a milestone payment, or the percentage of Work complete therein.
- b. Owner shall pay for all demobilization costs incurred by Centrica, and unavoidable third-party costs incurred by Centrica, including any equipment or material acquired by the Centrica, in connection with the Project; and
- c. Owner shall further assume and become liable for obligations, commitments, and unsettled claims that Centrica has previously undertaken or incurred in good faith on behalf of the Owner in connection with the Work hereof.

9.3.2 Centrica may terminate the Agreement for convenience if: (i) Owner fails to issue a NTP within 60 days of the Effective Date or the completion of the Preconstruction Services as set out in section 1.3; (ii) the Pricing Assumptions and Clarifications in Schedule 1 - Scope of Work are incorrect and the parties are unable to reach a mutually acceptable adjustment to the Contract Price, or (iii) a Centrica Exclusion in Schedule 1 – Scope of Work is required and the parties are unable to reach a mutually acceptable adjustment to the Contract Price. Owner shall pay Centrica for its Work performed up until the time of termination plus any third-party costs (including, but not limited to, any engineering, equipment or material costs) reasonably incurred by Centrica in connection with the Project.

9.4 SUSPENSION.

9.4.1 In the event of suspension (including suspension for delays in Owner’s or its agent’s performance for failure to promptly approve drawings or procedures), Owner shall reimburse Centrica for all costs incurred as a result of such delay including, reactivation; delivery time shall be adjusted, milestone payments, if applicable, will be adjusted to keep Centrica whole for its costs incurred.

9.4.2 Owner may only suspend the Agreement upon written notice to Centrica. In the event of suspension, in excess of sixty (60) days, Centrica may terminate the Agreement and be paid in accordance with Section 9.3 (Termination of Convenience).

ARTICLE X
INDEMNIFICATION AND WAIVERS

10.1 OWNER INDEMNIFICATION. OWNER SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS, REIMBURSE AND DEFEND CENTRICA, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS (CENTRICA GROUP) FROM, FOR AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR INJURY OR DEATH OR DAMAGE TO PROPERTY BUT ONLY, DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER GROUP, AS DEFINED BELOW.

10.2 CENTRICA INDEMNIFICATION. CENTRICA SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS, REIMBURSE AND DEFEND OWNER, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS (OWNER GROUP) FROM, FOR AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR INJURY OR DEATH OR DAMAGE TO PROPERTY BUT ONLY, DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CENTRICA GROUP.

10.3 NOTICE. Each Party shall promptly notify the other in writing of any claims from any claim that may be covered by the indemnities set forth in this Article X. To the extent that a Party fails to timely be given written notice of any claim for indemnification, the other shall not be obligated to indemnify to the extent such delay prejudices the indemnitor.

10.4 DEFENSE OF CLAIMS. The indemnifying Party, under Article X (the "Indemnitor") shall have sole charge and direction of the defense of any suit or proceeding based on any claim, demand, loss, damage, cause of action, suit or liability for which Indemnitor is responsible under any such section. The indemnified Party (the "Indemnitee") shall give the Indemnitor such assistance as the Indemnitor may reasonably require in such defense and shall have the right to be represented in such defense by counsel of its own choice at its own expense. If the Indemnitor fails to defend diligently such suit or proceeding, the Indemnitee may, in its reasonable discretion, either defend such suit or proceeding or settle the claim which is the basis thereof, without the consent of the Indemnitor, but with prior written notice to the Indemnitor.

10.5 WAIVER OF DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, (A) OWNER AND CENTRICA AND THEIR RESPECTIVE AFFILIATES HEREBY WAIVE ALL CLAIMS FOR SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES OR OTHER ECONOMIC LOSSES OR DAMAGES WHETHER ARISING UNDER CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE OR COMBINATION OF CAUSES; (B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF CENTRICA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID BY OWNER TO CENTRICA UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10.6 THE OBLIGATIONS AND LIMITATIONS UNDER THIS ARTICLE X (INDEMNIFICATION AND WAIVERS) SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.1 ENTIRE AGREEMENT. This Agreement, including the Contract Documents, embodies the entire agreement and understanding of the Parties in respect to the Work. Each Party acknowledges that no other Party has made any, or makes any, promises, representations, warranties, covenants or understandings other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the Work.

11.2 THIRD PARTY BENEFICIARY. The Agreement is solely for the benefit of Owner and Centrica and not otherwise be deemed to confer upon or give to any third party any right, claim or cause of action or other interest herein.

11.3 SURVIVAL. The provisions addressing indemnity, limitation of liability and all other provisions which by their nature are intended to survive, shall survive termination or expiration of the Agreement.

11.4 CONTRACT INTERPRETATION. Any term not defined in the Agreement that is used in this Agreement, shall have its plain meaning in common English usage provided that words and abbreviations having well-known meaning in the United States power generation industry shall have those meanings. Reference to an agreement, contract or documents shall include any subsequent amendments to such agreement, contract or documents unless otherwise stated herein. Reference to a Party includes that Party's successors and permitted assigns. Headings and captions are for convenience and reference only and shall not affect the construction or interpretation of this Agreement. The grouping of the articles in this Agreement and of specifications under the various headings is solely

for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs or the use of headings be construed to limit or alter the meaning of any provisions. The terms “herein,” “hereof” and “hereunder,” and words of similar import, refer to this Agreement as a whole and not to any particular section, subsection or Schedule or Exhibit. The terms “include”, “includes” or “including” means “including, but not limited to.” The Parties have participated jointly in the negotiation and drafting of this Agreement, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions hereof.

11.5 **APPLICABLE LAWS.** In carrying out the Work, Centrica shall comply with all applicable laws, regulations, ordinances, rules, codes, statutes and other requirements of local, state or federal governmental authorities having jurisdiction over the Work.

11.6 **NOTICE.** All notices required under this Agreement shall be in writing and shall be given either by: (i) personal delivery with signed receipt; or (ii) a national overnight delivery service which provides proof of delivery and addressed to the other Party at such Party’s address specified above; (Such address may be changed by a Party giving notice thereof in accordance with this provision); or (iii) by electronic mail with delivery acknowledged by the receiving Party. Provided however, notice of suspension, termination or default shall be sent by way of (i) and (ii).

11.7 **ASSIGNMENT.** Neither Owner or Centrica shall assign its interest in this Agreement without the prior written consent of the other, which shall not be unreasonably withheld; provided however, (a) Owner may conditionally assign to an institutional lender providing financing for the Project as long as the assignment is no less favorable to Centrica than this Agreement, and Centrica shall execute all consents reasonably required and (b) Centrica may assign its interest to an affiliated entity, without Owner’s consent .

11.8 **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to conflicts of laws rules or principles. Any proceeding between the Parties shall be commenced and maintained in the state or federal courts located in Los Angeles County, California.

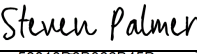
11.9 **SEVERABILITY.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

11.10 **NO WAIVER OF PERFORMANCE.** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.


11.11 **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be forever binding upon, the Parties and their respective successors, legal representatives and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

DONNER SUMMIT PUBLIC UTILITY DISTRICT

Signed by:

5801058260847...
Name: Steven Palmer
Title: General Manager
Date: 6/23/2025

CENTRICA BUSINESS SOLUTIONS SERVICES, INC.

DocuSigned by:

7D478B7028D943A...
Name: Matt Darcangelo
Title: Matt Darcangelo- Vice President of Operations
Date: 6/24/2025

SCHEDULE 1 – SCOPE OF WORK

CENTRICA agrees to provide all labor, supervision, services, materials, installation, cartage, hoisting, supplies, insurance, sales tax, equipment, scaffolding, tools and other facilities required for the completion of the Work in accordance with the Agreement.

1. System Configuration and Key Equipment

- 1.1. PV Solar System Nameplate Rating - 125.3 kW DC (at standard test conditions)
 - 1.1.1. Boviet PV Modules (qty 216) or equal
 - 1.1.2. CPS Solar PV Inverters (qty 3) or equal
 - 1.1.3. MT Solar Racking System or equal
- 1.2. Battery Energy Storage System Nameplate Rating – 200 kW / 407 kWh
 - 1.2.1. Socomec Battery Energy Storage System Manufacturer
- 1.3. Utility Meter(s) – Meter # 1009483810 is the primary point of connection.
- 1.4. General System Information
 - 1.4.1. Site Utility – PG&E
 - 1.4.2. Utility Interconnection Type – Behind the Meter
 - 1.4.3. Utility Interconnection Method – Line Side Tap
 - 1.4.4. System Mounting Type – Ground Mount
 - 1.4.5. Tilt Angle(s) – Variable tilt, manually operated
 - 1.4.6. Azimuth(s) - varies
 - 1.4.7. 1st Year Production Estimate – 169,104 kWh

2. OWNER-Provided Documents, Materials, and Services

- 2.1. OWNER agrees to provide the following documents, materials, and services in support of the Work in each case by the date specified below or (if no such date is specified) such date that will enable Centrica to perform its obligations under this Agreement in a timely manner. OWNER shall be responsible for the procurement, payment, fees, taxes, storage, freight and delivery of the following items. Delays, failures, defects, and production shortfalls resulting from this equipment is explicitly excluded from CENTRICA’S warranties and guarantees.
 - 2.1.1. As-built roof framing plan(s) and roof warranty information
 - 2.1.2. As-built electrical plan(s).
 - 2.1.3. As-built site services plan(s).

3. OWNER Requirements

- 3.1. Owner shall:
 - 3.1.1. Access. Grant or facilitate secure access to, from, and across the Site for Centrica and its employees and subcontractors for performance of the Work, including but not limited to, access for lifting, rigging, and material handling equipment and access necessary to fulfill any warranty obligations; and not prevent, obstruct, or otherwise interfere with the exercise of such access rights;
 - 3.1.2. Temporary Services. Ensure Centrica has access to and use of lighting, power, water, and any other utilities or services necessary for performance of the Work.
 - 3.1.3. Storage Space. Provide Centrica with reasonable storage space located at the Site for storage of materials, tools, and equipment.
 - 3.1.4. Security. Continue to employ and be fully responsible for all security measures to protect the Site from unauthorized access and damage to or theft of property on the Site, including Centrica’s

equipment, machinery, and components located at the Site, throughout the term of this Agreement through the date of Final Completion and during the time period Centrica is performing any warranty work.

3.1.5. Other. Perform any other obligations expressly set forth in this Agreement.

4. General Conditions

- 4.1. Bonds – At OWNER’S expense, CENTRICA shall deliver, or shall cause its Subcontractor(s) to deliver, to OWNER payment and performance bonds from a qualified surety licensed in the State, and in form and substance acceptable to OWNER in the penal sum, when aggregated if multiple payment and performance bonds, of one hundred percent (100%) of the Contract Price, which shall name OWNER and any designated Lender as multiple obligees. The payment and performance bonds shall secure the full scope of performance of this Agreement and prompt payment for all labor, Subcontracts and materials.
- 4.2. Codes, Standards, and Specifications – The Work shall comply with all the currently approved applicable Standards (including Codes and Technical Definitions).
- 4.3. Foundation Refusals – In the event that review of documentation reveals potential for difficult foundation installation due to site conditions, surface contours, soil conditions, drainage, trees, fill, ground, rock, subsurface conditions or any other condition of the Facility, additional site exploration shall be discussed with OWNER to determine alternative foundations and/or means and methods of performing the Work.
- 4.4. Interconnection Application – CENTRICA shall facilitate the Utility interconnection application process on the OWNER’s behalf. OWNER will return all documents, forms, and certifications necessary for CENTRICA to request interconnection services and an executed Interconnection Agreement. OWNER will ensure any other interconnection documentation or PTO paperwork required by the Utility is promptly executed and returned pursuant to CENTRICA’s reasonable instructions.
- 4.5. Labor – CENTRICA shall FURNISH the labor necessary to complete the Work in a timely manner. CENTRICA shall hire people who demonstrate the competence either through experience and/or education and shall train staff on the requirements herein.
- 4.6. Layouts – CENTRICA shall assume full responsibility for proper location and layout of equipment.
- 4.7. Metal Shavings - During the Work, CENTRICA shall clean up all metal shavings daily. If metal cutting is to be performed on the roof, it shall be done so over a tarp, in one location, to mitigate any metal shavings from being left on site. No metal shavings are to be left inside any electrical equipment.
- 4.8. Monitoring Portal – CENTRICA shall provide OWNER with access to an online monitoring portal. Access to the portal will be pre-paid by CENTRICA for the term of the Workmanship Warranty and is included in the Contract Price. A cell modem is included in the Scope of Work and CENTRICA shall be responsible for the cost of the cellular service for the term of the Workmanship Warranty.
- 4.9. Permission to Operate (“PTO”) – CENTRICA shall be responsible for initially obtaining and coordinating the PTO Date with the Utility in accordance with the Interconnection Agreement.
- 4.10. Prevailing Wage – CENTRICA, and any vendor thereof, shall pay the rate of wages for regular, overtime and holiday work plus employer payments for all benefits generally prevailing in the locality in which the work is to be performed, to the extent required by law. This requirement shall include all crafts, classifications or types of workers used on the ordering agency premises at the point of delivery by CENTRICA, or vendor, for the assembly and installation of the materials purchased and/or services

provided under this agreement. CENTRICA shall comply with the Laws and Regulations governing the payment of prevailing wage as identified in the Labor Code and applicable law.

- 4.11. Project & Construction Management – Before commencing activities on site, Centrica shall attend a meeting at the Facility, or via conference call with members of the OWNER’s team to discuss execution of the Work. Centrica shall have its Site Manager for each project in attendance at the meeting. CENTRICA shall provide a weekly progress report covering the prior week activities and progress for all projects currently active. CENTRICA shall provide weekly reports until Final Completion for all projects included in the Agreement. Commencing after Notice to Proceed, a weekly meeting will be held via conference call to discuss the weekly report and relevant current issues.
- 4.12. Rebate Assistance – Not Applicable
- Renewable Energy Credits (“REC”) – Not Applicable
- 4.13. Roof Protection – Not Applicable
- 4.14. Shutdowns - CENTRICA shall provide a shutdown plan to the OWNER, at least 5 Business Days prior to the planned shutdown work being performed, detailing the equipment needing to be shut down, timeline for work being performed, and safety procedures for lock out/tag out. Shutdown plan shall be reviewed and agreed to by OWNER prior to any shutdown work being performed.
- 4.15. Site Restoration after Construction – Once construction activities have been completed, CENTRICA shall (as far as reasonably practicable having regard to the nature of the Work and the Goods) restore the site to a condition reasonably similar to its former condition.
- 4.16. Traffic Control – Not Applicable
- 4.17. Trenching - Trench lines must be approved by OWNER, and on-site management team prior to construction. All affected concrete/asphalt must be repaired and/or replaced upon completion of install. All affected parking lot paint and markings shall be repainted as necessary, and these costs shall be included in the Contract Price. Changes to the trench lines at the direction of the OWNER made after Notice to Proceed may be subject to Change Order.
- 4.18. Utility Mitigations - After review of the Utility interconnection application or Utility studies, the Utility may require additional upgrades and/or mitigations to the host Facility, or Utility infrastructure, to support the interconnection of the System to the Utility. CENTRICA will facilitate mitigation discussions between the Utility and the OWNER. However, any costs or delays associated with Utility mitigations shall be the responsibility of the OWNER and processed as a change order.

5. Permits

- 5.1. The Parties shall be responsible for coordinating with the appropriate authority having jurisdiction and obtaining the following approvals for the Work by the dates specified below:
- 5.1.1. Fire Review (if applicable): Centrica by 4/10/2026
 - 5.1.2. Planning Review (if applicable): Centrica by 4/10/2026
 - 5.1.3. Building Permit: Centrica by 4/10/2026
 - 5.1.4. Electrical Permit: Centrica by 4/10/2026
 - 5.1.5. US Forestry Service Permit: Centrica by 4/10/2026
- 5.2 Each of the Parties shall provide the other with such assistance and support as the other may reasonably require in connection with the permits referred to above. OWNER shall be responsible for obtaining and maintaining all other permits, waivers, consents, exemptions, entitlements, conditional use permits,

variances, certificates, franchises and authorizations (“Special Permits”) required by law or necessary for CENTRICA to perform the work in accordance with the Agreement. Any additional engineering (e.g., civil, storm water management, environmental, etc.) required to obtain Special Permits will be paid for by OWNER under the applicable Change Order.

6. Utility Interconnection Application

- 6.1. CENTRICA shall be responsible for the Utility Interconnection Application process and OWNER shall provide CENTRICA with such assistance and support as CENTRICA may reasonably require in connection with such process.
- 6.2. CENTRICA shall facilitate interconnection study/mitigation results meetings between the Utility and OWNER (if applicable).

7. Site Services

- 7.1. CENTRICA shall FURNISH the following site services equipment necessary to support the Work:
 - 7.1.1. Sanitation
 - 7.1.2. Latrines & Wash Stations
 - 7.1.3. Waste Removal
 - 7.1.4. Temporary Fencing w/Screening
- 7.2. CENTRICA shall FURNISH a temporary receiving yard at OWNER-approved location on the site.
- 7.3. CENTRICA shall provide prompt written notice to OWNER upon receipt of any materials provided by OWNER which CENTRICA deems defective or otherwise inoperable.
- 7.4. FURNISH and INSTALL all fall protection necessary to complete the work, including, but not limited to: guard rails, warning lines, skylight covers, and fall arrest harnesses.

8. Equipment Rentals

- 8.1. CENTRICA shall supply all equipment necessary to complete the Work, including, but not limited to: hoisting, loading, rigging, ladders, scaffolding, extendable reach forklift, pallet Jacks, forklifts, etc.

9. Limited Notice to Proceed (LNTTP) - Preconstruction Design & Engineering Phase

Following signature of this Agreement, CENTRICA will commence with the Services and activities outlined below, which is divided into multiple phases:

- 9.1. Array Design – Ground Mount
 - 9.1.1. Perform line locating, and geotechnical investigation and/or pull tests necessary to confirm array foundation design.
 - 9.1.2. Professional Engineer, registered in project State, to provide a stamped letter approving the foundation plan for array based on Geotechnical evaluation and/or pull tests.
 - 9.1.3. Perform an on-site survey by a registered surveyor to determine easements, setbacks, or potential conflicts with existing underground utilities.
 - 9.1.4. Perform final measurements and shading analysis to confirm System size and production estimates.
 - 9.1.5. Submit Array design to racking manufacturer for approval (as required).
- 9.2. Electrical Review and Preliminary Design
 - 9.2.1. Confirm that the existing main incoming electrical service is capable for use as the interconnection point for the PV system to the facility and utility power grid.
 - 9.2.2. Determine optimal location for inverters and other main electrical equipment and confirm locations with Owner.

9.2.3. Determine need for any additional required electrical components (transformers, disconnects/switches, breakers, panels, etc.) necessary to interconnect the System to the facility and utility power grid

9.3. Interconnection Study

9.3.1. Provide the necessary information and participate in any special studies required by the Utility to complete the interconnection approval process. OWNER will be notified via change order and will be responsible for any Utility fees or costs associated with these studies or mitigation work, if required.

9.4. Preconstruction Services Deliverables - At the completion of the activities listed above, CENTRICA will submit the following items to the OWNER for review:

9.4.1. Completed 30% System design for OWNER approval, noting any changes to the original design presented in Exhibit, including a copy of a letter from a Professional Engineer approving structural design and weight distribution, with upgrade plan and costs as required.

9.4.2. Updated project schedule.

9.4.3. Roof Warranty action items and cost summary as required.

9.4.4. Copy of Utility Generation Interconnection Services Engineering Review results, or System Impact Study Report (if applicable) with defined upgrades and costs as required. OWNER will pay any upgrade costs directly to the Utility.

9.4.5. Complete list of any additional scope items identified during the Preconstruction Services process (if any), along with a change order request outlining the added cost associated with each (if needed).

9.4.6. Request for Notice to Proceed (NTP)

10. Notice to Proceed (NTP) - Final Design and Planning Phase

Following OWNER'S issuance of the NTP, CENTRICA (or in relation to 10.4.1 only, OWNER) will commence with the activities outlined below:

10.1. Final Design, Permitting and Utility Interconnection Agreements

10.1.1. Prepare Final Electrical drawings, including array string layouts.

10.1.2. Prepare final Array Structural Drawings or other drawings necessary for permitting.

10.1.3. Professional Engineer, registered in the Project State, to provide stamped electrical calculations and associated drawings.

10.1.4. Professional Engineer, registered in the Project State, to provide stamped structural calculations and associated drawings.

10.1.5. Prepare and submit required permit applications and obtain approval to begin construction/installation.

10.1.6. Submit OWNER signed Utility interconnection agreement and obtain approval to construct.

10.2. Procurement of Major Equipment

10.2.1. Submit Equipment Purchase Orders for the Major Equipment items, to include the items listed in section 1 above.

10.2.2. Coordinate with all parties to arrange for mutually agreeable equipment delivery dates and times.

10.3. Construction Logistics Plan

10.3.1. Determine work plan; including roof-loading plan, day of week and time to perform, area to be roped off for safety, including location of hoisting equipment as required.

10.3.2. Determine a location for on-site laydown and storage of materials and equipment.

10.3.3. Determine location of storage trailer and/or site construction trailer.

10.3.4. Determine site security requirements and plan for compliance to minimize impact to production.

10.3.5. Determine location and plan for other necessary facilities (e.g. porta johns, dumpsters)

10.4. Site Preparation

10.4.1. OWNER is responsible for providing the following:

- 10.4.1.1. Clear an area reasonably suitable for use as a temporary receiving yard throughout the duration of the Work.
- 10.4.1.2. Provide suitable parking within a reasonable distance from the Site for CENTRICA'S employees and subcontractors.
- 10.4.1.3. Provide and maintain road access to the site location from the nearest paved public road if as required.
- 10.4.1.4. Non-potable water required for trenching and backfilling if required.

10.4.2. CENTRICA is responsible for providing the following:

- 10.4.2.1. Coordinate, receive and maintain all services equipment necessary to support the Work on-site, including sanitation, waste removal, temporary utilities (excluding backup-power), and cleaning.
- 10.4.2.2. Receive, offload, and accept materials and equipment delivered to Site by its suppliers.
- 10.4.2.3. Provide and install temporary safety measures defined in Site specific safety plan, e.g., delineators, fencing, markings, etc.
- 10.4.2.4. Removal of 0 trees from within array area.
 - 10.4.2.4.1.1. Quantity of trees and cost for removal services shall be confirmed during NTP phase.

11. Construction Phase

Following the completion of the Final Design & Planning phase, Centrica will commence with the activities outlined below:

11.1. Ground Mount System

- 11.1.1. Approximate distance between foundation posts is (19' -9")
- 11.1.2. Average minimum module clearance from ground is (13") (+/-3")
- 11.1.3. Estimated foundation post embedment depth is (7'-3"). (subject to change due to soil conditions)
- 11.1.4. Single-post configuration
- 11.1.5. Foundation Type is 8" Steel Concrete Embedded Post. Should a refusal be encountered, additional charges may be assessed
- 11.1.6. All designs are based on IBC 2015, Wind Category I, and ASCE 7-10
- 11.1.7. Disposal of soil/spoil created from the foundation installation is assumed to be on-site.
- 11.1.8. Modules will be oriented 4-high in portrait
- 11.1.9. Module hardware is stainless steel
- 11.1.10. All structural members shall be galvanized steel. Posts pre-galvanized to G235, top chords and purlins are pre-galvanized to a G115 minimum and brackets to a G115 minimum
- 11.1.11. Racking hardware is hot dipped galvanized.

11.2. PV Modules

- 11.2.1. FURNISH PV modules per design drawings.
- 11.2.2. Receive, unload, lift, store, and secure, PV modules.
- 11.2.3. FURNISH and INSTALL PV module mounting hardware and fasteners.
- 11.2.4. INSTALL PV modules to racking system per design drawings and specifications, including torque specifications.
- 11.2.5. Connect Modules in series per design drawings and specifications.

11.3. DC Electrical

- 11.3.1. FURNISH and INSTALL array wiring (Source Circuit Wiring).
- 11.3.2. Neatly bundle wires for route from under array to conduit to inverter locations.
- 11.3.3. FURNISH and INSTALL Source Circuit/ String wiring from module leads to be terminated at inverter locations.
- 11.3.4. FURNISH and INSTALL all Module Level Shutdown Devices (MLSD) and associated mounting hardware required per the design drawings and specifications.
- 11.3.5. FURNISH and INSTALL Multi-Contact MC4 connectors. MC4 connector tool shall be Multi-Contact, part number 32.6019 (or approved equal).
- 11.3.6. All wires must be labeled with string number and color coded per the drawings and NEC standards on both ends. Labels shall be UV resistant, outdoor rated.
- 11.3.7. CENTRICA to use high-quality weather resistant material, i.e., Anodized Aluminum, Stainless Steel fasteners, UV resistant cable ties.
- 11.3.8. FURNISH and INSTALL all conduit/fittings/pull boxes/conductors per design drawings and specifications. All conduit installation must include expansion provisions.
- 11.3.9. FURNISH and INSTALL all necessary racking, hangers, supports, anchorage, ground cables, and associated hardware.
- 11.3.10. FURNISH and INSTALL pull boxes/cans as necessary to complete work.
- 11.3.11. CENTRICA to use high-quality weather resistant material, i.e., galvanized metal/stainless steel fasteners, rubber coated SS cable ties, rain tight conduit fittings, in all outdoor applications. Paint all welds and cut ends with ZRC Galvalite Gold Galvanizing Compound, silver finish.
- 11.3.12. FURNISH and INSTALL all required signage per design drawings and specifications.

11.4. Grounding

- 11.4.1. FURNISH and INSTALL all grounding materials as required per design drawings and specifications.
- 11.4.2. FURNISH and INSTALL any lugs/hardware/CAD welding necessary for grounding.

11.5. AC Electrical

- 11.5.1. FURNISH and INSTALL all AC Conductors and conduit per drawings.
- 11.5.2. FURNISH and INSTALL all Electrical Equipment per drawings.
- 11.5.3. FURNISH and INSTALL all required support, racking, hardware and anchorage unless otherwise stated.
- 11.5.4. FURNISH and INSTALL panel boards and breakers
- 11.5.5. FURNISH and INSTALL inverter racks
- 11.5.6. FURNISH and INSTALL PV Inverters
- 11.5.7. FURNISH and INSTALL AC disconnect, and fuses
- 11.5.8. FURNISH and INSTALL all required signage per design drawings and specifications.

11.6. Horizontal Boring

- 11.6.1. Perform excavation of launch pits.
- 11.6.2. Bore 300' (tbd) for System electrical from equipment location(s) to point of utility interconnection
- 11.6.3. Boring depth to be specified by P.E. electrical engineer per NEC code
- 11.6.4. Restore launch pit excavation locations(s) to match adjacent surfaces

11.7. DAS (Data Acquisition System)

- 11.7.1. FURNISH and INSTALL DAS hardware and associated internal communication components including:
 - 11.7.2. Preconfigured meter(s)
 - 11.7.3. Cell modem and data-logger
 - 11.7.4. GFCI receptacle below the DAS
 - 11.7.5. MET station per design drawings and specifications

- 11.7.6. Mounting material
- 11.7.7. Terminate, and test, grounding, AC and DC conductor and communication cable for all installed electrical and communications equipment per design drawings and specifications.

11.8. Interconnection

- 11.8.1. FURNISH and INSTALL tie-in/interconnection as specified in design drawings.
- 11.8.2. Coordinate tie-in with utility representative, OWNER, and site host facility personnel.
- 11.8.3. FURNISH and INSTALL all mounting hardware/anchor bolts per design drawings and specifications.
- 11.8.4. FURNISH and INSTALL all required signage per design drawings and specifications.

11.9. Battery Energy Storage System (“BESS”)

- 11.9.1. FURNISH and INSTALL the BESS equipment per design drawings.
- 11.9.2. Construct 12’x16’x10’ snow shedding structure to cover BESS. The pitch of roof shall be 6/12.

12. Testing, Inspections, and Start-up Phase

- 12.1. FURNISH inspection and re-certification of existing switchgear after supply-side connection is performed and prior to reenergizing the electrical system.
- 12.2. CENTRICA shall provide skilled labor and all testing equipment required to fully test and commission Work.
- 12.3. CENTRICA shall be responsible for completing the required testing and commissioning.
- 12.4. CENTRICA shall coordinate and stand all inspections by the AHJ and utility personnel, and ready each system for final startup.
- 12.5. As-Built documentation per general conditions.
- 12.6. Punch list requirements per general conditions.
- 12.7. CENTRICA will provide support (to include roof access equipment and fall protection measures) to the site as necessary during the following non-concurrent commissioning activities:
 - 12.7.1. System testing and commissioning
 - 12.7.2. DAS/Metering commissioning
 - 12.7.3. Utility interconnection inspection
 - 12.7.4. All AHJ inspections

13. Assumptions and Clarifications

- 13.1. Main electrical service switchgear and Utility infrastructure can support the specified solar system size.
- 13.2. Underground conditions allow for standard foundation installations.
- 13.3. Tree removal is not included in project cost, quantity of trees to be removed shall be determined during NTP phase.
- 13.4. The Site has no existing easements, right of ways, or anything else that affects the proposed layout and location of the System.

14. CENTRICA Exclusions

- 14.1. The following products and services are expressly excluded from the Work:
 - 14.1.1. Utility required upgrades
 - 14.1.2. Buy American, American Made, or American Recovery and Reinvestment Act certified components. Domestic Content as specified by the IRS for purposes of ITC is included.
 - 14.1.3. Moving or relocating any personal property belonging to any Person that is not CENTRICA or a CENTRICA subcontractor or supplier
 - 14.1.4. On-site licensed professional engineer

- 14.1.5. Union labor or apprentices
- 14.1.6. Overtime work, or work performed outside of CENTRICA's standard working hours of 7 AM – 6PM Monday through Friday
- 14.1.7. Supporting OWNER-requested third-party reviews of the Work
- 14.1.8. Painting of conduit or equipment
- 14.1.9. Groundwater abatement
- 14.1.10. Bird, rodent, and insect abatement
- 14.1.11. Removal or remediation of hazardous waste
- 14.1.12. Removing or repairing rot or insect infestation
- 14.1.13. PV module cleaning
- 14.1.14. Backup, or temporary power for existing electrical system
- 14.1.15. Lightning grounding equipment
- 14.1.16. Operation & Maintenance
- 14.1.17. Backup generator power for use during interconnection shutdown

SCHEDULE 2 – FORM OF NOTICE TO PROCEED

VIA EMAIL

[Date]
[Company Name]
[Address]
[Address]
Attn: _____
Email: _____

NOTICE TO PROCEED: Donner Summit PUD Solar PV and BESS

Dear _____:

Reference is made to that certain ENGINEERING PROCUREMENT & INSTALLATION AGREEMENT by and between _____ (“**Owner**”) and Centrica Business Solutions Services, Inc., (“**Contractor**”), dated _____ (the “**Agreement**”) for the 125 kW-DC Solar PV and 200 kW Battery Storage System to be installed at 53823 Sherritt Ln, Soda Springs, CA 95728. All capitalized terms shall have the meaning given such terms as set forth in the Agreement.

Owner hereby gives Contractor the **Notice to Proceed** with the Work under the Agreement.

OWNER:

By: _____
Name:
Title: Authorized Signatory
Date:

ACCEPTED:
CENTRICA BUSINESS SOLUTIONS SERVICES, INC.

By: _____
Name:
Title:
Date: _____

SCHEDULE 3 – MILESTONE PAYMENT SCHEDULE

Payment Milestone	Amount	%	Timing
P-1 (NTP)	\$697,132	30%	Due upon Completion of Preconstruction Services and NTP from Client Anticipated Due Date: 9/24/2025
P-2 (Major Materials Delivery)	\$464,754	20%	Due Upon Delivery of BESS, Racking & Modules Anticipated Due Date: 7/31/2026
P-3 (Mechanical Completion)	\$464,754	20%	Due Upon Completion of BESS, Racking & Module Installation Anticipated Due Date: 10/23/2026
P-4 (Substantial Completion)	\$580,943	25%	Due Upon Final Building Permit Approval Anticipated Due Date: 1/4/2027
P-5 (Final Completion)	\$116,189	5%	Due Upon Permission to Operate and Completion of System Commissioning Anticipated Due Date: 2/16/2027
Total Payments	\$2,323,772	100%	

SCHEDULE 4 – MANUFACTURER AND INSTALLATION WARRANTIES

All warranties will be transferred to OWNER at Substantial Completion.

PV Solar Panels

The PV Solar Panels are covered by a 12-year product and 25-year linear performance warranty from the manufacturer.

PV Racking

The PV Racking is covered by a 10-year warranty from the manufacturer.

PV Inverters

The PV Inverters are covered by a 20-year warranty from the manufacturer.

PV DAS

The PV Data Acquisition Suite (“DAS”) equipment is covered by a 5-year warranty from the manufacturer.

Battery Energy Storage System

The Battery Energy Storage System (“BESS”) is covered by a warranty from the manufacturer. This warranty will be **15 years for defects**.

Goods.

All Goods incorporated into the Work are subject to the applicable manufacturer or vendor warranties only and conditions therein.

Workmanship Warranty

CENTRICA warrants that (a) the Work will be in accordance with the design specifications of the Agreement and **free from installation workmanship defects for 1 year from Substantial Completion** (“Warranty Period”); (b) installation workmanship will not invalidate the manufacturer’s warranty for the equipment incorporated into the Work; (c) all roof penetrations performed as part of the Work will be water tight for the longer of one (1) year or until the end of any existing installation warranty for OWNER’S roof as identified in the specifications of the Agreement. If CENTRICA determines that a valid warranty claim exists, any materials, equipment, or part thereof damaged as a result of installation defect, will be repaired or replaced, as determined in CENTRICA’S sole discretion, at no cost to the OWNER during the Warranty Period. Warranty specifically excludes (a) the Goods incorporated into the Work (including its removal and/or reinstallation) except as expressly provided above, and (b) making of access to the Work. Repair Work will be warranted for the remainder of the original Warranty Period or for thirty (30) days, whichever is longer.

Workmanship Warranty Exclusions

CENTRICA’S Warranty for its Work performed excludes the following: (i) Damage caused by lightning, flood, earthquake, contraction or expansion of earth movement or settling, fire, excessive wind and other weather events or accidents, (ii) Damage caused by Owner’s failure to operate or maintain the Work in accordance with applicable laws, accepted industry practice, specific instructions provided by CENTRICA or the applicable manufacturer/vendor manual(s), (iii) Damage caused by strikes by objects such as balls, bullets, dirt, dust, bird excrement, animals, insects, foliage, or algae growth, (iv) Damage caused by pre-existing conditions at the site, including but not limited to improper electrical wiring, cracked or crumbling masonry or stucco (unless the pre-existing condition is part of the Work to be performed under the Agreement and defective), (v) Damage caused by normal wear and tear, or deterioration, (vi) Damage caused by altering, removing, re-installing, or repairing any part of the Work, without prior written approval from CENTRICA, (vii) Items which by their nature are consumable or expendable, such as filters or batteries, (viii) Damage that is superficial in defect and does not impact the performance or functionality of the Work, (ix) Damage caused by theft or vandalism, (x) Damage caused by roof leaks caused by ordinary wear and tear, or water

entering into a fitting, accessory, or other material not installed by CENTRICA, or (xi) Damage caused by any material or products connected to the Work that was not installed by CENTRICA.

SCHEDULE 5 – CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _____

Date of Substantial Completion: _____

Owner Name: _____

Project Address: _____

This Certificate of Substantial Completion applies to all Work under the Agreement dated _____ and any Change Order or other documents subsequently executed in relation to the Agreement. The Work to which this Certificate applies has been inspected by authorized representatives of Owner and Contractor and is hereby declared as having met Substantial Completion in accordance with Agreement. Punch List dated ____, attached hereto, identifies remaining Work to be completed.

Centrica Business Solutions Services, Inc.

By: _____

Date: _____

Acknowledged:

Owner: _____

Date: _____

By: _____

SCHEDULE 6 – INSURANCE

Centrica shall procure and maintain in full force and effect the following insurance coverages:

GENERAL LIABILITY

Each Occurrence:	\$2,000,000.00
Damage to Rented Premises (each occurrence):	\$1,000,000.00
Med Exp (Any one person):	\$ 10,000.00
Personal & Adv Injury:	\$2,000,000.00
General Aggregate:	\$2,000,000.00
Products - Comp/Op AGG:	\$2,000,000.00

AUTOMOBILE LIABILITY

Combined Single Limit (Each Accident):	\$2,000,000.00
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UMBRELLA LIABILITY

Each Occurrence:	\$5,000,000.00
Aggregate:	\$5,000,000.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY LIMITS

E.L. Each Accident:	\$2,000,000.00
E.L. Disease - EA Employee:	\$2,000,000.00
E.L. Disease - Policy Limit:	\$2,000,000.00

PROFESSIONAL LIABILITY

Each Occurrence:	\$2,000,000.00
Aggregate:	\$2,000,000.00

SCHEDULE 7 – LIEN WAIVER

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable To: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
 - a. Date(s) of waiver and release: _____
 - b. Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (a) a right based on rescission, abandonment, or breach of contract, and (b) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: _____
Check Payable To: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: _____
Other: _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____