

Notice to Proceed

Contract: Solar Powered Electric Energy Generation Facility Design-Build Contract dated _____
□, 2026

Owner: City of Anthony, Kansas

Contractor: Entegrity Energy Partners, LLC

1. Purpose of Notice

This Notice to Proceed (“Notice”) is issued pursuant to Section B.3 of the Contract to authorize Contractor to perform the specific portions of the Work identified below, subject to the limitations and conditions set forth herein.

2. Condition Precedent Acknowledgment

Owner hereby confirms that Annexation Approval, as defined in the Contract, has been obtained and is final, non-appealable, and no longer subject to administrative or judicial review.

3. Authorized Scope of Work

Contractor is authorized to proceed only with the following portions of the Work (the “Authorized Work”): _____

Any Work not expressly listed above is not authorized under this Notice.

4. Not-to-Exceed Amount and Funding Certification

The Authorized Work under this Notice is subject to a not-to-exceed amount of \$ _____.
Owner hereby certifies that this amount is supported by currently appropriated and lawfully available funds and complies with the Kansas Cash Basis Law and Budget Law.

5. Schedule of Values and Invoicing

The Authorized Work corresponds to the following Schedule of Values line items:

- a) Schedule of Values Phase: _____
- b) Amount Authorized: _____

Contractor may submit invoices only for Authorized Work performed pursuant to this Notice and in accordance with the Contract’s payment provisions.

6. Schedule and Coordination

Contractor shall commence the Authorized Work immediately upon issuance of this Notice and shall prosecute the Authorized Work diligently, subject to the Contract and this Notice. Any schedule impacts resulting from the limited scope or funding of this Notice shall constitute Owner-caused delays under the Contract.

7. No Expansion of Authorization

This Notice (i) does not authorize Contractor to perform any Work beyond the Authorized Work; (ii) does not authorize Contractor to incur costs in anticipation of future Notices to Proceed; and (iii) does not obligate Owner to issue any additional Notice to Proceed. Future Work, if any, shall be authorized only by issuance of an additional written Notice to Proceed.

8. Contract Continuation

Except as expressly modified by this Notice, all terms and conditions of the Contract remain unchanged and in full force and effect.

OWNER:

CITY OF ANTHONY, KANSAS

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGED AND AGREED:

ENTEGRITY ENERGY PARTNERS, LLC:

By: _____

Name: _____

Title: _____

Date: _____