

**MASTER SERVICES AGREEMENT
(ON-CALL)**

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “**City**”) and **MCKINSTRY ESSENTION, LLC**, a Washington limited liability company, doing business in Colorado, whose address is 16025 Table Mountain Pkwy #100, Golden, Colorado 80403 (the “**Contractor**”) (jointly “the **Parties**”, each individually a “**Party**”).

WHEREAS, the City owns and may lease, license, or obtain a permit to use certain real property and improvements (“**City Properties**”) where the City may install and operate electricity grid-connected photovoltaic, solar power plants owned by the City (individually, a “**Generating Facility**,” and collectively, the “**Generating Facilities**”); and

WHEREAS, the City has determined that it is desirable and appropriate that such Generating Facilities may be developed, designed, and constructed by the Contractor under the continuing jurisdiction, supervision, and control of the City, and that such use is compatible and appropriate within the uses allowed for the City Properties, in order to put the same to full, productive use and for the benefit of the general public; and

WHEREAS, the Generating Facilities will be constructed on property that has been financed by tax-exempt bond or lease transactions subject to regulation under the Internal Revenue Code and the cost of acquiring and constructing the Generating Facilities will be paid from sources other than Bonds (i.e., will not be tax-exempt financed). The Parties agree therefore that this Agreement must be and has been approved by Bond Counsel for the Bond and by Special Counsel for the COPs; and

WHEREAS, the City has determined that it is desirable and appropriate that electric vehicle chargers owned by the City (“**Electric Vehicle Charging Equipment**”) may be developed, designed, and constructed on certain City Properties by the Contractor under the continuing jurisdiction, supervision, and control of the City, and that such use is compatible and appropriate within the uses allowed for City Properties, in order to put the same to full, productive use and for the benefit of the general public; and

WHEREAS, the Contractor hereby binds itself, subject to the terms and provisions of this Agreement, to perform all the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the Contractor and the City agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate the performance of all of its obligations under this Agreement with the Executive Director of the Office of Climate Action, Sustainability, and Resiliency (“**Executive Director**”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in the Agreement to the City's reasonable satisfaction.

b. The Contractor represents and warrants that it is ready, willing, and able to perform the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in and in accordance with the terms of the Agreement.

3. **TERM:** This Agreement will commence on **August 1, 2022** and **August 1, 2025** (the "**Term**"). The term of this Agreement may be extended by mutual agreement under the same terms by a written amendment to this Agreement executed by the Parties. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date of the Agreement or any extension thereto, and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. **PROJECT AWARDS:**

a. To initiate work pursuant to this Agreement, the City may award work orders by a mini-bid process for competitive bidding when warranted. Alternatively, work may be awarded as a direct selection at the City's discretion. The City shall seek proposals from the Contractor or a group of Contractors by issuing a Request for Work using the template provided in **Exhibit A**.

b. In response to the Request for Work or direct selection within the time period and manner requested by the Project Manager, Contractor shall provide a response with all elements set forth in the Request for Work.

c. The City will authorize work by issuance of a Work Order. Contractor shall not commence any work until it receives the Work Order authorizing the performance of any services. The City will not encumber funds until it issues a Work Order. Notwithstanding any or term or condition of this Agreement, nothing in this Agreement places any obligation on the City guarantees Contractor any minimum amount of work.

5. **COMPENSATION AND PAYMENT:**

a. **City Expenditures:**

(2) **Reimbursable Expenses:** Reimbursable expenses are only permitted to the extent described in each Exhibit.

(3) **Invoicing:** The Contractor shall provide the City with a monthly invoice with a level of detail reasonably acceptable to the City including all supporting

documentation reasonably required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C. applies to invoicing and payment under this Agreement.

(4) Maximum Contract Amount:

(a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)** (the "**Maximum Contract Amount**"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the Exhibits. Any services performed beyond those in the Exhibits are performed at the Contractor's risk and without authorization under the Agreement. The Maximum Contract Amount may be changed by a mutual written agreement executed by the Parties.

(b) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. ACCESS TO CITY PROPERTIES:

a. Excepting Properties located on Denver International Airport land managed by the City's Department of Aviation ("**DEN**"), the City hereby authorizes the Contractor to access the City Properties for the purposes of developing, designing, and constructing the Generating Facilities and Electric Vehicle Charging Equipment and providing any related services as authorized by the Executive Director. Notwithstanding the previous sentence, any access to and services performed on land managed, operated, and controlled by the City's Department of Parks and Recreation ("**DPR**") may require a Temporary Construction Access Permit ("**TCAP**"). The Contractor shall coordinate its access to the City Properties with the Executive Director, and the Contractor's access to the City Properties shall be subject to such reasonable rules, including DPR Rules and Regulations, as the City may adopt.

b. It is understood that the use of the City Properties is or may be restricted by Bond and COP Ordinances; existing zoning code designation of the City; limitations and restrictions regarding DPR-operated park land under City Charter, ordinances, and DPR Rules and Regulations; existing or future agreements; and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the Properties.

c. For DEN Properties, the Contractor expressly acknowledges that the access to and use of DEN land is not governed by this Agreement and must be authorized through a separate permit with the City by and on behalf of its Department of Aviation. A permit for Generating Facilities and a form license for Electric Vehicle Charging Equipment on DEN

Properties must be negotiated with the City through DEN. Activities on DEN Properties will be governed by the following:

- (2) terms and conditions of the permit authorizing construction, operation, and maintenance of the Generating Facilities and/or Electric Vehicle Charging Equipment, as applicable;
- (3) DEN's or the Federal Aviation Administration's ("FAA") rules, regulations, and policies applicable to the Contractor's activities on DEN Properties;
- (4) DEN's design, construction, and development guidelines; and
- (5) all security requirements imposed by DEN or any state or federal agency with jurisdiction over DEN security.

The Contractor further expressly acknowledges and understands that a market rate based permit fee will be charged, and paid for by the City, for use of DEN Properties, and that any license(s) will be subject to FAA approval. To the extent the terms of such permit conflict with the terms of this Agreement, the permit shall control.

d. The Contractor expressly acknowledges that the access to and use of any City Properties leased or licensed by the City and owned by a third party will be governed by the terms and conditions of the lease or license agreement authorizing the construction, operation, and maintenance of Generating Facilities and/or Electric Vehicle Charging Equipment applicable to each specific property. To the extent the terms or conditions of such lease or license agreement conflict with the terms or conditions of this Agreement, the applicable lease or license agreement shall control.

e. The City represents that notwithstanding the stated limitations of this Section 6, the City and/or third parties under direction or control of the City will not take any action in relation to the City Properties that materially limits the ability of the Contractor to perform its work under this Agreement.

7. BACKGROUND CHECKS:

a. As applicable, the Contractor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City at a City Property where enhanced security is required. The term "employee" for the purpose of this requirement, includes anyone who is providing services for the City under this Agreement. Background checks shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law. Background checks are to be conducted through an independent background check vendor and must include the following:

- (1) Social Security Number Trace;

- (2) Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- (3) Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- (4) Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- (5) National Sexual Offender Registry Search.

b. In addition to the foregoing background check, access to certain City Properties may require employees to pass a National Crime Information Center (“NCIC”) background check. If applicable, these background checks will be administered by the City and will be at no cost to the Contractor. If a NCIC background check is required, the Contractor’s employees will be required to provide their social security numbers to the City and will be provided entrance cards for each facility. The Contractor will not be permitted to share cards to provide services. The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor’s employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor’s background check process, to ensure compliance with City standards, at any time. Additionally, all employees are required to self-disclose to the Contractor any criminal charges and convictions and *nolo contendere* pleas (no contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. The Contractor is required to inform the City of any criminal charges or convictions or *nolo contendere* pleas (no contest pleas) that arise while an employee is working pursuant to this Agreement. The Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain working pursuant to this Agreement.

c. Failure by the Contractor to comply with the terms of this Section may result in the termination of the Agreement.

8. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo*

contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

9. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

11. **INSURANCE:**

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in

force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall

maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability Policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

i. Builder's Risk or Installation Floater: Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The City and County of Denver, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the City.

j. Contractor's Pollution Liability: Contractor shall maintain minimum limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

k. Professional Liability (Errors & Omissions): Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

12. DEFENSE AND INDEMNIFICATION:

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property, and arising out of, resulting from, or relating to the work performed under this Agreement ("**Claims**"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or

active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Operator's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. LIMITATION ON LIABILITY: The Contractor agrees that no liability shall attach to the City for any damages or losses incurred or claimed by Contractor or any other person or party on account of the development, design, or construction of the Generating Facility, Electric Vehicle Charging Equipment, or other improvements to or upon the City Properties made by the Contractor. The Contractor agrees that no liability shall attach to the City for any interference or delay caused by construction in adjacent areas or the City Properties' operations, including, without limitation, damages or losses in the nature of delay damages, lost labor productivity, and impact damages. The City agrees that no liability shall attach to the Contractor as a result of any City-caused interference or delay.

14. GOVERNMENTAL IMMUNITY: The Contractor understands and agrees that the City, its officers, officials and employees, are relying on and do not waive or intend to waive by any provisions of this Agreement the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101-120, or otherwise available to the City, its officers, officials and employees.

15. LETTER OF CREDIT, CONSTRUCTION BONDS: Prior to the commencement of construction of a Generating Facility or Electric Vehicle Charging Equipment at a specific City Property, the Contractor shall deliver to the Executive Director a payment and performance bond, or alternate form of surety, letter of credit or alternate form of assurance acceptable and approved by the City Attorney's Office, in a sum not less than One Hundred Percent (100%) of the construction costs for the Generating Facilities or Electric Vehicle Charging

Equipment payable to the City. Said bond shall guarantee prompt and faithful payment by the Contractor directly to the Contractor's contractors and by the Contractor's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by the said contractor, subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and shall protect the City from any liability, losses or damages arising therefrom. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City.

16. PAYMENT OF CITY MINIMUM WAGE: The Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

17. PAYMENT OF CITY PREVAILING WAGE: The Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, the Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, the Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits. The Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract. The Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the contract. The Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org. If the Contractor fails to pay workers as required by the Prevailing Wage Ordinance, the Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if the Contractor fails to pay required wages and fringe benefits.

18. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs

performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property. The Contractor shall exclude the amount of any applicable federal excise or manufacturers' taxes from the Cost Proposal.

19. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, and such consent shall not unreasonably be withheld. The Executive Director has sole and absolute discretion to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any unauthorized subcontracting or assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subcontractor or assign.

20. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

21. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

22. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

23. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

24. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has

disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Operator has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

25. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address first above written with copy to:

General Counsel
McKinstry
5005 3rd Avenue S.
Seattle, Washington 98134

and if to the City at:

Executive Director of Office of Climate Action, Sustainability, and Resiliency or
Designee
201 W. Colfax Avenue, Dept. 708
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

26. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "**Certification Ordinance**").

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this

Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Operator that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. § 20-90.3.

c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

27. **DISPUTES:** All disputes between the City and the Contractor arising out of or regarding the Agreement will first attempted to be resolved through the use of good faith and reasonable diligent efforts. In the event such efforts to resolve such disputes are not successful within thirty (30) days' notice of such dispute from one Party to another, the dispute will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

28. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

29. INDEPENDENT CONTRACTOR: The Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort or contractual liability upon the City. Nothing in this Agreement shall be construed to mean or imply that Contractor is a partner, joint venturer, agent or representative of the City. Neither Party shall represent to others that one Party is a partner, joint venturer, agent or representative of, or otherwise associated with, the other Party with respect to the rights and obligations set forth in this Agreement. The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the DRMC.

30. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

31. COMPLIANCE WITH ALL LAWS: The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

32. LEGAL AUTHORITY: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.

33. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

34. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the Exhibits, the language of the Agreement controls.

35. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor solely pursuant to this Agreement and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “**Materials**”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all City ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City grants to the Contractor a perpetual, irrevocable, royalty-free, fully paid up, non-exclusive license to use Materials, to the extent such Materials do not include Proprietary Data as defined herein, for any purpose related to this Agreement.

36. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

37. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

38. CONFIDENTIAL INFORMATION:

a. City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or

information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. “**Proprietary Data**” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

39. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

40. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

41. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

42. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

List of Exhibits

The following exhibits are attached and incorporated by reference herein.

Exhibit A – Request for Work Template.

Exhibit B – Certificate of Insurance.

Exhibit C – General Conditions.

Exhibit D – Scope of Work.

Exhibit E – Completion Checklists.

Exhibit F – Generating Facility Commissioning Checklist.

Exhibit G – Generating Facility Performance Test.

Exhibit H – Notice to Proceed Template.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[signature pages]

Contract Control Number: CASR-202263646-00
Contractor Name: MCKINSTRY ESSENTION, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

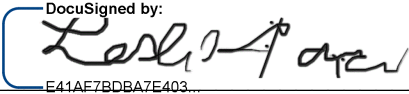
By:

By:

By:

Contract Control Number:
Contractor Name:

CASR-202263646-00
MCKINSTRY ESSENTION, LLC

By:  _____
DocuSigned by:
E41AE7BDBA7E403...

Name: Leslie Larocque
(please print)

Title: Vice President, MTN Region
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

CITY AND COUNTY OF DENVER OFFICE OF CLIMATE ACTION, SUSTAINABILITY, AND RESILIENCY

ON-CALL REQUEST FOR WORK [PROJECT NAME]

DATE ISSUED:
[Date]

PROPOSAL DUE DATE:
[Date]

CITY & COUNTY OF DENVER PROJECT MANAGER

[Name]
[Phone]
[Email]

PROPOSAL SUBMITTAL

Email proposals in PDF format to Project Manager by the Proposal Due Date stated above.

PROJECT DESCRIPTION

The City and County of Denver (the City) is requesting that your firm submit a proposal to provide distributed energy resource development, design, and construction services for [Project Description] located at [Address].

The purpose of this project is...

The Total Project Budget is...

Your firm and the various consultants necessary to perform the services shall comprise the Development Team (referred to as the “Developer”). The purpose of this proposal request is to solicit proposals from various firms in order to conduct a fair and extensive evaluation of the proposals, and to award the project based on criteria listed herein.

PROJECT SCOPE AND DELIVERABLES

The selected Developer will be responsible for providing the following . . . (the City will provide a scope of work based generally on Exhibit D, the Scope of Work)

PROJECT SCHEDULE

Based on the *anticipated* [date] issuance of Notice to Proceed, the design services, excluding Construction Administration, shall be complete and ready to issue for construction no later than [date]. The anticipated construction duration is [# of Calendar Days *if known*].

PROPOSAL GUIDELINES

To ensure consideration for this DER Development, Design, and Construction Request for Work, your proposal should be complete and include all of the following criteria:

- **Project Approach:** Development Team shall provide a narrative describing the project approach indicating how the Development Team will effectively complete the scope of the project.
- **Schedule:** Development Team shall provide a schedule indicating milestone dates for the required actions; quality management activities for milestone submittals shall also be indicated.
- **Value and cost:** the selected Development Team will be required to provide a maximum not to exceed fee proposal based on the work to be performed in accordance with the scope of this project. The fee proposal shall be broken down by the development, design, and construction phases of the project. The cost proposal should further separate the material costs from the anticipated hours, personnel classification and hourly rate required to accomplish the requested tasks. Reimbursable expenses should be included in the fee.

Example: Not-to-Exceed Pricing format

Project Phase	\$ Value
Development Budget	[\$]
Equipment & Materials (add rows to delineate line items)	[\$]
Labor & Personnel Costs (add rows to delineate line items)	[\$]
Applicable Fees, Taxes, etc., (add rows to delineate line items)	[\$]
Design Budget	[\$]
Equipment & Materials (add rows to delineate line items)	[\$]
Labor & Personnel Costs (add rows to delineate line items)	[\$]
Applicable Fees, Taxes, etc., (add rows to delineate line items)	[\$]
Construction Budget	[\$]
Equipment & Materials (add rows to delineate line items)	[\$]
Labor & Personnel Costs (add rows to delineate line items)	[\$]
Applicable Fees, Taxes, etc., (add rows to delineate line items)	[\$]
Total Not-to-Exceed Project Budget	[\$]

All work performed on this project will be in accordance with the terms and conditions of your Master Services Agreement with the City and County of Denver for DER Development, Design, and Construction Services. All proposals must be signed by an official agent or representative of the company submitting the proposal.

In the event your proposal includes terms and conditions and/or assumptions and/or exclusions that contradict the terms and conditions of the Master Services Agreement, and/or contradict the requirements or scope defined in this Proposal Request and associated documents, the City may deem your proposal non-responsive.

If you have any questions with the development of this DER Deployment On-Call Proposal Request, please contact the Project Manager with the City and County of Denver whose contact information is listed at the top of this proposal request. Your interest in assisting with this project is greatly appreciated.

ANTICIPATED PAYMENT SCHEDULE

The Developer will adhere to the payment guidance provided in Exhibit C, General Conditions. Upon receiving the applicable Notice to Proceed or achievement of a payment Milestone, the Developer shall submit an application for payment to City.

Pre-construction Milestones	% of Milestone Price	Value (\$)
Notice to Proceed to Development	100%	[\$]
Notice to Proceed to Design	100%	[\$]
Construction Milestone	% of Construction Price	Value (\$)
Notice to Proceed to Commence Construction	25%	[\$]
Commenced Installation	35%	[\$]
Mechanical Completion	25%	[\$]
Substantial Completion	10%	[\$]
Final Acceptance	5%	[\$]
Construction Price Total	100%	[\$]

EXHIBIT B

PROOF OF CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A : The Travelers Indemnity Company INSURER B : Travelers Property Casualty Company of America INSURER C : Standard Fire Insurance Company INSURER D : Zurich American Insurance Company INSURER E : Steadfast Insurance Company INSURER F :
INSURED McKinstry Essention, LLC PO Box 24567 Seattle, WA 98124-0567	NAIC # 25658 25674 19070 16535 26387

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	VTC2K-CO-5643B901-IND-22	1/31/2022	1/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	VTC2J-CAP-5643B913-TIL-22	1/31/2022	1/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-9K158609-21-25-G	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> BUILDER'S RISK			MBR4892831-12	1/31/2022	1/31/2023	LIMIT: \$ 1,000,000
E	<input checked="" type="checkbox"/> POLLUTION incl MOLD	X	X	EOC6738794-09	1/31/2022	1/31/2023	OCC/AGG: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

Additional Coverage: Professional Liability (Errors & Omission); Policy #EOC6738794-09; Policy Term: 01/31/2022 to 01/31/2023; Policy Limit: \$2,000,000

CERTIFICATE HOLDER

CANCELLATION


City and County of Denver Climate Action, Sustainability and Resiliency Dept #708 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT C

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

A. CONTRACT DOCUMENTS

The “**Contract Documents**” consist of the following, some of which are procedural documents used in the administration and performance of the Special Conditions:

1. DER Project Proposal
2. The Agreement
3. Performance Bond and Labor and Material Payment Bond
4. Applicable provisions of the DEPARTMENT OF AVIATION DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS as identified in this Attachment
5. Design Submittal Package developed by the Developer and accepted by the City, prior to the Notice to Proceed to Commence Construction Phase
6. Change Orders and any Amendments
7. Notice to Proceed to Commence to Development Phase
8. Notice to Proceed to Commence Design Phase
9. Notice to Proceed to Commence Construction Phase
10. Notice of Mechanical Completion Acceptance
11. Notice of Substantial Completion Acceptance
12. Notice of Final Acceptance
13. Other procedural and reporting documents or forms referred to in these General Conditions of the Agreement, the Specifications or required by the City.

B. DEFINITIONS OF WORDS AND TERMS USED

These words and terms are specific to this Special Conditions exhibit but may appear elsewhere in this Agreement. Likewise, words and terms defined in other Special Conditions exhibits and this Agreement may appear in this Special Conditions section. If there is any discrepancy between the terms, conditions or definitions in this Exhibit and the applicable terms, conditions or definitions contained in the DEPARTMENT OF AVIATION DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS FOR CONSTRUCTION GENERAL CONTRACT CONDITIONS (“the Yellow Book”) explicitly listed in this Attachment, the Yellow Book takes precedence over these terms, conditions and/or definitions.

1. “*Applicable Law*” means all constitutions, statutes, laws, treaties, ordinances, exemptions, judgments, decrees, injunctions, writs, orders, rules, regulations, codes, specified standards or objective criteria contained in any applicable permit or approval (which standards or criteria must be met in order for the Work to be performed lawfully) or other legislative, judicial or administrative action, now existing or hereafter enacted, of any authority having jurisdiction over the Generating Facility or the Property.
2. “*Authority Having Jurisdiction*” or “*AHJ*” means any state, national, regional, province, town, city, or municipal government, whether federal, state, or local, or other administrative, regulatory or judicial body of any of the foregoing having jurisdiction over the City, the Developer, the Generating Facility, or the Property.
3. “*Change Order*” means a written order, signed by City directing Developer to make changes in the Work, in accordance with Article 27, Changes in the Scope of Work.
4. “*Commenced Installation*” shall be defined as project materials being delivered on Site and work of a physical nature has begun.
5. “*Construction Schedule*” shall mean the schedule for prosecution of the Work as set forth in the Design Submittal Package for each Generating Facility, as may be mutually amended by the Parties in accordance with the Agreement.
6. “*C.R.S.*” means the Colorado Revised Statutes, as amended.
7. “*Days*” See Yellow Book Title 1, Section 108.
8. “*Design Submittal Package*” means the System design documents pursuant to **Attachment 4** that City will timely review and approve.
9. “*DER Project*” shall mean one of more Generating Facilities or EV Charging Station that have been awarded through an on-call DER project proposal and approved with the Utility Provider’s appropriate program as identified in the Agreement and any amendments thereto.
10. “*DPR Specifications and Standards*” means the Department of Parks and Recreation design, construction, landscape, and other requirements applying to installation and other work in parks.
11. “*Emergency Field Change Order*” See Yellow Book Title 11, Section 1101.
12. “*Final Acceptance*” shall mean the stage in the progress of the Project, after Substantial Completion, when all items of Work have been completed, all requirements of the Contract Documents are satisfied and the Final Acceptance checklist has been executed by the Parties.
13. “*Interconnection Agreement*” shall mean the separate agreement to be entered into between the City and Utility Provider providing the terms and conditions by

which City may interconnect and operate the Generating Facility in parallel with Utility Provider's electric system at the Property.

14. "*kWhac*" means kilowatt-hour alternating current of electricity.
15. "*Meter*" shall mean the measuring facility installed by Utility Provider to measure the Photovoltaic Energy produced by the Generating Facilities at the point where the Photovoltaic Energy and the associated RECs change possession from City to the Utility Provider.
16. "*Mechanical Completion*" means (i) the System is mechanically assembled, (ii) the Developer has performed, or the City has waived, the requirements set forth in the Mechanical Completion Checklist attached hereto as **Attachment 5**, (iii) the Developer has executed and delivered to the City the Mechanical Completion Checklist, and (iv) the City has executed the Mechanical Completion Checklist. Notwithstanding the foregoing, Mechanical Completion shall be considered achieved if the Developer cannot meet any of the above conditions due to actions or inactions of the City, but Contractor has met all other conditions within its reasonable control. "*Milestone*" means the milestones for completion of the Generating Facility, including, as applicable, Commenced Installation, Substantial Completion and Final Acceptance
17. "*Minimum Capacity Guarantee*" means the minimum power capacity (i.e. performance level) that the Performance Test results must meet or exceed in order to achieve Final Acceptance, expressed as a percentage.
18. "*Notice to Proceed*" or "*NTP*" means the written approval by the City to commence the development, design, or construction phases for a DER Project. These notices shall be delivered to the Developer using the procedural document in Attachment 8.
19. "*OEM*" means the original equipment manufacturers for the System Components as more particularly set forth in the Specifications.
20. "*Performance Test*" means the test conducted to demonstrate the performance of the Generating Facility meets or exceeds its Minimum Capacity Guarantee.
21. "*Permission to Operate*" means the Utility Provider has issued written approval for the Generating Facility to be energized.
22. "*Permit*" means any license, approval, consent, permit, authorization, registration, notification, waiver, exemption, variance, franchise or similar order from any Authority Having Jurisdiction.
23. "*Person*" means any individual or entity.
24. "*Photovoltaic Energy*" shall mean the net electric energy generated from the Generating Facility, using solar radiation energy to generate electricity delivered to Utility Provider and measured at the Meter.

25. “*Placed in Service*” means the Generating Facility has Permission to Operate by the Utility Provider and is energized and producing electricity.
26. “*Placed in Service Date*” means the date on which the Generating Facility has been Placed in Service.
27. “*Project*” means the development, design, and construction of a Generating Facility or set of Generating Facilities.
28. “*Product Data*” shall mean all submittals in the form of printed manufacturer’s literature, manufacturer’s specifications, and catalog cuts.
29. “*Reasonably Inferable*” means that, if an item or system is either shown or specified, all material and equipment normally furnished with such items or systems and needed to make a complete installation shall be provided whether mentioned or not, omitting only such parts as are specifically excepted, and shall include only components which Developer could reasonably anticipate based on his or her skill and knowledge using an objective, industry standard, not a subjective standard. This term takes into consideration the normal understanding that not every detail is to be given on the Shop Drawings and Specifications.
30. “*Scope of Work*” means the scope of work covered in this Agreement.
31. “*Shop Drawings*” See Yellow Book Title 1, Section 117.
32. “*Site Host*” means the Owner of the Property.
33. “*Specifications*” shall mean the written requirements for the Work to be accomplished.
34. “*Subcontractor*” See Yellow Book Title 1, Section 118.
35. “*Submittals*” means drawings, lists, tables, documents and samples prepared by the Developer to facilitate the progress of the Work as required by these General Conditions and Specifications. They consist of Shop Drawings, Product Data, Samples, and various administrative support documents including but not limited to lists of Subcontractors, construction progress schedules, schedules of values, applications for payment, inspection and test results, requests for information, various document logs, and as-built drawings. Submittals are required by the Contract Documents, but except to the extent expressly specified otherwise are not themselves a part of the Contract.
36. “*Substantial Completion*” See Yellow Book Title 1, Section 119.
37. “*Supplier*” means a Person of any tier of supply that primarily supplies equipment or materials and is not primarily supplying services to the Developer at the Property in discharge of a portion of the Work.
38. “*Surety*” shall mean any company providing labor and material payment and performance bonds for the Developer as obligor.

39. “*System Components*” means the system components defined in the Design Submittal Package.
40. “*Utility Provider*” means Public Service Company of Colorado doing business as Xcel Energy.
41. “*Work*” See Yellow Book Title 1, Section 121.

ARTICLE 2. EXECUTION, CORRELATION, INTENT OF DOCUMENTS, COMMUNICATION AND COOPERATION

A. CORRELATION

Upon execution of the Agreement, the Developer represents that the Developer has visited the Properties, has become familiar with local conditions and local requirements under which the Work is to be performed, including the building code programs of the Authority Having Jurisdiction, and has correlated personal observations with the requirements of the Contract Documents.

B. INTENT OF DOCUMENTS

The Contract Documents are complementary, and what is called for by any one document shall be as binding as if called for by all. The intention of the Contract Documents is to include all labor, materials, equipment and transportation necessary for the proper execution of the Work. Words describing materials or Work which have a well-known technical or trade meaning shall be held to refer to such recognized standards.

Where a conflict occurs between or within standards, Specifications or Shop Drawings, which is not resolved by reference to the precedence between the Contract Documents, the more stringent or higher quality requirements shall apply, so long as such more stringent or higher quality requirements are reasonably inferable. The City shall decide with the Developer a mutually agreeable resolution which requirements will provide the best installation. Change Orders and Amendments, if any, to the Contract Documents take precedence over the original Contract Documents.

Unless the context otherwise requires, form numbers in this document are for convenience only. In the event of any conflict between the forms required by name or context and the form required by number, the form required by name or context shall control.

Notwithstanding any of the above, the terms of the main body of the Agreement shall control and take precedence over any conflicting terms set forth in the Exhibits or other Contract Documents.

ARTICLE 3. COPIES FURNISHED

The Developer shall furnish to City the number of copies in hard copy and electronic copy of Shop Drawings as reasonably necessary for the execution of the Work.

ARTICLE 4. DECISIONS AND JUDGMENTS, ACCESS TO WORK AND INSPECTION

A. DECISIONS

The Developer shall, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

Such decisions by the Developer shall be promptly forwarded to the City. The City may consent with such decision by the Developer or amend/revise such decision at the discretion of the City.

B. JUDGMENTS

The City is the judge of the performance required by the Contract Documents as it relates to compliance with the Work and quality of workmanship and materials.

C. ACCESS TO WORK

The City and representatives of the City shall at all times have access to the Work. The Developer shall provide proper facilities for such access and for their observations or inspection of the Work.

D. INSPECTION

The City or consultants to the City shall have the absolute right to visit the Properties to generally observe the progress and quality of the Work to determine in general if the Work is proceeding in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials.

If the Agreement, the laws, or ordinances of any public authority require any Work to be specifically tested or approved, the Developer shall give the City and appropriate testing agency (if necessary) timely notice of its readiness for observation by the City or inspection by another authority, and if the inspection is by another authority, of the date fixed for such inspection, required certificates of inspection being secured by the Developer. The Developer shall give all required Notices to the City and Authority Having Jurisdiction for inspections required for the building inspection program. If such Work is found to be not in accordance with the Contract Documents, the Developer shall pay such costs, unless the Developer demonstrates that the defect in the Work was caused by another Developer engaged by the City. In that event, the City shall pay such cost. In addition, examination of questioned Work may be ordered by the City, and if so ordered, the Work must be uncovered by the Developer. If such Work be found in accordance with the Contract Documents, the Developer shall be reimbursed the cost of examination and replacement.

ARTICLE 5. DEVELOPER'S SUPERINTENDENCE AND SUPERVISION

The Developer shall employ, and keep present on the Property during the construction activities of a Generating Facility, a competent superintendent and any necessary assistants, all satisfactory

to the City. The superintendent shall not be changed except with the consent of the City, unless the superintendent proves to be unsatisfactory to the Developer or ceases to be in his or her employ. The superintendent shall represent the Developer in the Developer's absence and all directions given to the superintendent shall be as binding as if given to the Developer. Directions received by the superintendent shall be documented by the superintendent and confirmed in writing with the Developer.

The Developer shall give efficient supervision to the Work, using a level of care consistent with the same level of care and skill ordinarily exercised by Developers practicing under similar conditions. The Developer shall carefully study and compare all Shop Drawings, Specifications and other written instructions and shall without delay report any error, inconsistency or omission which the Developer may discover in writing to the City.

The superintendent shall see that the Work is carried out in accordance with the Contract Documents and using a level of care consistent with the same level of care and skill ordinarily exercised by Superintendents practicing under similar conditions. The Developer's superintendent shall establish all lines, levels, and marks necessary to facilitate the operations of all concerned in the Developer's Work. The Developer shall lay out all work in a manner satisfactory to the City making appropriate permanent records for all other parts of the Work.

ARTICLE 6. MATERIALS AND EMPLOYEES

Unless otherwise stipulated, the Developer shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials and equipment shall be new and both workmanship and materials shall be of uniform quality. The Developer shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Developer is fully responsible for all acts and omissions of the Developer's employees and shall at all times enforce strict discipline and good order among employees on the Properties. The Developer shall not employ on the Work any person reasonably deemed unfit by the City or anyone not skilled in the Work assigned to such person.

ARTICLE 7. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS

A. SURVEYS

The City shall furnish all surveys, property lines and benchmarks deemed necessary by the Developer, unless otherwise specified.

B. PERMITS AND LICENSES

Permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Developer. The Developer's employees shall become personally familiar with permit requirements and shall fully comply with such requirements.

Easements for permanent structures or permanent changes to the Properties shall be secured and paid for by the City, unless otherwise specified.

ARTICLE 8. PROTECTION OF WORK AND PROPERTY

A. GENERAL PROVISIONS

Developer shall continuously maintain adequate protection of all Work, materials, and protect the Property from injury or loss arising in connection with this Agreement and adequately protect adjacent property as provided by law and the Contract Documents.

B. SAFETY PRECAUTIONS

The Developer shall take all necessary precautions for the safety of employees on the Project, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the Properties where the Work is being performed. Developer shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and the Developer shall designate a responsible member of its organization on the Project, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the City by the Developer.

The Developer shall take all precautions to insure that no part of any structure of any description is loaded beyond its carrying capacity with anything that will endanger its safety at any time during the Term of this Agreement; and provide for the adequacy and safety of all scaffolding and hoisting equipment. The Developer shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work, except as otherwise noted.

The Developer shall take due precautions when obstructing sidewalks, streets or other public ways in any manner, and shall provide, erect and maintain barricades, temporary walkways, roadways, trench covers, colored lights or danger signals and any other devices necessary or required to assure the safe passage of pedestrians and automobiles.

C. TREES

The Developer shall comply with Office of the City Forester Rules and Regulations regarding protection of trees and to protect and preserve the City's existing 19% tree canopy cover. The Developer's work shall be executed in a manner that allows for the

successful protection and preservation of existing trees. Unavoidable tree removals will be mitigated through new plantings equal to or greater than that which was lost.

Tree canopy cover that must be removed through the Developer's work will be replaced with new trees planted within the same park, another park, or other public grounds as directed by the City Forester. New tree planting sites will be designed in a manner that will allow for the long-term successful growth of the tree.

ARTICLE 9. GENERATING FACILITY AND EV CHARGING BUDGETS

The Developer will provide a price quote in response to an on-call proposal request from the City for the development, design, and construction of DERs for a specified Generating Facilities and/or EV Charging Station project opportunity. The Developer represents to the City that prior to providing an indicative budget in response to an on-call proposal request that the Developer has visited and examined the Property and other visible conditions affecting the Generating Facility and EV Charging Stations, if applicable, and reasonably believes it can perform the Work in accordance this Agreement for the proposed budget. However, the Parties agree that the cost proposal may change based on due diligence performed during the development phase, City requirements, Utility Provider requirements, or market dynamics (tariffs, commodity price increases, etc.) outside the Developer's control.

ARTICLE 10. DESIGN SUBMITTAL PACKAGE AND COST PROPOSAL PROCESS

A. DESIGN SUBMITTAL PACKAGE

After completion of Development Phase Work, and receipt of the Notice to Proceed to Commence Design Phase from the City, the Developer shall prepare all engineering and installation drawings consistent with requirements of the Utility Provider's interconnection standards, Authority Having Jurisdiction, and Applicable Law, and be consistent with prevailing industry standards in Colorado for solar arrays. Work in parks shall conform to DPR Specifications and Standards. The system design will comply with the Authority Having Jurisdiction permitting criteria and City requirements. The engineering design package that Developer shall prepare for the City will include without limitation, as applicable to the type of Generating Facility:

1. Generating Facility and EV Charging Station Shop Drawings as necessary to complete the Work
2. Structural design calculations and foundation depths and types for ground mount and canopy installations as applicable
3. Structural capacity calculations for rooftop Systems, as applicable
4. Product Data
5. Photometric studies and lighting plans for solar canopy systems

6. Civil plans, as applicable
7. EV Charging system design, as applicable
8. Fencing detail, as applicable
9. Restoration plan for landscaping and irrigation in parks
10. PVSyst reports
11. Utility Provider interconnection approval documentation
12. Utility Provider interconnection cost estimate
13. Recommended spare parts list
14. Construction Schedule
15. Design alternatives, if any

The City shall review the Design Submittal Package and comment on the Specifications, Shop Drawings, and Product Data within twenty (20) business days for conformance with information given and the design concept expressed in, or reasonably inferred from, the Contract Documents. The City shall clearly note the nature of all corrections to be made to the Specifications, Shop Drawings, and Product Data, if any and shall return the submittals to the Developer for such corrections.

In the event the Developer determines, in its reasonable judgment, that one or more of City's comments are not appropriate, the Developer will promptly notify the City of the Developer's objections or concerns regarding such comments. If City review includes a proposed change to the Specifications or Shop Drawings, then the change will be reviewed by the Developer to determine the cost and schedule impact and an adjustment to the Cost Proposal for the impacted Generating Facility will be made. The Developer will incorporate the City's comments, to the extent agreed upon by the Parties, and resubmit the Design Submittal Package. Once approved by the City, the Design Submittal Package shall constitute the construction documents used for the Generating Facility.

By preparing, approving, and/or submitting the Design Submittal Package, the Developer represents that the Developer has determined and verified all materials, field measurements, and field construction criteria related thereto, and has checked and coordinated the information contained within each submittal with the requirements of the Work, the Project and the Contract Documents and prior reviews and approvals.

B. COST PROPOSAL AND PRICE OF CONSTRUCTION

Along with the Design Submittal Package, the Developer shall provide the City with a cost proposal ("*Cost Proposal*") with a fixed price for the turnkey design, construction and interconnection of each Generating Facility and EV Charging Station, which may be updated based on City comments and changes requested during the Design Submittal Package review. The Cost Proposal shall include a list of allowances or exclusions, if any. The Parties agree that the Cost Proposal may differ from the indicative budget submitted

in the on-call DER Deployment RFP based on due diligence performed during the development phase, City instruction, Utility Provider requirements, or market dynamics (tariffs, commodity price increases, labor shortages, etc.) outside the Developer's control. Upon approval of the Cost Proposal and issuance of the Notice to Proceed to Commence Construction by the City it shall become the price for the construction ("**Construction Price**") of that Generating Facility and EV Charging Stations, if applicable.

ARTICLE 11. DRAWINGS AND SPECIFICATIONS ON THE WORK

When applicable, as determined at the sole discretion of the City, the Developer shall keep on the Properties a printed or electronic copy of the Contract Documents in good order, including current copies of all Drawings and Specifications for the Work, and any approved Shop Drawings, Product Data or samples, and as-built drawings. All such documents shall be available to representatives of the City. In addition, the Developer shall keep on the Properties a printed or electronic copy of all approved addenda, Change Orders, and requests for information issued for the Work.

The Developer shall develop procedures to ensure the currency and accuracy of as-built drawings and shall maintain on a current basis a log of requests for information and responses thereto, a Product Data submittal log, and a sample submittal log to record the status of all necessary and required submittals.

ARTICLE 12. SCHEDULES

A. DEVELOPMENT AND DESIGN SCHEDULES

Prior to receiving the Notice to Proceed to Commence Development Phase or Notice to Proceed to Commence Design Phase, the Developer shall submit a detailed schedule identifying all phases of development and/or design, including time identified for the City to review and approve design documents and specifications at each design milestone. The schedule shall also identify adequate time for the document coordination between the Developer and each of its consultants.

B. CONSTRUCTION SCHEDULE

Prior to the Notice to Proceed to Commence Construction Phase for each Generating Facility and EV Charging Station, as applicable, the Developer shall submit to the City, as part of the Design Submittal Package, an overall timetable of the construction schedule for the Project. The schedule shall be in the form of a GANTT chart, or some other form acceptable to the City. Developer shall submit monthly updates of the construction schedule.

ARTICLE 13. COMMISSIONING AND TESTING

A. COMMISSIONING AND TESTING

Commissioning and test of the Generating Facilities shall be in accordance with the Exhibits.

ARTICLE 14. SUBCONTRACTS

A. SUBCONTRACTOR FORMS

All subcontracts will be between the Developer and the Subcontractors as approved by the City in accordance with the Agreement.

B. SUBCONTRACTOR SUBSTITUTION

The substitution of any Subcontractor listed in the Developer's proposal shall be justified in writing not less than twenty (20) days after the date of the Notice to Proceed to Commence Design Phase and shall be subject to the approval of the City. For reasons such as the Subcontractor's refusal to perform as agreed, subsequent unavailability or later discovered proposal errors, or other similar reasons, such substitution may be approved. The Developer shall bear any additional cost incurred by such substitutions.

C. DEVELOPER RESPONSIBLE FOR SUBCONTRACTORS

The Developer shall not employ any Subcontractor that the City, within twenty (20) business days after the date of receipt of the Developer's list of Subcontractors or any supplemental list, reasonably objects to in writing as being unacceptable to the City. If a Subcontractor is deemed unacceptable, the Developer shall propose a substitute Subcontractor and the Cost Proposal sum shall be adjusted by any demonstrated difference between the Subcontractor's bids, except where the Subcontractor has been debarred by the State or fails to meet qualifications of the Contract Documents to perform the work proposed.

The Developer shall be fully responsible to the City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them. All instructions or orders in respect to work to be done by Subcontractors shall be given to the Developer.

ARTICLE 15. RELATIONS OF DEVELOPER AND SUBCONTRACTORS

The Developer agrees to bind each Subcontractor to the terms of the Agreement, including these General Conditions, and to the requirements of the Shop Drawings and Specifications, and any addenda thereto, and also to all the other Contract Documents, as applicable to the Work of such Subcontractor.

Nothing contained in the Contract Documents shall be deemed to create any contractual relationship whatsoever between any Subcontractor and the City.

ARTICLE 16. USE OF PROPERTIES

The Developer shall confine apparatus, the storage of materials and the operations of workmen to limits indicated by law, ordinances, permits and any limits lines shown on the Shop Drawings or defined in the Scope of Work. The Developer shall not unreasonably encumber the Properties with materials. The Developer shall comply with and enforce all of the City's instructions and prohibitions regarding, without limitation, such matters as signs, advertisements, fires and smoking.

ARTICLE 17. CUTTING, FITTING OR PATCHING

The Developer shall do all cutting, fitting or patching of Work that may be required for the installation of the Generating Facilities.

ARTICLE 18. UTILITIES

A. TEMPORARY UTILITIES

As applicable to the Project, the Developer shall provide and pay for the installation of all temporary utilities required to supply all the power, light and water needed by him or her and other Subcontractors for their Work associated with the Project and shall install and maintain all such utilities in such manner as to protect the public and workmen and conform with any applicable laws and regulations. Upon completion of the work, he or she shall remove all such temporary utilities from the site, if applicable. The Developer shall pay for all consumption of power, light and water used by him or her and the other Developers used during the Project as it applies to these temporary utilities.

B. PROTECTION OF EXISTING UTILITIES

Where existing utilities, such as water mains, sanitary sewers, storm sewers, computer networks, and electrical conduits, are shown on the Shop Drawings, the Developer shall be responsible for the protection thereof, without regard to whether any such utilities are to be relocated or removed as a part of the Work. If any utilities are to be moved, the moving must be conducted in such manner as not to cause undue interruption or delay in the operation of the same. Specifically, the Project is located near the City's critical infrastructure and the Developer agrees not to interfere with those existing utilities.

C. CROSSING OF UTILITIES

If the construction of Generating Facilities crosses parking lots or utilities under the jurisdiction of State, city or other public agency, public utility or private entity, the Developer shall secure proper written permission before executing such construction.

ARTICLE 19. UNSUITABLE CONDITIONS

The Developer shall not work at any time, or permit any work to be done, under any conditions contrary to those recommended by manufacturers or industry standards which are otherwise proper, unsuited for proper execution, safety and performance.

ARTICLE 20. TEMPORARY FACILITIES

A. OFFICE FACILITIES

At the Developer's sole discretion, the Developer may choose to provide and maintain without additional expense for the duration of the Project temporary office facilities for his or her own use and the use of the representatives of the City.

B. WEATHER PROTECTION

The Developer shall, at all times, provide protection against weather, so as to maintain all Work, materials, apparatus and fixtures free from injury or damages. The Developer shall provide weathertight storage on substantial floors at least six (6) inches off the ground for all materials requiring protection from the weather.

C. DUST PARTITIONS

If the Scope of Work involves Work in an occupied existing building, the Developer shall erect and maintain during the progress of the Work, suitable dust-proof temporary partitions, or more permanent partitions as specified, to protect such building and the occupants thereof.

D. BENCHMARKS

The Developer shall maintain any Property benchmarks provided by the City and shall establish any additional benchmarks specified by the City as necessary for the Developer to layout the Work and ascertain all grades and levels as needed.

E. SIGN

The Developer may erect up to two signs not to exceed 4' x 8' Properties to identify the Project, the Developer, and other project partners as applicable, which shall be maintained in good condition during the life of the Project. For work in parks, signs may only be installed on construction fencing; no signs may be installed in the ground or staked into the ground.

F. SANITARY PROVISION

The Developer shall provide and maintain suitable, clean, temporary sanitary toilet facilities for any and all workmen engaged on the Work, for the entire construction period, in strict compliance with the requirement of all applicable codes, regulations, laws and ordinances, and no other facilities, new or existing, may be used by any person on the Project. When the Project is complete the Developer shall promptly remove them from the Properties, disinfect, and clean or treat the areas as required.

ARTICLE 21. CLEANING UP

The Developer shall keep Properties free from all surplus material, waste material, dirt and rubbish caused by employees or Work, and at the completion of the Work shall remove all such surplus material, waste material, dirt, and rubbish, as well as all tools, equipment, and scaffolding.

ARTICLE 22. DEVELOPER'S PERFORMANCE AND PAYMENT BONDS

Prior to the commencement of construction of a Generating Facility or Electric Vehicle Charging Equipment at a specific Property, the Operator shall deliver to the Executive Director a payment and performance bond on a form approved by the City Attorney's Office, or alternate form of surety, letter of credit or alternate form of assurance acceptable and approved by the City Attorney's Office, in a sum not less than One Hundred Percent (100%) of the construction costs for the Generating Facilities as outlined in the Cost Proposal payable to the City. Said bond shall guarantee prompt and faithful payment by the Operator directly to the Operator's contractors and by the Operator's contractors to all persons supplying labor, materials, team hire, sustenance, provisions, provender, supplies, rental machinery, tools and equipment used directly or indirectly by the said contractor, subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and shall protect the City from any liability, losses or damages arising therefrom. All bonds shall be issued by a surety company licensed to transact business in the State of Colorado and satisfactory to and approved by the City.

ARTICLE 23. APPLICATIONS FOR PAYMENTS

A. DEVELOPMENT PHASE PAYMENT

Upon Notice to Proceed to Development for each Generating Facility, the City shall pay the Developer the lump sum amount as agreed to by the City and Developer.

B. DESIGN PHASE PAYMENT

Upon Notice to Proceed to Design for each Generating Facility, the City shall pay the Developer the lump sum amount as agreed to by the City and Developer. This payment is for the services and portion of the Work required completed the Design Submittal Package for a given Generation Facility.

C. CONSTRUCTION PROGRESS PAYMENTS

The City shall pay the Developer upon the achievement of the Milestones per the following milestone payment schedule as required in response to the Developer invoices submitted in accordance with Section (4)(a) of the Agreement. Progress milestone payments shall be invoiced by Generating Facility and percentage allocations will be applied to the agreed upon Construction Price (as defined in Article 10.B).

Milestone	% of Construction Price	Value (\$)
Notice to Proceed to Commence Construction	25%	[\$]
Commenced Installation	35%	[\$]
Mechanical Completion	25%	[\$]
Substantial Completion	10%	[\$]
Final Acceptance	5%	[\$]
Contract Price Total	100%	[\$]

D. INVOICES

Upon receiving the applicable Notice to Proceed or achievement of a payment Milestone, the Developer shall submit an application for payment to City.

ARTICLE 24. CORRECTION OF WORK BEFORE ACCEPTANCE

See Yellow Book Title 18.

ARTICLE 25. PAYMENTS WITHHELD

See Yellow Book Title 9, Title 20, and Title 22.

ARTICLE 26. DEDUCTIONS FOR UNCORRECTED WORK

See Yellow Book Title 11.

ARTICLE 27. CHANGES IN THE WORK

See Yellow Book Title 11.

A. HAZARDOUS MATERIALS

The City represents that it has undertaken an examination of the site of the Work and has determined that there are no hazardous substances, as defined below, which the Developer could reasonably encounter in its performance of the Work. In the event the City so discovers hazardous substances, the City shall evaluate the potential impact of such hazards and coordinate with the Developer to commence work in a manner that avoids such hazards. Specifically, the City has reviewed its records concerning the Properties and has not identified the presence of hazardous substances.

In the event the Developer encounters any materials reasonably believed to be hazardous substances which have not been rendered harmless, the Developer shall immediately stop Work in the area affected and report the condition to the City, in writing. For purposes of this Agreement, "hazardous substances" shall include asbestos, lead, polychlorinated

biphenyl (PCB) and any or all of those substances defined as "hazardous substance," "hazardous waste," or "dangerous or extremely hazardous wastes" as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Resource Conservation and Recovery Act (RCRA), and shall also include materials regulated by the Toxic Substances Control Act (TSCA), the Clean Air Act, the Air Quality Act, the Clean Water Act, and the Occupational Safety and Health Act. The Work in the affected area shall not, therefore, be resumed except by written agreement of the City and the Developer, if in fact materials that are hazardous substances have not been rendered harmless. The Work in the affected area shall be resumed only in the absence of the hazardous substances or when it has been rendered harmless or by written agreement of the City and the Developer.

The Developer shall not be required to perform Work without consent in any areas where it reasonably believes hazardous substances that have not been rendered harmless are present.

B. EMERGENCY FIELD CHANGE ORDERED WORK

See Yellow Book Title 11.

ARTICLE 28. DIFFERING SITE CONDITIONS

See Yellow Book Title 11 and Title 14.

ARTICLE 29. DELAYS AND EXTENSIONS OF TIME

See Yellow Book Title 6.

ARTICLE 30. COMPLETION, ACCEPTANCE AND FINAL INSPECTION

See Yellow Book Title 20.

A. Notice of Mechanical Completion

When the Developer believes that it has achieved Mechanical Completion, the Developer shall deliver to the City the Mechanical Completion Checklist certifying that all conditions to Mechanical Completion have been satisfied. If the City rejects the Developer's Mechanical Completion Checklist, the City shall respond with twenty (20) business days in writing giving its reason, in reasonable detail, for such rejection and the Developer shall take appropriate corrective action. Should the City fail to reject the Developer's claim of achieving Mechanical Completion with twenty (20) business day of receiving the Mechanical Completion Checklist, the Developer shall be deemed to have achieved said Milestone. Any dispute between City and Developer with respect to Developer's

achievement of Substantial Completion resolved in accordance with Section 28 of the Agreement entitled “Disputes”.

B. Notice of Substantial Completion

See Yellow Book Title 19.

C. Notice of Final Acceptance

See Yellow Book Title 20.

ARTICLE 31. WARRANTIES

A. LIMITED WARRANTY OF THE WORK

For a period of one (1) year following Substantial Completion (the “*Warranty Period*”), the Developer warrants that the materials used, and the equipment furnished shall be new and of good quality unless specified to the contrary. The Developer further warrants that the Work shall in all respects be free from material defects not permitted by the Specifications and shall be in accordance with the requirements of the Contract Documents. Neither the final certificate for payment nor any provision in the Contract Documents shall relieve the Developer of responsibility for defects or faulty materials or workmanship.

1. **WARRANTY CLAIMS.** The City shall make any warranty claims in writing to the Developer prior to the expiration of the Warranty Period. In the event the City makes a valid warranty claim, the Developer shall remedy, at its sole cost, the defects or subcontract or otherwise arrange for a third party to repair, correct or otherwise cure, the defective construction or installation on which such warranty claim is based. Upon completion of the warranty work, the Developer will submit to the City written notice of the same (a “*Warranty Work Completion Notice*”). If the City is unsatisfied with the warranty work repairs, the City will, within twenty (20) business days after the receipt by the City of such Warranty Work Completion Notice, reject the warranty work and provide written detail of the reasons for the rejection, as reasonably determined by the City. In the event the Developer fails to promptly undertake and prosecute all reasonable actions to correct defective or nonconforming work as required hereunder, the City may correct such defect or nonconforming work at the Developer’s expense.

2. **NON-VALID WARRANTY CLAIM PROCESS.** Should a warranty claim be determined to be invalid by the Parties, the Developer shall provide the City with a detailed synopsis of the issue and a cost estimate to remedy said issue.

B. WARRANTY EXCLUSIONS. Notwithstanding anything to the contrary set forth herein, the Developer specifically excludes from the Warranty, related to the Generating Facility, Electric Vehicle Charging Equipment, and any additional scope of work, any defects caused by or resulting from any defects caused or made worse by: (A) use by the City beyond the scope contemplated in its operating manuals or technical specifications

delivered to the City by the Developer; (B) alterations or repairs made after Final Acceptance by any person (other than the Developer or its Subcontractors) without the Developer's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed; (C) the negligence, improper maintenance or improper operation by anyone other than Developer or its Subcontractors; (D) normal wear and tear or deterioration that does not exceed what would reasonably be expected based on the length of time since Final Acceptance; or (E) Loss or damage that results from a Force Majeure event.

C. THIRD PARTY WARRANTIES.

To the extent assignable, the Developer hereby assigns to the City all warranties made by third parties, including OEMs, Suppliers and Subcontractors, with respect to all System Components, module mounting systems and Subcontractor services, if any, (collectively, the "*Third Party Warranties*"), including the manufacturer's warranties as provided with the Design Submittal Package. The City acknowledges that, upon assignment of third party warranties by the Developer: (i) the Developer shall have no liability or responsibility for honoring any such Third-Party Warranties; and (ii) the City shall be responsible for knowing the terms and conditions of any such Third-Party Warranties and enforcing the same.

D. WARRANTY INSPECTIONS AFTER ACCEPTANCE

The City and the Developer together shall make a warranty inspection approximately eleven (11) months after the date of the Substantial Completion. The City shall schedule and so notify all parties concerned of these inspections.

Written punch lists and reports of this inspection shall be made by the Developer and forwarded to the City within twenty (20) business days after the completion of the inspection. The punch list shall itemize all warranty items, prior punch list items still to be corrected or completed and any other requirements of the Contract Documents to be completed which were not waived by final acceptance because they were not obvious or could not reasonably have been previously observed. The Developer shall immediately initiate such remedial Work as may be necessary to correct any deficiencies or defective Work shown by this report and shall promptly complete all such remedial Work in a manner satisfactory to the City.

If the Developer fails to promptly correct all deficiencies and defects shown by this report, the City may do so, after giving the Developer twenty (20) business days written notice of intention to do so. The City, acting by and through the City, shall be entitled to collect from Developer all costs and expenses incurred by it in correcting such deficiencies and defects.

ARTICLE 32. TIME OF COMPLETION

See Yellow Book Title 6.

ARTICLE 33. CITY'S RIGHT TO DO THE WORK; TEMPORARY SUSPENSION OF WORK; DELAY; DAMAGES

See Yellow Book Title 6.

EXHIBIT D

SCOPE OF WORK

The Parties recognize and agree that this is scope of work exhibit covers various types of solar Generating Facilities and EV Charging Equipment. This Exhibit is intended to represent a generic Scope of Work and the items contained herein may not apply to all Generating Facilities or EV Charging Equipment. The Parties acknowledge the characteristics of a specific City Property may require changes in these scope requirements or the addition of other scope requirements, and the final design and Scope of Work for each Generating Facility or set of EV Charging Equipment will be set forth in the approved Design Submittal Package.

1. General Conditions

- a. The Developer shall conduct a pre-design and pre-construction walk at each Property to identify any potential issues (i.e., trees, irrigation, etc.) or site contracts that impact design and construction activities. In addition, the Developer shall identify and document existing conditions and/or damage at the Property. The Developer shall not be responsible for upgrading and/or repairing areas of the Property with existing damage unless such work is explicitly included in the approved Design Submittal Package.
- b. The Developer is responsible for all handling of equipment including material unloading, lifting, and mobilizing as required to complete the work. The Developer shall determine required delivery dates according to construction schedule.
- c. The Developer is responsible for keeping the construction area clean, and removing all construction related debris, trash, and recyclables, including but not limited to, module packaging.
- d. The Developer shall coordinate site access, site staging areas, permissible storage areas, permissible parking areas, and hours of operation for subcontractors.
- e. The Developer shall be provided parking free of charge, unless paid parking is required by the Site Host. Should parking fees apply the costs shall be included in the approved Cost Proposal.
- f. The Developer shall protect all existing finish work from damage during mobilization, installation and demobilization. Should the Developer cause damage to any property of the Site, the Developer is responsible for curing damage.
- g. All temporary rest rooms, power, and potable drinking water for the site are the responsibility of the Developer.
- h. All temporary fencing, barricades, secured containers, and other forms of protection as required to protect personnel, general public and all equipment from injury or damage during construction will be the responsibility of the Developer.

- i. If hazardous materials are encountered during construction, the Developer will immediately stop work in the area affected and report the condition to the City.
- j. The Developer shall provide legal offsite disposal for all construction waste resulting from this Scope of Work. The Developer shall be required to comply with the City's Executive Order 115 requiring the disposal of all non-hazardous solid waste at the Denver-Arapahoe Disposal Site landfill. This construction waste includes, but is not limited to:
 - i. Removed/demolished equipment, components and systems.
 - ii. Trash and debris.
 - iii. Cardboard boxes and packing materials.
- k. The Developer shall provide project management, scheduling, oversight, and quality control procedures associated with its scope throughout project duration.
- l. The Developer shall provide written bi-weekly construction updates.
- m. Work hours will comply with local ordinances however it is assumed that work may proceed between 7am and 7pm on Monday through Saturday.
- n. The Developer will ensure that any dysfunctional solar panels not returned to manufacturer and needing disposal will be recycled by a qualified recycling vendor.

2. Safety

- a. The Developer is responsible for safety of all direct and subcontracted personnel under their contract, and for the safety of their work and all others in the areas of the site being worked on. The Developer shall provide the City with a site-specific safety plan prior to commencing Work.
- b. The Developer shall report any accidents in writing to the City within 24 hours.
- c. The Developer shall meet all safety standards required by OSHA, and AHJ.
- d. The Developer shall conduct weekly and/or daily Job Hazardous Analysis in conjunction with "toolbox talks" on applicable subject matter based on site conditions.

3. Development Phase Work

Upon Notice to Proceed to Commence Development, the Developer shall commence development work ("***Development Phase Work***") for each Property that will ultimately determine the final Specifications and costs of constructing Generating Facilities or EV Chargers at each Property. This Development Phase Work will include the following deliverables, as necessary and applicable to the Project type for each Property:

- a. Coordination and design with the Utility Provider and the City for interconnection applications and studies necessary to determine the design, infrastructure upgrades, and interconnection costs for the Generating Facility, and additionally for EV Charging Equipment, as applicable.
- b. Title work to identify any known easements for ground mount or canopy sites

- c. Private utility locates as needed
- d. Survey for canopy and ground mount sites
- e. Compliance with applicable DPR requirements for parks appropriate for this phase
- f. Pull test or geotechnical study as needed to confirm soils conditions and foundation design and costs.
- g. Structural analysis of roof structure for rooftop Generating Facilities
- h. Drone surveys of rooftop project sites
- i. Manufacturer's warranty review of rooftop material and pre-inspections, as needed.
- j. Coordination with the Utility Provider as needed regarding applicable incentive program requirements
- k. ESA Phase One studies, if required by the City or Authority Having Jurisdiction.
- l. Planning and Zoning pre-application submittals, coordination, and approval of the project concept for the Generating Facility and EV Charging Equipment, if applicable, on the Property
- m. Engagement with City staff, site hosts, and other community groups as needed to secure approval and support of Generating Facility locations and designs.

The Parties agree that during the development phase additional development work may become necessary based on unforeseen circumstances, planning and zoning requirements for specific sites, City requests or requirements, etc. Should this be the case, these additional scope items and associated costs will be added to the Agreement through a Change Order.

4. Design Phase Work

Upon Notice to Proceed to Commence Design, the Developer shall commence design engineering work ("***Design Phase Work***") in order to provide the City a Design Submittal Package and Cost Proposal for each Generating Facility or set of EV Charging Equipment. The City may approve alternatives to any system basis of design.

a. General Basis of Design

- i. Codes and Standards applicable to each Generating Facility shall be identified during the Development Phase, and will conform with site-specific AHJ and Site Host requirements in effect at the time of Design Phase NTP
- ii. Materials and Key Equipment
 1. Aluminum conductors shall be specified for certain wiring runs as appropriate
 2. Unpainted Electric Metallic Tubing (EMT) will be utilized for exterior conduit runs

3. Schedule 40 PVC or HDPE will be utilized for underground conduit runs
4. Bifacial modules shall be specified for all ground mount and parking canopy systems (subject to availability), and monofacial modules shall be specified for all rooftop systems
5. Electrical equipment and components shall be UL listed or carry equivalent listings from a Nationally Recognized Testing Laboratory (NRTL) relevant to their intended use

b. EV Charging Equipment Basis of Design

The Developer shall design the EV Charging Equipment systems in accordance with the Utility Provider's EV charging interconnection requirements. The EV Charging supply infrastructure may or may not be part of the Utility Provider's EV Supply Infrastructure ("EVSI") program. Under the EVSI program, the Utility Provider will pay for, install, own and maintain the EV charging infrastructure up to the charging station.

- i. EV Charging Equipment shall have a separate interconnection from the Generating Facility.
- ii. The EV Charging Equipment is intended for use by the general public
- iii. The EV Charging Equipment shall be networked
- iv. The primary type of EV Charging Equipment shall be Level 2 Dual Port
- v. The City may submit requests for work for the installation of DC Fast Charging ("DCFC") stations.
- vi. The EV Charging Equipment will include functionality to accept payment for usage
- vii. The EV Charging Equipment shall be mounted as shown in the Design Submittal Package
- viii. The manufacturer and model of the EV Charging Equipment shall be provided in the in the Design Submittal Package.
- ix. Each EV Charging Equipment shall accommodate 2 Cars Per Station
- x. EV Charging Equipment parking stalls shall be formally designated by the Developer with signage and/or restriped for EV Charging Equipment use.
- xi. The City may approve alternatives to the EV Charging Equipment Basis of Design

c. Solar Canopy Basis of Design

- i. Canopy shall follow grade of parking lot

- ii. Canopy design shall not modify or interfere with existing ADA accommodations
- iii. Structure Design
 - 1. I-beam column or HSS Steel
 - 2. Beam or open truss
 - 3. Purlin members mount to column and beams
 - 4. Modules mount to purlin members
 - 5. Permeable (not water tight)
 - 6. Snow guard along bottom edge for single tilt canopies only
 - 7. No decking, gaskets, gutters, or downspouts
- iv. Structure Geometry
 - 1. Canopies covering double rows of parking in the middle of a parking lot shall be single-tilt canopy system designs with inclines ranging from 5-7 degrees, or dual-tilt designs with inclines ranging from -1 – 5 degrees. Canopies covering single rows of parking spaces on the edge of parking lots that extend over adjacent non parking property shall be single tilt designs with inclines up to 5 degrees.
- v. Module Layout
 - 1. Shall either be in portrait or landscape orientation
- vi. Structure Height
 - 1. The minimum height as measured from the ground (at the foundation location) to the bottom of the truss structure shall be 10'6", unless a lower clearance is approved by the City
- vii. Structure Foundations
 - 1. Foundations will be based on Geotech report findings
 - 2. 2-3' raised piers with rounded tops
- viii. Structure Finish
 - 1. Galvanized purlins and end caps
 - 2. High grade paint and primer applied to columns and beams
- ix. Electrical
 - 1. Inverters shall be mounted on canopy posts
 - 2. All above ground conduit runs will be mounted to the exterior of the canopy structure and/or building
- x. Canopy Lighting

1. Fixture specifications that meet current code and AHJ requirements to be provided with Design Submittal Package
 2. Lighting sensors and controls are excluded from the base design
- xi. The City may approve alternatives to the Solar Canopy Basis of Design

d. **Rooftop System Basis of Design**

- i. Generating Facilities located on flat roofs (roofing systems with slopes of 5° or less) shall utilize ballasted mounting systems where possible
- ii. All rooftop system designs shall minimize the use of mechanical attachments and fasteners to the extent possible
- iii. All rooftop system design and installation will follow roofing manufacturers' requirements to maintain existing roof warranties, unless those requirements are waived by the Site Host.
- iv. Conduit runs from the rooftop to the electrical room will be mounted on the exterior of the building and will be unpainted.
- v. In addition to relevant zoning, code, and product application requirements, module layouts shall also incorporate industry best practices regarding roof obstruction setbacks and shade avoidance
- vi. The City may approve alternatives to the Rooftop System Basis of Design

e. **Ground Mount System Basis of Design**

- i. Ground mounted Generating Facilities shall utilize either fixed or single-axis tracking mounting systems as best suited to site-specific conditions and objectives
- ii. Ground mounted systems will include a 20' wide access road from the site entrance to the point of interconnection equipment
- iii. Any fencing required by NEC shall consist of chain link fence
- iv. The City may approve alternatives to the Ground Mount Basis of Design

f. **Security System Basis of Design**

- i. The Developer is in no way responsible for the design, installation, or maintenance of any security system. However, should the City decide to install a security system on a Property that attaches to a Generating Facility structure or other structure constructed by the Developer, the Developer shall reasonably facilitate this installation, which will be performed by others.

5. Construction Phase of the Work

Upon Notice to Proceed to Commence Construction, the Developer shall commence all construction activities per the Construction Schedule including but not limited to the following.

a. Permitting

- i. The Developer shall apply for, and secure all Permits necessary for the construction and interconnection of the Generating Facilities and EV Chargers. All applicable electrical, civil and structural plans sets will be stamped by a licensed Colorado Engineer. The Developer to obtain all required Permits required by the AHJ prior to commencing construction.

b. Procurement and Mobilization

- i. The Developer shall be responsible for the construction survey as needed to locate and install all electrical equipment necessary for operation and interconnection.
- ii. The Developer shall be responsible for procurement of all equipment necessary for operation and interconnection of the Generating Facility and EV Chargers where applicable. All materials supplied by the Developer must be new and in an unused condition.
- iii. The Developer shall field verify all existing conditions and dimensions and shall perform all surveying and measurements as needed. It is the Developer's responsibility to inform the City of any discrepancies of the proposed system size, including but not limited to, physical or electrical constraints.
- iv. All Equipment shall be installed in accordance with manufacturer's instructions and approved Design Submittal Package.
- v. The Developer will determine the shipping address for the Property and Property access for tractor trailers and shipments. The Developer will store material on the Property in areas that will be designated on the site plan. The City may modify the site plan or otherwise require the Developer to relocate storage areas.
- vi. The Developer shall be responsible for the proper security of all the work and equipment and materials as may be necessary to secure the work.
- vii. A temporary project sign and address will be installed near the Property entrance to identify the shipping entrance(s). For work in parks, the Developer shall not install entrance signage in a manner that may damage or harm trees, or damage irrigation. The Developer shall coordinate with DPR and the City Forester for signage installation approval for parks.
- viii. The Developer shall obtain standard manufacture warranty durations as part of equipment procurement and shall not be responsible for extended equipment warranties. The Developer shall not be subject to any Buy American requirements for equipment or material.

- ix. Single mobilization and unrestricted access to the project site during construction. Additional mobilizations are subject to Change Order.
- x. For work in parks, the Developer must comply with DPR Specification and Standards including tree protection and fencing requirements throughout the duration of the Term.

c. Civil Installation, where applicable

- i. The Developer shall construct any civil work, if applicable, per AHJ requirements and approved Design Submittal Package.
- ii. The Developer shall engage a licensed Civil Engineer to develop a stamped site civil plan that covers erosion controls measures, access road construction, and other civil related tasks.
- iii. Clearing/Grubbing – the Developer shall clear the site as required for construction of the Generating Facility.
- iv. Erosion and Sediment Control – the Developer shall provide sediment and erosion control during and after construction in accordance with project permits, local and state laws and regulations, and a civil engineering plan.
- v. Access road shall be constructed per Civil Engineering plans, as applicable.

d. Ground Mount Mechanical Installation

- i. The Developer shall procure all posts and racking materials.
- ii. The Developer shall be responsible for construction survey to locate the ends and center of each module row based on predetermined block corners.
- iii. The Developer will install foundations as determined by the approved structural engineering documents.
- iv. All foundations that do not reach the established embedment depth must be recorded including location and actual embedment depth achieved.
- v. Foundation designs will be based on the findings of the Geotechnical study and/or pull tests completed during the development phase. Foundation designs will be included in the Design Submittal Package for each ground mounted Generating Facility and the associated Cost Proposal shall reflect this design. The City agrees that the Developer could discover special soil or underground conditions that could not be reasonably discovered during the Development Phase Work that require the excavation of below grade obstructions, pre-drilling, concrete foundations, or longer foundations. Should this situation arise, the Developer will provide the City with an alternative foundation design and equitable price adjustment (Change Order) with required professional engineering approval for these cases.

- vi. Install structural racking per manufacture specification and approved structural plan set.
- vii. All connections shall be torqued and marked per equipment specifications.
- viii. Install modules per manufacture specification and structural plan set including required bonding.

e. Parking Canopy Mechanical Installation

- i. The Developer shall be responsible for construction survey of foundation and column locations
- ii. The Developer will install foundations as determined by the approved structural engineering documents.
- iii. Foundation designs will be based on the findings of the Geotechnical study completed during the development phase. Foundation designs will be included in the Design Submittal Package for each parking canopy Generating Facility and the associated Cost Proposal shall reflect this design. The City agrees that the Developer could discover special soil or underground conditions that could not be reasonably discovered during the Development Phase Work that require the excavation of below grade obstructions, spread footer foundations, or greater foundation depths. Should this situation arise, Developer will provide the City alternative foundation design and equitable price adjustment (Change Order) with required professional engineering approval for these cases.
- iv. Install columns, canopy structure and module support components per manufacture specification and approved structural plan set.
- v. All connections shall be torqued and marked per equipment specifications.
- vi. Install modules per manufacture specification and structural plan set including required bonding.

f. Rooftop Mechanical Installation

- i. The Developer shall be responsible for roof survey to determine optimal array locations
- ii. The Developer will install systems as determined by the approved engineering documents.
- iii. Install racking structure, ballast and/or mechanical attachments where applicable, secure modules to the structure, and install bonding per manufactures' specifications and approved racking plan set.
- iv. All connections shall be torqued and marked per equipment specifications.

g. Site Clearing and Remediation/Reseeding/Landscape Restoration

- i. The City shall ensure selected sites are clear of equipment and other materials on the Properties that impact the Developer's ability to perform its scope of work prior to the commencement of construction activities. All vegetation clearing/grubbing and site remediation shall be the responsibility of the Developer. The Developer shall perform this work in accordance with the Authority Having Jurisdiction requirements and approved Design Submittal Package. For work performed in parks, the Developer shall comply with DPR Standards and Specification regarding landscape restoration requirements.

h. Electrical System Installation

- i. The Generating Facility and EV Charger electrical designs will comply with the AHJ adopted National Electric Code (NEC) and Utility Provider requirements.

i. Solar Data Acquisitions System (DAS)

- i. The DAS shall be an Also Energy web-based, revenue meter grade, data monitoring and support system registered to the City. This system is provided with a local communications device that has data back-up capability and serves as a temporary onsite data storage device. The data will be transmitted via the internet to the monitoring service provider's data servers for long-term storage accessible via a web-based user interface. The monitoring system will be able to provide system performance data to City staff on a password access basis. The system will provide information of energy output and carbon offset on a real time and cumulative basis. Some limited customization of the power viewer web screen is provided in the basic system package. Further customization is available for the added cost for software designers and web designers. The DAS system will, at a minimum, provide the Utility Provider required functionality as outlined in the Interconnection Agreement. Each Generating Facility will have a distinct DAS system located at the array, which will include the following:

- (1) NEMA 4 Enclosure
- (2) Data Logger
- (3) CT Based Revenue Grade Meter
- (4) Inverter Direct Monitoring
- (5) Cellular modem or Ethernet for data connection
- (6) A Meteorological Station consisting of the following:
- (7) One (1) Ambient Temperature Sensor (as applicable by project size)
 - i. One (1) Cell Temperature Sensor
 - ii. One (1) Pyranometer
 - iii. Administrative access and all login rights assigned to the City
- (8) Publicly accessible web-based dashboard functionality

- ii. The City may approve alternatives to the DAS

j. Signage

- i. Signs shall be installed to meet requirements of the codes, fire department, Utility Provider, and other regulatory requirements. Signs shall be as shown on the drawings.
- ii. Outside of requirements of codes, fire department, Utility Provider, and other regulatory requirements Developer may install temporary construction or permanent signage per Attachment 1 General Conditions, except as prohibited by DPR Specifications and Standards.

k. Utility Provider Interconnection and Requirements

- i. Final interconnection for drawings will be provided to the City by the Developer in the Design Submittal Package. Utility connections shall meet all applicable Utility Provider's standards and procedures.
- ii. The Utility Provider will provide and install a revenue grade energy production meter for each Generating Facility that will determine REC payments and bill credit amounts to each Subscriber.
- iii. The EV Charger system will have a distinct, separate interconnection from the Generating Facility.
- iv. The Developer shall be responsible for coordinating and scheduling all interconnection related design and installation work with the Utility Provider and the City.
- v. The Utility Provider will provide written approval of the interconnection and the Permission to Operate. Costs for Utility Provider line extensions, transformers and other interconnection gear, and witness tests, are to be paid by the City directly to the Utility Provider.

l. Fencing

- i. When applicable, the Developer shall furnish and install fencing compliant with the current jurisdictionally adopted National Electric Code (NEC). Fencing for ground mount sites is assumed to be 7' in height and chain link unless otherwise noted on drawings in the Design Submittal Package.

m. Construction.

- i. The Developer shall construct the Generating Facilities and EV Charging Equipment according to City-approved Design Submittal Package and pursuant to schedules approved by the City. The Developer will coordinate with the City to mitigate any impacts construction may have on existing operations at the Properties. The City will provide adequate access to the Properties to allow for a single mobilization to construct the Generating Facilities. Once constructed, the

Developer shall not alter, add to, remove, or demolish the Generating Facilities or other related improvements without City approval.

n. Irrigation.

- i. All Developer work shall comply with DPR Specifications and Standards and shall be conducted in a manner to avoid damage to irrigation lines and interruption of watering schedules. DPR may require the Developer to design or redesign installation to avoid damage or interruption regarding irrigation. Any repair or restoration shall comply with DPR Specifications and Standards.

6. Generating Facility and EV Charger Commissioning:

The Developer will commission the Generating Facility and EV Charging Equipment and provide the City with a comprehensive commissioning report. The commissioning report shall contain the following:

a. Generating Facility

- i. Mechanical Torque Spot Check
- ii. DC Insulation Resistance Test
- iii. DC Polarity & Torque Test
- iv. AC Insulation Resistance Test
- v. AC Polarity & Torque Test
- vi. Electrical Ground Continuity Test
- vii. I-V Curve Tracing
- viii. Data Acquisition System (DAS) Test
- ix. Module Level Power Electronics Manufacturing Commissioning (as applicable)
- x. Performance Test
- xi. Manufacture Commissioning Requirements

b. EV Charging Equipment

- i. Commissioning per manufacturer requirements

7. Turnover Package

The Developer will provide City with a “turnover package” that includes the following documents: (All documents shall be provided in digital format only).

- a. Copies of passed inspection documents from the AHJ
- b. Utility Provider Incentive documentation
- c. Stamped engineering documents
- d. Serial numbers for modules

- e. Flash test data of modules
- f. Serial numbers of inverters
- g. As-Built drawings updated to show changes from the approved Design Submittal Package.
- h. Commissioning Report
- i. Performance Test Report
- j. Permission to operate certificate from the Utility Provider
- k. Serial numbers for EV Chargers as applicable
- l. City's manuals and manufacturer's data sheets for all equipment used
- m. Copies of all manufacturer's warranties
- n. Operating and maintenance instruction manuals

EXHIBIT E

COMPLETION CHECKLISTS

Mechanical Completion Acceptance Checklist

Upon execution of this document, the Generating Facility and/or EV Charging Equipment referenced below shall be considered to have achieved the Mechanical Completion milestone.

Project Name:

Equipment and Installation

- Racking system is fully installed
- All solar modules have been securely fastened to the racking system
- All inverters have been securely fastened to their permanent support structure
- Racking, modules and inverters are mechanically installed consistent with approved Design Submittal Package
- EV Charging Equipment and mounting system are physically installed in the location intended for permanent use, as applicable
- Fence and access gate is fully constructed, if applicable
- Civil work is complete, as applicable
- Access Road is complete, as applicable
- Project site is clean and tidy

Project Walkthrough

- The Developer and the City have completed a walkthrough and identified additional punch list items, if any

Punchlist Items, if any, to address for Substantial Completion

- _____
- _____
- _____
- _____

CITY:

DEVELOPER:

Signature:

Signature:

Name:

Name:

Title:

Title:

Substantial Completion Acceptance Checklist

Upon execution of this document, the Generating Facility and/or EV Charging Equipment referenced below shall be considered to have achieved the Substantial Completion milestone.

Project Name:

Equipment and Installation

- Mechanical Completion has been achieved
- Solar and EV Charging Equipment systems are mechanically, electrically, and structurally constructed
- Installation is consistent with approved Design Submittal Package and Change Orders
- All equipment installed in a workmanlike fashion and securely fastened
- Site is clean and tidy
- The Developer has assigned to the City all OEM and Supplier's warranties
- The Developer has provided a digital copy of each warranty to the City

Permitting Documentation

- The Developer has provided the City with proof of the passed AHJ inspection(s)

Utility Provider Documentation

- The Developer has uploaded passed inspection cards to Utility Provider

Project Walkthrough

- The Developer and the City have completed a walkthrough and identified additional punch list items, if any

Specifications and Standards for Parks (as applicable)

- The Developer has conferred with DPR, completed the required walkthroughs, and complied with DPR Specifications and Standards

Punchlist Items, if any, to address for Substantial Completion

- _____
- _____
- _____
- _____
- _____
- _____

CITY:

DEVELOPER:

Signature:

Signature:

Name:

Name:

Title:

Title:

Final Acceptance Checklist

Upon execution of this document, the Generating Facility and/or EV Charging Equipment referenced below shall be considered to have achieved the Final Acceptance milestone.

Project Name:

Equipment and Installation

- Substantial Completion has been achieved
- Installation is consistent with approved Design Submittal Package and Change Orders
- System has passed inspection by all Authorities Having Jurisdiction
- All debris, equipment and surplus materials have been removed from the Site is clean and tidy
- Solar Data Acquisition System is installed and operating
- Utility Provider line extension and interconnection equipment installation have been completed

Utility Provider Documentation and Meters

- Solar production meter has been installed and is functioning properly
- Utility Provider has issued permission to operate

System Commissioning and Operation

- Solar commissioning Performance Test has successfully passed.
- EV Charging Equipment commissioning completed consistent with manufacture requirements
- Commissioning report provided to City in digital format
- Generating Facility is installed and producing electricity.

Site Reseeding/Reclamation/Landscape Restoration

- Site reclamation required by the Authority Having Jurisdiction for permitting approval has been completed.
- All construction related damage or alteration to the pre-construction landscape has been mitigated and reseeded.
- For parks, landscape restoration requirements shall apply in accordance with DPR Specifications and Standards.

Specifications and Standards for Parks (as applicable)

- Substantial completion has been achieved
- Deficiencies identified by DPR have been resolved

Final Walkthrough and Training

- The Developer and the City have completed a final walkthrough

Turnover Package

- Has been delivered to the City

Punchlist Items

- All items have been completed by the Developer or waived by the City

CITY:

DEVELOPER:

Signature:

Signature:

Name:

Name:

Title:

EXHIBIT F**GENERATING FACILITY COMMISSIONING CHECKLIST**

PREREQUISITE CHECKLIST	
These functional test procedures have been reviewed and approved by installing contractors.	
Review design documents and specifications. Verify installation:	
	Includes equipment tagging and identification
	Meets all specification requirements
	Provides accessibility for service and maintenance of all components
The following have been started up and completed startup reports and prefunctional checklists submitted and approved by Developer Commissioning Authority. Equipment is operational and ready for functional testing:	
	Modules and RSD Equipment (if applicable)
	Inverter(s)
	Data Acquisition System
	All Commissioning observations items previously identified for this equipment have been corrected.

INSPECTION TESTS

TEST #1 - AC	
	Inverters have been securely fastened to their mounting system.
	Inverter is configured in correct mode per plan detail (parallel or MPPT).
	Utility AC disconnect can be locked in the 'off' position only.
	Inverter protection settings comply with local regulations.
	Inverter type, serial numbers, and power match the system design documents.
	DC to AC ratio (low): The total module DC nameplate per inverter is at least 1.0.
	DC to AC ratio (high): The total module DC nameplate per inverter complies with manufacturer warranty maximum.
	Inverter can withstand maximum voltage (Voc) and current (Isc) of the array.
	Means of isolating the inverter are provided on the AC side.
	Isolation and switching devices are connected such that PV installation is wired to the "load" side and the public supply to the "source" side.
	Inverters installed according to construction drawings
	Inverters have been grounded.
	Inverter conductor termination torque marks checked.
	Inverter wires properly color coded and labeled.
	Inverter wires protected from damage.
	Inverter free of moisture, debris, rust, damage.
	Inverter fuse ratings match construction drawings and are in place, checked for blown fuses.
	Inverter seals have been checked.

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TEST #2 - DC	
	DC Home runs are color coded and labeled.
	DC wires are protected from sharp edges, exposure to sun.
	DC wire management is neat and workmanlike.
	DC components rated for continuous DC operation.
	All DC components rated to operate at Voc STC x 1.25.
	All DC components rated to operate at Isc STC X 1.25
	DC switch disconnect is properly fitted.
	DC cables are adequately protected.
	PV string cables, PV array cables and PV DC main cables have been selected and erected so as to minimize the risk of earth faults and short-circuits
	High voltage DC cabling (> 120 V) is in trenching / not accessible
	PV rated cables have been used as required per plan
	Systems with string over-current protective devices:
	String overcurrent protective devices are correctly fitted and specified to the requirements of IEC 60364.
	Rated for DC operation at the fault energies present
	Rated for operation at Voc STC x # of modules in string x 1.15
	Fuses are verified in closed position.
	Plug and socket DC connectors mated together are of the same type and from the same manufacturer
	Max Power Point Tracker (MPPTs) are balanced as to not cause overloading and clipping on a single MPPT.
	Where a Generating Facility has a direct connection to earth on the DC side (functional earth), a functional earth fault interrupter is provided to the requirements of IEC 60364.
	DC combiners Installed according to construction drawings
	DC combiners have been grounded.
	DC combiner conductor termination torque marks checked.
	DC combiner wires properly color coded and labeled.
	DC combiner wires protected from damage.
	DC combiner free of moisture, debris, rust, damage.
	DC combiner seals have been checked.
	DC fuse ratings match construction drawings and are in place, checked for blown fuses.

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TEST #3 - ELECTRICAL	
	Disconnects installed according to construction drawings
	Disconnects have been grounded.
	Disconnects conductor termination torque marks checked.
	Disconnect wires properly color coded and labeled.
	Disconnects wires protected from damage.
	Disconnects free of moisture, debris, rust, damage.
	Disconnects fuse ratings match construction drawings and are in place, checked for blown fuses.
	Disconnect seals have been checked.
	Conduit fittings and gaskets checked and tight.
	Conduit secured at proper intervals.
	Dissimilar metals are isolated.
	All electrical system components are protected against weather damage and corrosion.
	Electrical metallic tubing (EMT) or rigid metal conduit (RMC) is used on the roof.
	All components are properly and permanently connected (especially junction boxes and leads).
	All wiring is connected and any bends, are under NEC minimum bend radius limits for the spec'd cable.
	Installed wire and conduit sizes match the plans.
	All electrical building penetrations are permanently flashed or sealed as per plan detail.
	Wiring systems are protected against wind, ice formation, extreme temperatures, and solar radiation.
	Fire stops are installed at all fire barrier penetrations.
	Permanent utility power is connected.
	AC and DC cables are separated.

TEST #4 - GENERAL	
	Roof inspections have taken place by manufacturer post installation and letter of approval obtained certifying solar installation is in compliance with roof warranty.
	Project site is clean and free of trash and debris.
	Equipment complies with applicable standards, including IEC 60364-6.
	Equipment is easily accessible for maintenance.
	Module lines are straight and in line with roof features.
	Painting is satisfactorily completed.
	Array skirts are installed acceptably.
	Inverter fences/enclosures are built as planned.

TEST #5 - LABELING	
	National Electric Code (NEC) required labeling is present and made from durable materials.
	All circuits, protective devices, switches, junctions, and terminals are properly labeled and have been spot checked against plan.
	Array combiner fuse type and rating is labeled in each array combiner.
	System diagram is displayed on-site in an accessible location as per CEC requirement.
	Inverter protection settings and installer details displayed on site.
	Emergency shutdown protocol is displayed on-site in an accessible location.
	AC and DC isolators are appropriately labeled.
	Any fused disconnect has the fuse type and rating labeled.

TEST #6 - MOUNTING	
	The array is ventilated as per the plan detail.
	Array tilt has been measured and matches plan detail.
	The array frame is secured to the building as per plan detail
	All fasteners used on aluminum structures or module frames are stainless or as detailed in plan drawing.
	Steel rack elements are hot-dipped galvanized or better.
	Mechanical and structural systems conform to the plans.
	String layout matches the as-built string diagram.
	Small systems: if no string diagram exists, the string locations are marked on the roof plan.
	Large systems: if no string diagram exists, Developer has been notified.
	Roof attachments have been sealed and installed by an appropriate roofing contractor.
	Any roof damage has been repaired by appropriate roofing contractor.
	Rooftop racking manufacturer drawings have been verified against field installation for ballast weight and location, roof attachment locations and general compliance.
	Ground mount racking manufacturer drawings have been verified against field installation for foundation type, spacing and general compliance.
	Manufacturer bonding and grounding requirements from construction drawings have been verified against field installation for compliance.
	Manufacturer limitations of roof or topography change have been verified against field installation.

TEST #7 - PICTURES	
	Arrays (from the front and rear if possible, or at from least 2 angles)
	One close up of module label / nameplate.
	Racking system and connection point flashing detail
	Inverters (installation and name plate with serial numbers)
	Combiner boxes (installation and name plate)
	Disconnects DC and AC with fuse size and model. (installation and name plate)
	Interconnection (meter and service disconnect and metering cabinet)
	Building and fire stop penetrations
	Location of mounted data acquisition equipment and all sensors

TEST #8 - SAFETY	
	Electrical design is adapted properly.
	All live parts are adequately insulated/protected.
	Working clearances are satisfactory.
	The system has been properly grounded at necessary locations.
	Surge protection devices are installed as per plan.
	Area of all wiring loops kept as small as possible.
	Array frame equipotential bonding installed to local codes.
	Lockout/tagout procedures are in place.
	Arc shields are installed in AC and DC electrical devices per plan and manufacturer.

EXHIBIT G

GENERATING FACILITY PERFORMANCE TEST

The City may approve alternatives to the Generating Facility Performance Test.

1. Definitions

- A. “**Actual Test Data Set**” means the exported climate and performance data from the Data Acquisition System used in the regression model.
- B. “**Expected Test Data Set**” means the filtered set of data output from the energy model, PVsyst.
- C. “**Minimum Capacity Guarantee**” means the minimum power capacity (i.e. performance level) that the Performance Test results must meet or exceed in order to achieve Final Acceptance, expressed as a percentage.
- D. “**Performance Test**” means the test conducted to demonstrate the performance of the Generating Facility meets or exceeds its Minimum Capacity Guarantee.
- E. “**Performance Test Ratio**” means the ratio of the Expected Test Power at the mean Reporting Conditions vs Actual Test Power at the mean Reporting Conditions, minus some uncertainty.
- F. “**Point of Interconnection**” means the electrical point at which the revenue grade meter is located.
- G. “**Primary Measurement Device**” means any and all equipment required at a minimum to conduct the Performance Test. Instruments are listed in Table 1.
- H. “**Reporting Conditions**” means the filtered set of conditions used for the regression model.
- I. “**Secondary Measurement Device**” means any and all equipment that may be installed based on project size or application, but is not required to conduct the Performance Test. Instruments are listed in Table 1.

2. Procedure

- A. The Developer will furnish the Performance Test procedure to the City at least thirty (30) Days prior to the start of the Performance Test. The City shall provide any comments on the Performance Test procedure within twenty (20) business Days of receipt of the Performance Test procedure, and the Parties will cooperate in good faith regarding any necessary or appropriate modifications to be made. If the City does not provide any comments on the Performance Test procedures within such (20) business Day period, the Developer shall be deemed to have no comments on the Performance Test procedures.
- B. The procedure shall calculate the system performance based on the criteria outlined in the ASTM E2848 “Standard Test Method for Reporting Photovoltaic Non-Concentrator System Performance”. These steps shall include:
 - (i) Gathering the raw data from the Data Acquisition System. Data from the Primary Instrument class shall be collected at a minimum.
 - (ii) Removal of data points that are likely to contain noise, transient weather conditions, device malfunctions, system limits or other errors.
 - (iii) Reduce the dataset by removing the data points that are significant outliers relative to the regression analysis.

- (iv) Calculate a second regression based on the filtered data.
 - (v) Calculate the final system performance and compare performance to the predetermined operating condition.
- C. The Performance Test report shall include the following document references:
- (i) Specification datasheets and calibration records for all Primary Measurement Devices and their corresponding locations, including locations for field verification.
 - (iii) Field testing procedures (i.e. test duration, frequency).
 - (iv) List of all Secondary Measurement Devices and their corresponding locations.
 - (v) Applicable transformer factory acceptance test certificates.
 - (viii) Instrumentation map showing location of weather stations and all relevant sensors (e.g. back of module temperature sensors, pyranometers, etc.)
 - (ix) PVSyst model and 8760 output documenting the “Expected Test Data Set”

3. Pre-Test Activities

- A. Representatives. The City can designate an authorized representative to observe the Performance Test if desired.
- B. Test Scheduling. Not less than two (2) weeks prior to the date the Developer anticipates it will be ready to conduct the Performance Test, the Developer shall provide notice to the City of such anticipated readiness date. The City and the Developer will thereafter coordinate in good faith to schedule the Performance Test on or as close as possible after such date.
- C. Test Measurements. All test measurement devices shall be fully defined for their make/model, accuracy, calibration and location, as set forth in Table 1 below:

Table 1. Minimum Test Measurement Equipment

Instrument Class	Instrument Type	Orientation
Primary	Class A, B, or C Pyranometer	Plane of Array (POA)*
Primary	Module Cell Temperature	Back of center of central module (location as specified by the drawings)
Primary	Revenue Meter	Located at point of interconnection (City meter - location as specified by drawings and approved by City)
Secondary	Ambient Temperature	On mast at weather station (if applicable)
Secondary	Wind Speed	On mast at weather station (if applicable)
Secondary	Pyranometer	Global Horizontal on mast with unobstructed view (if applicable)

* Note: For sites with multiple azimuths, a GHI may be installed as a substitute for multiple POA sensors. The GHI data will be transposed to each appropriate POA.

- (i) Instrument Calibration. All Primary Measurement Devices shall have current NIST or equivalent calibration certificates. All calibrations certificates shall be dated no more than one year prior to the commencement of the Performance Test.
- (ii) Performance Test data collection. Data from the Performance Test shall be recorded by the DAS System. The AC output of the Project shall be measured at the revenue grade meter at the Point of Interconnection(s), unless another location was determined as part of the design and installation. The AC output shall be adjusted for any additional losses as deemed necessary to reflect the true AC output at the Point of Interconnection(s).
- (iii) Adjustments. Any adjustments made during the test to the Project or test measurement devices shall be fully documented.
- (iv) Cancellation of Performance Test. Either Party has the right to cancel the test with written justification if it can be shown that test conditions or other reasons are causing erroneous data.

4. Objective

- A. The Performance Test shall verify and demonstrate to the City that the Project has achieved at least the Minimum Capacity Guarantee. The AC power output of the Project shall be measured at the meter(s) installed at the Point of Interconnection(s) within the on-site interconnection facility. Losses between the metered location and the Point of Interconnection(s) will be calculated using mutually agreed calculation methods.

5. Methodology

- A. The Performance Test criteria shall be based on the capacity testing protocol as set forth in ASTM E2848-13.
- B. The Performance Test shall follow the defined process of determining Reporting Conditions and Actual Test Output outlined in ASTM E2848-13.

Table 2. Actual Test Data Set Recording Parameters

For Facilities less than 20 MWac:

Test Duration & and Data Requirements	3 to 6 calendar Days or more as required in order to collect a minimum of 500 data points of which at least 350 filtered data points shall have POA irradiance above 200 W/m ²).
Averaging Interval	2 hr
Sampling Interval	15 minute

6. Actual Test Data Set

- A. The “Actual Test Data Set” shall be obtained as follows:
 - (i) The Actual Test Data Set must contain at minimum measurements of plane of the array irradiance, module cell temperature and power output at the revenue meter.

- (ii) Each data point shall be represented by the average of all Primary Measurement Devices installed on-site.
- (iii) All recorded data points shall be filtered per section 9.1 of ASTM E2848-13, with the following additional explicit filtering requirements:
 - (a) All data points with POA irradiances less than 200 W/m² will be filtered out.
 - (b) Any data points during a sensor or equipment failure and/or malfunction shall be removed.
 - (c) Data points during times of grid instability or inverter operation off utility-required power factor or off MPPT (clipping) shall be removed.
 - (d) Data points considered outliers due to unstable atmospheric conditions may be removed with City approval.
- (iv) If after filtering the Actual Test Data Set there are fewer than 500 filtered data points for a Project less than 20MWac, and 750 filtered data points for a Project greater than 20MWac, then the test duration and data collection shall be extended in accordance with the “moving window” provision of section 8.3 of ASTM E2848-13 and the process shall repeat until the Actual Test Data Set requirements are achieved.

7. Reporting Conditions

- A. The "Reporting Conditions" (“**RC**”) shall be as defined in section 3.2.4 of ASTM E2848-13, and shall be determined as follows:
 - (i) The POA reference irradiance (“***E_{RC}***”) shall be determined based on the Actual Test Data Set.
 - (ii) To select the POA reference irradiance, the following steps shall be taken:
 - (a) Determine the median POA irradiance value of the Actual Test Data Set.
 - (b) If the median irradiance value is less than 500W/m² then the recommendations of ASTM E2939-13 section 8.4 shall prevail (i.e. calculate the POA irradiance value that exceeds 60% of the Actual Test Data Set. This shall be the POA reference irradiance).
 - (c) Otherwise the Reporting Condition will be set to the median irradiance value.
 - (iii) The mean, per ASTM E2848-13, module cell temperature of the Actual Test Data Set will be the reference temperature (“***T_{mRC}***”).
 - (iv) As a Secondary Measurement Device, an ambient temperature sensor may be installed. The mean, per ASTM E2848-13, ambient temperature of the Actual Test Data Set will be the reference ambient temperature (“***T_{aRC}***”).
 - (v) As a Secondary Measurement Device, an anemometer (measures wind speed and direction) may be installed. The mean, per ASTM E2848-13, wind speed of the Actual Test Data Set will be the reference wind speed (“***V_{RC}***”).
 - (vi) The E_{RC} , T_{RC} , and V_{RC} shall constitute the **RC** for the test.

8. Calculations

- A. Calculation of Actual Test Output:

- (i) Calculate the Actual Regression Coefficients per equation (1) or (1a) of ASTM E2848-13 using the Actual Test Data Set. The applicable equation depends on the Primary and/or Secondary Measurement Devices installed.

$$P = E(a_1 + a_2 \cdot E + a_3 \cdot T_a + a_4 \cdot v) \quad (1)$$

$$P = E(a_1 + a_2 \cdot E + a_3 \cdot T_m) \quad (1a)$$

where a_1 , a_2 , etc. are the Actual Regression Coefficients.

- (ii) Calculate the Actual Test Power at the mean Reporting Conditions using the Actual Regression Coefficients per equation (2) or (2a) of ASTM E2848-13 using the Actual Test Data Set. The applicable equation depends on the Primary and/or Secondary Measurement Devices installed.

$$P_{RC} = E_{RC}(a_1 + a_2 \cdot E_{RC} + a_3 \cdot T_{a,RC} + a_4 \cdot v_{RC}) \quad (2)$$

$$P_{RC} = E_{RC}(a_1 + a_2 \cdot E_{RC} + a_3 \cdot T_{m,RC}) \quad (2a)$$

- (iii) The Developer may choose to take recourse to the provision in section 8.3 of ASTM E2848-13 and use the provision of “moving window” as stipulated therein if the City suspects that the data collected is not consistent.

B. Calculation of Expected Test Output: Expected Test Output shall be determined in accordance with ASTM E2848-13 Section 9 in the following manner:

- (i) Create the “Expected Test Data Set”: Run a simulation with PVSyst based on the Project design per the approved construction permit application set. List the major inputs as shown in Table 3 below. This procedure should be repeated for each system connected to an independent power meter.
- (ii) The PVSyst hourly output must contain at a minimum the POA irradiance, the module temperature, inverter energy and energy sent to the grid (GlobInc, Tmod, EOutInv, and EGrid) respectively.
- (iii) Filter the PVSyst hourly output data set to remove with the following:
- (a) POA irradiances below 200 W/m²
 - (b) Inverter is clipping (i.e., **EOutInv** >= 98% * AC Capacity)
- (v) This data now constitutes the “Expected Test Data Set”.

C. Determine Regression Coefficients:

- (i) Calculate the regression coefficients per Equation (1) listed above using the Expected Test Data Set.
- (ii) Calculate the Expected Power at the mean Reporting Conditions using the regression coefficients per Equation (2) or (2a) listed above.

Table 3. PVSyst Inputs and Parameters

Modeling Assumption	Comments
Weather File	TMY3, SolarAnywhere TGY or a meteorological reference file that is provided by City and approved by City's Independent Engineer and financing partners.
Transposition Model	Perez
Site Albedo:	Defined per Project
Orientation Parameters:	Defined per Project
Tilt:	Defined per Project
Pitch:	Defined per Project
Shading Scene:	If Applicable
Horizon:	If Applicable, a horizon is generated by HeyWhatsThat and is input into PVSyst.
Module PAN Files	Per module
Inverter OND Files	Per inverter
Constant Loss Factor U_c	Per application
DC Wiring Ohmic Loss:	1.5%; this can be updated with actual DC voltage drop calculations if provided.
Soiling Losses:	Define monthly soiling values per DNV-GL, Solar Resource Compass
Module Quality Loss (negative value indicates over performance):	Per module PAN file. If no test data is available assume 0.25% of the power tolerance
Light Induced Degradation:	1.0% for Mono-PERC modules 1.5% for Polycrystalline modules
Module Mismatch Loss:	Per module PAN file. If no test data is available assume 1.0%.
IAM Loss: ASHRAE Model (default) $b_0 =$	Per module
AC Wiring Loss :	Defined per Project. This can be updated with actual AC voltage drop calculations if provided.
Step-up Transformer Loss:	If applicable, 1.0% for resistive loss, 0.1% for iron loss unless provided with actual transformer test data.
Year 1 Degradation	Per module. Standard value of 0.5% if unknown.

9. Test Calculations and Results

- A. Raw test data shall be analyzed and reduced to eliminate data points that clearly exhibit a high degree of random error. Causes for eliminating data points shall be defined in the test plan.
- B. The Developer will document all data that is eliminated and provide to the City.
- C. For calculation requirements, reference ASTM E2848-13 Section 9 Calculation of Results.
- D. Test Results shall be summarized in the following table, Table 4

Table 4. Test Results

Description	Nomenclature	Value	Unit
Actual Power at Mean Reporting Conditions	$P_{\overline{RC}}$		kW
Expected Power at Mean Reporting Conditions	$P_{\overline{RC}}^E$		kW
Uncertainty	U_{95}		kW
Performance Test Ratio	$\frac{P_{\overline{RC}} + U_{95}}{P_{\overline{RC}}^E}$		%
Minimum Capacity Guarantee	m	95	%
Test Result		(PASS OR FAIL)	

- E. Calculation of the Performance Test Ratio shall be determined with Equation 3 below:

$$\text{Performance Test Ratio} = \frac{P_{\overline{RC}} + U_{95}}{P_{\overline{RC}}^E} \quad (3)$$

- (i) Results shall be expressed in a percentage

- F. Calculation of the Test Results shall be determined as a Pass/Fail as shown in Equation 4 where the Performance Test Ratio is compared to the Minimum Capacity Guarantee, m , as follows:

$$\text{Performance Test Ratio} \geq (m) \quad (4)$$

10. Test Reporting

- A. The Developer will submit a detailed test report within ten (10) business Days of completion of the Performance Test, whether successful or unsuccessful, to the City consisting of the following:
- (i) Test procedures (as executed).
 - (ii) Instrument calibration sheets/certificates.
 - (iii) Test data (manual and data acquisition), including post-test measurement uncertainty analysis and comparison to pre-test calculations.
 - (iv) Field notes and observations.
 - (v) Calculations.
 - (vi) Results.
- (vii) Conclusions.

EXHIBIT H

NOTICE TO PROCEED TEMPLATE

DATE: Insert Date
TO: [Developer]
FROM: City of Denver
SUBJECT: Notice to Proceed

In accordance with the Master Services Agreement between the City and County of Denver and [Developer] dated _____ this is your Notice to Proceed to Commence *Insert Phase Name* for the following Generating Facility and Electric Vehicle Charging Equipment, as applicable.

Generating Facility Name:

Sincerely,

Insert Authorized Signatory Name
City and County of Denver

cc:



CASR-202263646

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: May 09, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, May 06, 2022** and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220020
Superseded General Decision No. CO20210020
Modification No. 4
Publication Date: 05/06/2022
(6 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20220020 05/06/2022

Superseded General Decision Number: CO20210020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022
4	05/06/2022

ASBE0028-002 07/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	14.73

CARP0055-002 11/01/2019

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 29.95	10.99

CARP1607-001 06/01/2020

	Rates	Fringes
MILLWRIGHT.....	\$ 35.50	14.68

ELEC0068-012 06/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 39.75	17.27

ELEV0025-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.74	36.885

FOOTNOTE:
 a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
 b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 35.17	12.35
50 tons and under.....	\$ 31.70	12.35
51 to 90 tons.....	\$ 31.97	12.35
91 to 140 tons.....	\$ 33.05	12.35

IRON0024-009 12/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 31.00	14.25

IRON0024-010 12/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.00	14.25

PAIN0079-006 08/01/2017

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41

PAIN0079-007 08/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

PAIN0419-001 07/01/2016

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

PAIN0930-002 07/01/2021

	Rates	Fringes
GLAZIER.....	\$ 31.92	11.74

PLUM0003-009 06/01/2021

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 39.53	18.52

PLUM0208-008 01/01/2021

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 37.55	17.88

* SFCO0669-002 04/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.46	25.84

SHEE0009-004 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 36.45	20.15

* SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49 **	5.22
LABORER: Mason Tender - Brick...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89

OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2022**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$15.87	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$15.87	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Tile Finisher		\$23.35	\$8.76
Tile Setter		\$29.30	\$8.76
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$15.87	\$0.00

Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: February 28, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220002
Superseded General Decision No. CO20210002
Modification No. 3
Publication Date: 02/25/2022
(6 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 8 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20220002 02/25/2022

Superseded General Decision Number: CO20210002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/28/2022
2	02/18/2022
3	02/25/2022

ASBE0028-001 07/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.98	14.73

BRCO0007-004 01/01/2021

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON AND WELD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.43	9.72

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.88	10.34

ELEC0012-004 09/01/2021

PUEBLO COUNTY

Rates	Fringes
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ELECTRICIAN

Electrical contract over		
\$1,000,000.....	\$ 29.80	13.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	13.00+3%

 ELEC0068-001 06/01/2021

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.75	17.27

 ELEC0111-001 09/01/2021

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 23.14	24.25%+\$7.05
Line Equipment Operator.....	\$ 37.39	24.25%+\$7.05
Lineman and Welder.....	\$ 51.92	24.25%+\$7.05

 ELEC0113-002 06/01/2021

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 34.15	16.87

 ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

 ENGI0009-001 05/01/2021

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 31.37	12.35
Blade: Rough.....	\$ 31.05	12.35
Bulldozer.....	\$ 31.05	12.35
Cranes: 50 tons and under..	\$ 31.70	12.35
Cranes: 51 to 90 tons.....	\$ 31.97	12.35

Cranes: 91 to 140 tons.....	\$ 33.05	12.35
Cranes: 141 tons and over...	\$ 35.17	12.35
Forklift.....	\$ 30.67	12.35
Mechanic.....	\$ 31.20	12.35
Oiler.....	\$ 30.29	12.35
Scraper: Single bowl under 40 cubic yards.....	\$ 31.20	12.35
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 31.37	12.35
Trackhoe.....	\$ 31.20	12.35

IRON0024-003 12/01/2021

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.00	24.59
Structural		

LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

PLUM0003-005 06/01/2020

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 43.63	16.67

PLUM0058-002 07/01/2021

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.35	16.25

PLUM0058-008 07/01/2021

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.35	16.25

 PLUM0145-002 07/01/2016

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.70

 PLUM0208-004 01/01/2021

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 39.10	13.77

 SHEE0009-002 07/01/2021

	Rates	Fringes
Sheet metal worker.....	\$ 36.45	20.15

 TEAM0455-002 07/01/2020

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 22.66	4.42
Tandem/Semi and Water.....	\$ 23.29	4.42

 * SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22 **	2.92
Flagger.....	\$ 8.91 **	3.80
Landscape.....	\$ 12.56 **	3.21

Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 01-01-2022)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$15.87	\$2.92
Laborer (Flagger)		\$15.87	\$3.80
Laborer (Landscape)		\$15.87	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.



CASR-202263646

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Ryland Feno, Classification and Compensation Analyst Staff
DATE: February 28, 2022
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised prevailing wage rates for some building, heavy, highway, and residential construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act.

The effective date for this publication will be **Friday, February 25, 2022** and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20220009
Superseded General Decision No. CO20210009
Modification No. 1
Publication Date: 02/25/2022
(6 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$15.87 to comply with the city's minimum wage. The effective date is January 1, 2022. See page 7 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20220009 02/25/2022

Superseded General Decision Number: CO20210009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p> If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</p>
<p> If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 26.50	10.32

ELEC0068-016 03/01/2011

	Rates	Fringes
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 26.42	4.75%+8.68
Zone 2.....	\$ 29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
 Colorado Springs - Nevada & Bijou
 Denver - Ellsworth Avenue & Broadway
 Ft. Collins - Prospect & College
 Grand Junction - 12th & North Avenue
 Pueblo - I-25 & Highway 50
 All work outside of these areas shall be paid Zone 2 rates.

ENGI0009-008 05/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe (Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and		

including 6 cu. yd.).....\$ 31.05	12.35
(3)-Loader (under 6 cu. yd.)	
Denver County.....\$ 31.05	12.35
(3)-Motor Grader (blade-rough)	
Douglas County.....\$ 31.05	12.35
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....\$ 31.70	12.35
(4)-Loader (over 6 cu. yd)	
Denver County.....\$ 31.20	12.35
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....\$ 31.37	12.35
(5)-Motor Grader (blade-finish)	
Douglas County.....\$ 31.37	12.35
(6)-Crane (91-140 tons).....\$ 33.05	12.35

 * SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)...	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes Link/Cyclone Fence Erection).....	\$ 13.02 **	3.20
GUARDRAIL INSTALLER.....	\$ 12.89 **	3.20
HIGHWAY/PARKING LOT STRIPING:Painter		
Denver.....	\$ 12.62 **	3.21
Douglas.....	\$ 13.89 **	3.21
IRONWORKER, REINFORCING (Excludes Guardrail Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL (Includes Link/Cyclone Fence Erection, Excludes Guardrail		

Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26 **	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55 **	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55 **	3.05
Traffic Control (Sets Up/Moves Barrels, Cones, Install Signs, Arrow Boards and Place Stationary Flags) (Excludes Flaggers).....		
	\$ 12.43 **	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87
POWER EQUIPMENT OPERATOR:		
Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....	\$ 26.90	5.59
Concrete Pump.....	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....	\$ 15.91	4.68

Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....	\$ 13.13 **	2.95

TRAFFIC SIGNALIZATION:

Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

Dump Truck

Denver.....	\$ 15.27	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....	\$ 17.25	5.27
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Mechanic.....	\$ 26.48	3.50
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Multi-Purpose Specialty &
Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

Pickup and Pilot Car

Denver.....	\$ 14.24 **	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....	\$ 18.39	4.13
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Truck Mounted Attenuator....	\$ 12.43 **	3.22
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Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
Revised 01/01/2022)**

Classification		Base	Fringe
Guard Rail Installer		\$15.87	\$3.20
Highway Parking Lot Striping: Painter		\$15.87	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$15.87	\$3.16
Laborer: Traffic Control (Flagger)		\$15.87	\$3.05
Laborer: Stationary Flags(excludes Flaggers)		\$15.87	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$15.87	\$3.22

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.