# Solar Purchase and Installation Agreement

THIS AGREEMENT is dated as of  $\frac{5/5/25}{}$ , 2025 by and between EightTwenty Oklahoma, LLC (DBA EightTwenty), hereinafter referred to as the "Contractor", and City of Norman, Oklahoma, hereinafter referred to as the "Owner". Owner and Contractor may be referred to individually herein as a "Party" and collectively as the "Parties."

# Recitals

WHEREAS, Owner desires engage Contractor for the purchase and installation of solar photovoltaic electric generating equipment on the City's Household Hazardous Waste building (the "Project"), located 3901 Chautauqua Avenue, Norman Oklahoma (the "Premises"); and

WHEREAS, Owner has applied for funding under the Energy Efficiency and Conservation Block Grant Program ("EECBG") in order to fund solar improvements to the Household Hazardous Waste Facility, which are the subject of this agreement; and

WHEREAS, the Parties understand the funds available under the EECBG will be subject to various Federal, Department of Energy ("DOE"), and EECBG rules and regulations.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and promises herein set forth, the parties do hereby covenant and agree

## Section 1: Scope of Work

Contractor shall engineer, design, and construct the Project. The Contractor shall furnish all materials and perform all work in accordance with this Agreement and as shown on the drawings and/or described in the specifications entitled "Exhibit A", as it pertains to work to be performed on property located at the Premises.

#### Section 2: Sequence of Work

- 1. <u>Notice to Proceed</u>. Contractor will commence with project pre-construction activities upon 1) receipt of signed contract and 2) a written notice to proceed from Owner. Pre-construction activities shall include, but are not limited to, engineering, permitting, interconnection and procurement of materials and subcontractors for the work.
- 2. <u>Commencement of Construction</u>. Contractor shall commence construction upon Owner's approval of all required applicable permits and engineering drawings and documents requested by Owner. Contractor shall complete the Project in accordance with the schedule as set forth in "Exhibit B".
- 3. <u>Final Completion</u>. "Final Completion" of the Project shall be deemed to have occurred upon Owner's written confirmation that all of the following conditions have been satisfied:

- a. The system is generating electricity;
- b. Contractor shall have provided Owner's personnel with operation and maintenance training to with respect to the project and related equipment;

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- c. Contractor shall have provided to Owner a list of the Project's major equipment and software, including, without limitation, the make and model number of all photovoltaic modules, inverters, racking, step-up transformers, switchgear and balance of system components;
- d. Contractor shall have provided Owner with the final versions, in hard copy and electronic formats, of the Owner's manual(s), operator's manual(s), test and inspection certificates, and any reports applicable to the work;
- e. Contractor shall have removed all of its construction equipment, material and support personnel from the Premises;
- f. Contractor shall have provided Owner with invoices or other documentation evidencing Contractor's proof of purchase of all the installed equipment and shall have provided Owner with all warranty documents for the equipment; and
- g. The Premises shall be (i) free of Contractor or subcontractor-generated waste, garbage and construction debris, and (ii) in a condition equal to or better than the condition that the Project and Premises were in at the commencement of construction, except for non-material changes that do not affect structure, function, topography, landscaping or access that were necessary and typical for construction.
- 4. <u>Notice of Final Completion</u>. Written confirmation from Owner of Final Completion shall not constitute acceptance by Owner of defective or otherwise non-conforming work or in any way operate to release Contractor from any obligation under this Agreement (other than the obligation of Contractor to achieve Final Completion); provided, however, that in the event that defective or otherwise non-conforming work is discovered by Owner during the period of twelve (12) months from the date of Owner's written confirmation of Final Completion, then said defective or otherwise non-conforming work shall be corrected at Contractor's sole cost and expense.

#### Section 3: Inspection

All work performed by Contractor or its subcontractors shall be subject to inspection by Owner, and any independent engineers of Owner, but such right of inspection, or such inspection, of the work shall not relieve Contractor of its responsibility in accordance with the provisions hereof for the performance or quality of the work. Owner shall ensure, in coordination with Contractor, that any inspections by Owner do not unreasonably interfere with or delay Contractor's performance of the work under this Agreement.

### Section 4: Contract Price

- 1. <u>Amount</u>. Subject to the sufficient appropriation by Norman City Council of Federal EECBG funding, as full compensation for the work and all of Contractor's obligations hereunder, Owner shall pay to Contractor as the contract price for the work (the "Contract Price") hereunder the sum of ninety-five thousand nine hundred fifty-two dollars and No/100 Dollars (\$95,952.00) for the Project. This Contract Price is subject to additions and deductions pursuant to authorized written change orders, however, in no event shall the total Contract Price exceed \$99,999.00.
- 2. <u>Fixed Price</u>. Except as otherwise set forth herein, the Contract Price is firm and fixed and not subject to any variation or price adjustments and includes all taxes, direct and indirect costs and expenses to be incurred by Contractor in connection with the completion of the Project, except excluding the costs for approved change orders.

#### Section 5: Invoicing and Payment

- 1. <u>Milestones</u>. The milestones set forth in Exhibit B attached hereto have allocated to them the amount of the Contract Price which Contractor shall be entitled to receive upon the completion of the particular milestone. To the best of Contractor's knowledge and judgment, each milestone payment listed on Exhibit B is a reasonable representation of the value of the related elements and stages of the work and that such allocated amounts are fair and reasonable.
- 2. <u>Invoices</u>. Upon completion of a particular milestone set forth in Exhibit B, Contractor shall submit to Owner an invoice, via email, with respect to such milestone that Contractor has completed and for which Contractor has not been paid.
- 3. <u>Payments</u>. Upon receipt of invoice, Owner shall have seven (7) business days to advise Contractor by written notice in accordance with Section 12.4 if the invoice is deficient in any material respect. If so, Contractor shall be required to resubmit that invoice in proper form before Owner incurs any obligation to pay any disputed milestone in it. Except for any milestone(s) of any invoices disputed in good faith, the undisputed milestone(s) of all invoices shall be paid by Owner. Owner shall have the right to withhold payment on any portions milestone(s) disputed in good faith until such dispute is cured by to Owner's satisfaction. If a payment obligation falls due on a day other than a business day, the obligation shall be deemed to be due on the next business day. At the discretion of Owner, all payments may be made by ACH or wire transfer pursuant to payment instructions provided by Contractor.
- 4. <u>Final Invoice</u>. Upon Final Completion, Contractor shall submit to Owner a final invoice which shall set forth all remaining amounts due to it pursuant to this Agreement.
- 5. <u>No Acceptance by Payment</u>. No partial payment made under this Agreement shall be construed to be acceptance or approval of any part of the work or to relieve Contractor of any of its obligations under this Agreement. No partial payment made under this Agreement shall be construed to be acceptance by the Contractor as a settlement payment on any disputed amounts.

#### Section 6: Warranties

- 1. <u>10-Year Limited Workmanship and Installation Warranty</u>. Contractor warrants that the system will be constructed and installed in a good workmanlike manner according to the standards of care and diligence generally practiced by solar engineering, construction, and installation companies when installing photovoltaic solar power systems of a similar size and type as the system in the geographic region where the Premises is located, and pursuant to good engineering design practices, (ii) manufacturer's instructions, (iii) applicable law (including local codes and standards), (iv) required governmental approvals and permits, and (v) applicable requirements of the local utility. This 10-Year Limited Workmanship and Installation Warranty will extend for a period of ten (10) years from the date installation of the System is completed by Contractor or its subcontractors.
- 2. <u>10-Year Limited Roofing Penetration Warranty</u>. Contractor warrants Owner roof against damage and water infiltration at each roofing penetration made by Contractor in connection with the installation of the System and the surrounding area of each such penetration (collectively, the "Covered Roof Areas"). The Contractor does not warrant or guarantee the condition of the roof prior to installation of the system. Contractor will repair damage to Owner roof and repair or compensate Owner for actual physical damage to Owner property resulting from any water infiltration in the event of failure or defects in the Covered Roof Areas. This Roofing Penetration Warranty will extend for a period of ten (10) years from the date installation of the system is completed by Contractor or its subcontractors. Contractor shall work with Owner to ensure that roof penetrations made by Contractor do not violate any of Owner's existing roofing warranties.
- 3. <u>Maintenance</u>. Operational maintenance, such as panel cleaning, not covered by the above warranty is not included in this contract and may be purchased and billed separately.

#### Section 7: Production Guarantee.

- 1. <u>Production Guarantee</u>. Contractor guarantees system production in the following manner: If the 35 kW DC STC solar panel system produces less than 42,821 kilowatt-hours (kWh) in year one, the contractor will install additional solar panel(s) to bring the total solar production to at least 42,821 kilowatt-hours (kWh). This amount is equal to 90% of the expected performance of the system. If space is not available for a system expansion, the Contractor will refund the Owner. The refund would equal the percentage of the production shortfall (amount beyond 90%) multiplied by the Contract Price. (e.g. if the system performed at 89%, Owner would receive a 1% refund).
- 2. <u>Limitations on Guarantee</u>. The production guarantee does not include loss of kwH production due to Force Majeure Events. A Force Majeure Event, for purposes of this section, is an extraordinary event such as a natural disaster, government forced shut down of commercial operations or order to shelter in place, or labor strike that is outside the control of the Contractor or Owner that prevents performance of obligations. Additionally, the system must be connected to the monitoring software at all times

during the first year to allow Contractor to monitor kWh production.

#### Section 8: Contractor Responsibilities

- 1. <u>Subcontractors</u>. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Agreement.
- 2. <u>Site Remediation</u>. If trenching is done for buried conduit, then backfill will be done by Contractor or subcontractor with existing spoils only to a mound one time. Seed, hay, and/or sod is not included. Contractor is not responsible for damage, if any, to tree roots, flowers or plants. If a boom lift or scissor lift is used, Contractor is not responsible for tire marks or ruts in the Owner yard/field or the Owner surrounding property. Contractor agrees to remove all debris and leave the Premises in broom clean condition.
- 3. <u>Licensed Contractor</u>. Contractor represents and warrants that EightTwenty is a Licensed Contractor in the following jurisdictions: Arkansas (0424630423), Indiana (by County), Kentucky (CE65963), Missouri (2021047158), Oklahoma (OK095963), Texas (37191).
- 4. <u>No Liens</u>. Contractor shall not be permitted to file or caused to be filed any lien in connection with the Project, the Premises, or any other structure or equipment at the Premises. In the event that any liens are filed in connection with this Project, Contractor shall immediately furnish Owner appropriate releases or waivers of lien for all work performed or materials provided.
- 5. <u>Permits</u>. Contractor shall obtain, renew and maintain, or cause to be obtained, renewed and maintained, and shall file or cause to be filed any documents required to obtain, renew or maintain, any applicable permits necessary to perform the construction work under this Agreement.
- 6. <u>Compliance with Laws</u>. All activities of Contractor, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.
- 7. <u>Site Photography</u>. Contractor reserves the right to photograph and take video footage of the project site for future marketing purposes.

#### Section 9: Indemnification

Contractor agrees to indemnify, defend and hold Owner, its respective affiliates, officers, directors, employees, shareholders and agents harmless from and against any and all liabilities, claims, costs, losses, damages, and other expenses that Owner may incur, become responsible for, or pay out as a result of or in connection with bodily injury (including death) to any person, damage to any property, contamination of or adverse effects on the environment, or any violation of applicable laws or regulations, in connection with or arising out of any and all acts or omissions of Contractor, Contractor's agents, representatives, subcontractors, or employees under or in connection with this Agreement or system, including but not limited to the Contractor's breach of any provision or warranty contained

herein.

#### Section 10: Termination

This Agreement incorporates the provisions of 2 CFR 200.339 pertaining to remedies for noncompliance with this Agreement. The Owner may also unilaterally terminate or suspend this Agreement, in whole or in part when deemed to be in the best interest of the City to do so, upon a 10 day written notice from the Owner to Contractor, when practical, for the following reasons:

- a. Failure to comply with the provisions of this Agreement.
- b. The carrying out of the Project or the objective of this Agreement is rendered unfeasible, impossible, or illegal.
- c. Upon the determination of the Owner that the Agreement be suspended or terminated without cause.
- d. For the convenience of the Owner.

#### Section 11: Federal Provisions

- 1. <u>Equal Employment Opportunity</u>. During the performance of this Agreement, Contractor agrees as follows:
  - a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 2. Compliance with the Copeland "Anti-Kickback" Act
  - a. <u>Contractor</u>. The Contractor shall comply with 18 U.S.C. § 874, 20 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
  - b. <u>Subcontracts</u>. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the awarding Federal agency or Contracting Entity may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - c. <u>Breach</u>. A breach of the contract clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 3. <u>Compliance with the Davis Bacon Act</u>.

- a. <u>Contractor</u>. Contractor acknowledges that by entering into this Agreement with Owner, funded by an Department of Energy, Contractor agrees to comply with Davis-Bacon and Related Acts (DBRA) requirements if this Agreement is for activities covered under DBRA, including all applicable requirements described in 29 CFR 5.5.
- b. <u>Compliance</u>. Contractor agrees to cooperate with Owner and provide all documentation as deemed reasonably necessary by Owner to comply with all applicable law, regulations, guidelines, and conditions, including, but not limited to, payroll reports and documentation. Contractor shall provide such documentation in the time and manner as may be requested by Owner.
- c. <u>Subcontracts</u>. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Department of Energy or Owner may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. <u>Breach</u>. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### Section 12: Miscellaneous Provisions

- 1. Governing Law. This Agreement shall be governed by the laws of the State of Oklahoma.
- 2. <u>Entire Agreement</u>. This Agreement represents the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes any or all previous agreements or arrangements (whether oral or written) between the Parties.
- 3. <u>Insurance</u>. The Contractor will be responsible for obtaining insurance as required by the Owner and the State of Oklahoma to protect and hold harmless Owner's employees and Owner from liability in cases of accident and injury to persons or property. At a minimum, the following amounts of insurance coverage are required during the life of the contract:
  - a. Worker's compensation insurance for Contractor's employees as required by Oklahoma Workers Compensation Statutes.
  - b. Comprehensive general liability insurance with a minimum of \$125,000 for bodily injury or death and \$25,000 for property damage, per person, and \$1,000,000 per occurrence.
  - c. Comprehensive automobile liability insurance with a minimum of \$125,000 for bodily injury or death and \$25,000 for property damage, per person, and \$1,000,000 per occurrence.
  - d. Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000.

4. <u>Notices</u>. Except as otherwise expressly provided herein, any notice herein required or permitted to be given shall be in writing and shall be deemed effective when delivered personally, by certified mail, return receipt requested, or by FedEx or other national overnight courier to the appropriate party at the address set forth below (or at such other address as may be designated by either party in a written notice sent in accordance with this Section):

Owner:	City of Norman, Oklahoma
	Attn: Director of Utilities
	P.O. Box 370
	225 N Webster Ave
	Norman, OK 73069
	Phone: (405) 366-5443
	E-mail: Chris.Mattingly@NormanOK.gov
	With CC to:
	E-mail: Michele.Loudenback@NormanOK.gov
Contractor:	EightTwenty Oklahoma, LLC (DBA EightTwenty) Tony Capucille

tony@eighttwenty.com

By giving at least ten (10) days prior written notice thereof, any party hereto may, from time to time and at any time, change its mailing address hereunder. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication.

- 5. <u>Severability</u>. In case any provision in this Agreement shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of such contract and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 6. <u>Survival</u>. All representation, warranties and covenants of the parties shall survive termination of this Agreement.
- 7. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any counterpart may be delivered by electronic communication in portable document format (.pdf), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.
- 8. <u>Entire Agreement</u>. This Agreement, including the Schedules and Exhibits hereto, constitutes the entire Agreement between the Parties and supersedes any previous communications, representations or Agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or Agreements

concerning any of the same, which are not expressed herein, unless stated below.

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IN WITNESS WHEREOF, the Parties have executed and delivered this Solar Purchase and Installation Agreement as of the Effective Date. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

Owner:	CITY	OF	NORMAN,	OKLAHOMA

	By:
	Name: Larry Heikkila
	Title: Mayor
	ATTEST:
	City Clerk
	Approved as to form and legality this $\underline{\mathcal{S}}_{\_}$
	day of <u>May</u> , 2025.
	CityAttorney
Contractor:	EIGHTTWENTY OKLAHOMA, LLC
	110 0
	By: Jth. Co
	Name: A thank N. Copelle WWWWWAH GON
	Title: CE.
	COMM#
ACKNOWLE	DGEMENT 20013922
STATE OF OKlahoma ) ss:	EXPIRES
COUNTY OF <u>Cleveland</u> ) ss:	Title: CEo DGEMENT DGEMENT DGEMENT COMM # 20013922 EXPIRES 11-12-2028
Before me, the undersigned, a Notary Public in an	d for said County and State. this Sta day of
, 2025, personally appeared	Anthony (apricile to me known
to be the identical person who executed the for	regoing, and aconowieuged to me that ne/she

WITNESS my hand and seal the day and year last above written.

Delaras Denzalez

executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

# Primary Materials List

- 1. Project Description: The purchase and estallation of a 35.36kW solar photovoltaic electric generating system that will produce 4,500 kW/year (See the materials list in Exhibit A Section 8) on the City's Household He ardous Waste Facility building.
- 2. Provider's Scope of Work is to engineer, design, procure, permit, construct, interconnect, commission, startup and test a turnkey photovoltaic system which is built as indicated in accordance with this Agreement and which meets productivity guarantees as identified in Section 6 of the above Agreement.
- 3. It is the Contractor's sole responsibility to ensure that all aspects of Project design and construction comply with all federal, state, and local code requirements and all industry codes and standards.
- 4. Engineering
  - a. Contractor is responsible for all electrical, structural engineering and design. All drawings, studies and documentation submitted to any authority having jurisdiction shall be signed and sealed by a professional engineer registered in the State of Oklahoma.
  - b. Contractor shall perform all engineering and design work within the scope defined and in accordance with all applicable building, electrical, safety and fire codes.
  - c. Contractor shall apply for and obtain all required construction permits in order to construct the Project.
  - d. Power generated by the Project shall be compatible with the electric power system to which the Project is interconnected.
  - e. All vendor documents received by Contractor shall be maintained by Contractor and available to Owner at all times.
- 5. Procurement
  - a. Contractor shall be responsible for the procurement, handling, shipping costs and delivery of all equipment, materials and services, including, without limitation, locating, negotiating, inspecting, expediting, shipping, shipping permits, unloading, receiving, verifying, customs clearance and claims.
  - b. All equipment stored at the Premises shall be in accordance with Good Industry Practices and manufacturer's recommendations. Contractor shall use all reasonable measures to keep the equipment free from dirt and debris.



- c. Contractor shall perform all inspection and pre-installation maintenance activities to ensure compliance with manufacturer's recommendations. Contractor shall maintain a log of such maintenance activities, such log to include the date of such activities and the names and signatures of the personnel performing such activities. Such log shall be available to Owner for review.
- d. Contractor shall obtain all warranty information for all Project equipment. All Key equipment warranties shall permit assignment to Owner without consent of the Manufacturer
- e. Contractor shall obtain all installation, operations and maintenance manuals for all Project equipment, either in physical form or electronic PDF.

#### 6. Construction

- a. Prior to any work at the Premises, Contractor shall obtain all required permits and permissions necessary to conduct the work at the Premises.
- b. All workmanship shall comply with Good Industry Practices, applicable laws and applicable standards.
- c. Contractor is responsible for properly containerizing, removal and disposal of all solid waste, including any Hazardous Materials waste generated during the work.
- d. Contractor shall provide QA/QC supervision to maintain quality control in line with industry standards for similar work.
- e. Contractor shall perform inspections and field quality control testing throughout the construction process including, but not limited to, any other tolerance requirements as outlined in the manufacturer's recommendations. Testing shall comply with Good Industry Practices, applicable laws and applicable standards.

#### 7. Training

- a. Contractor shall provide operation and maintenance training for Owner. Such training is expected to include printed materials and electronic copies of documentation, field training, all in sufficient detail to train the Owner sufficiently to perform operations and maintenance of the Project.
- b. Training shall include sufficient coverage of points of contact, safety procedures, and start-up/shutdown procedures, such that Owner representatives can safely start-up and shut-down the equipment if necessary.
- c. Training shall include a field introduction to the key equipment and recommended maintenance schedule required or recommended by the manufacturers.
- d. Owner shall have the right to record any and all training sessions at their sole

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discretion for future staff training purposes, provided however reasonable advanced notice is provided to Provider.

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8. Equipment quantity and specifications

Туре	Quantity
SIL-520 QM	68
IQ8P-3P Microinverter	68
RibBracket	As Needed
Wire, conduits, bolts, and accessories	As Needed
Combiner Box	As Needed

# Exhibit B Milestone and Payment Schedule

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Milestone	Tasks	Expected Duration	Milestone Payment (% of Total Contract Price)
Pre-Construction (Commenced upon Notice to Proceed)	<ul> <li>Start engineering</li> <li>Site Surveys</li> <li>Submit for Permit/Interconnection</li> <li>Place Equipment POs</li> <li>Permits Approved</li> </ul>	60 Days after notice to proceed	20%
Construction Mobilization	<ul> <li>Site Mobilization</li> <li>Coordinate with Owner on construction</li> <li>Commencement of Construction</li> </ul>	30 Days	30%
Final Completion	- As defined in contract	30 Days	50%
	Totals	120 Days	100%

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