
**VEREGY DER & ELECTRICAL, LLC, DBA VEREGY LLC
GUARANTEED ENERGY SERVICES
AGREEMENT**

1GPA Contract #: 22-07P-08

CUSTOMER NAME: Town of Fountain Hills
DATE OF SUBMISSION: June 3, 2026

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. GENERAL PROVISIONS	1
2. VEREGY'S RESPONSIBILITIES.....	1
3. CUSTOMER'S RESPONSIBILITIES.....	4
4. SUBCONTRACTS.....	5
5. INSTALLATION AND ACCEPTANCE.....	6
6. PRICE AND PAYMENT	6
7. CHANGES IN THE PROJECT	7
8. INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY.....	8
9. TERMINATION OF THE AGREEMENT	10
10. ASSIGNMENT.....	11
11. MISCELLANEOUS PROVISIONS.....	11
12. ARBITRATION	13
13. LIMIT OF LIABILITY - FIRE AND/OR SECURITY SYSTEMS.....	13
14. SUBSEQUENT PHASES OF WORK.....	14

ATTACHMENT A	THE WORK (SCOPE-OF-WORK)
ATTACHMENT B	THE INSTALLATION SCHEDULE
ATTACHMENT C	PAYMENT SCHEDULE
ATTACHMENT D	ENERGY GUARANTEE
ATTACHMENT E	SCHEDULE OF SAVINGS
ATTACHMENT F	PROJECT ACCEPTANCE
ATTACHMENT G	FEDERAL REQUIREMENTS COMPLIANCE

Note Regarding Modifications Made to this Agreement: Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence, or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The Parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

ARTICLE 1

GENERAL PROVISIONS

1.1 This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated May 26, 2026 (the "Effective Date") by and between VEREGY, a limited liability company and Veregy DER & Electrical, LLC, DBA Veregy and collectively referred to as "Veregy" with a principal place of business at 3312 E Broadway Rd, Phoenix, AZ, 85040, and the Town of Fountain Hills, an Arizona municipal corporation ("CUSTOMER") with a principal place of business at 16705 E Avenue of the Fountains, Fountain Hills, AZ 85268. (collectively the "Parties").

1.2 EXTENT OF AGREEMENT: This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and VEREGY and supersedes all prior negotiations, representations, or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by: (1) a written amendment signed by both CUSTOMER and VEREGY; and (2) a signed Change Order signed by both CUSTOMER and VEREGY. None of the provisions of this Agreement shall be modified, altered, changed, or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.

1.3 As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by VEREGY to fulfill VEREGY's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than VEREGY.

1.4 The Project is the total construction of which the Work performed by VEREGY under this Agreement may be the whole or a part and which may include construction by the CUSTOMER and by separate contractors.

1.5 The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by VEREGY. The Contract Documents are complementary, and what is required by one shall be binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.

1.6 Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

ARTICLE 2

VEREGY'S RESPONSIBILITIES

2.1 VEREGY Services

2.1.1 VEREGY shall be responsible for construction of the Project, except as otherwise set forth in the Construction Documents. VEREGY shall not be responsible for any work undertaken by CUSTOMER or CUSTOMER's contractors.

2.1.2 VEREGY will assist in securing permits necessary for the Work. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise incidental to the fulfilling of these specifications.

2.1.3. VEREGY shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless VEREGY needs to provide such services in order to carry out the VEREGY's responsibilities for construction means, methods, techniques, sequences and procedures.

2.1.4 VEREGY shall comply with each and every applicable Federal Requirement and each and every applicable EEO Requirement. By way of regulatory compliance and clarity and not to limit the commitment made herein, Attachment H Federal Requirements Compliance is attached hereto, incorporated herein, and made a part hereof for all purposes.

2.2 Responsibilities with Respect to the Work

2.2.1 VEREGY will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items reasonably necessary for the execution and completion of the Work.

2.2.2 VEREGY shall keep the premises in an orderly fashion and reasonably free from unnecessary accumulation of waste materials or rubbish caused by its operations. If VEREGY damages property not needed for the Work, VEREGY shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, VEREGY shall remove waste material supplied by VEREGY under this Agreement as well as all its tools, construction equipment, machinery, and surplus material. Unless otherwise agreed to herein, all surplus materials shall be the property of VEREGY. VEREGY shall dispose of all waste materials or rubbish caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, VEREGY shall not be responsible for disposal of toxic or hazardous materials removed from the facilities, such as fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury-containing controls, but shall store those materials neatly at a location designated by CUSTOMER.

2.2.3 VEREGY shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work; provided, however, that VEREGY shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

2.2.4 VEREGY shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that VEREGY shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with VEREGY, including CUSTOMER, CUSTOMER's employees, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of VEREGY for the elimination or abatement of any such health or safety hazards at the site of the work.

2.2.5 VEREGY shall promptly notify the CUSTOMER if it finds (1) that a subsurface or latent physical condition at the site differs materially from those indicated in this Agreement, and/or (2) that an unknown physical condition at the site of an unusual nature differing materially from that ordinarily encountered and generally recognized as occurring in the work of the character envisioned in the Agreement. If CUSTOMER receives such a notice, it must promptly investigate the physical condition, and if it determines that the physical condition is materially different and would cause an increase or decrease in cost or additional time to perform the Agreement, it must put its determination in writing and an equitable adjustment to the contract price and time must be made.

2.3 Patent Indemnity

2.3.1 VEREGY shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by VEREGY, provided that: 1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by VEREGY hereunder; 2. CUSTOMER gives VEREGY immediate notice in writing of any such suit and permits VEREGY, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives VEREGY all needed information, assistance and authority, at VEREGY's expense, to enable VEREGY to defend such suit.

2.3.2 If such a suit has occurred, or in VEREGY's opinion is likely to occur, VEREGY may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

2.3.3 In the case of a final award of damages in any such suit, VEREGY will pay such award. VEREGY shall not, however, be responsible for any settlement made without its written consent.

2.3.4 This article states VEREGY's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by VEREGY hereunder. In no event shall VEREGY be liable for any indirect, special, or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.

2.4 Warranties and Completion

2.4.1 VEREGY warrants CUSTOMER good and clear title to all equipment and materials furnished by VEREGY to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. In addition to manufacturer's equipment warranties, VEREGY hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of two (2) years from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by VEREGY or with VEREGY's written permission, and provided that after delivery such equipment or materials have not been subjected by non-VEREGY personnel to accident, abuse, neglect, misuse, modifications, improper or insufficient maintenance, improper operation or use in violation of any instructions supplied by VEREGY, in which case this warranty shall be null and void.

2.4.2 All Subcontractor's and manufacturer's warranties shall be deemed furnished and assigned to CUSTOMER pursuant to the Contract Documents without further action by VEREGY upon Final Payment by CUSTOMER as required under the Contract Documents.

2.4.3 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND VEREGY HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY WARRANTED HEREIN. VEREGY shall not be liable for any special, indirect, incidental, or consequential damages arising from, or relating to, this limited warranty or its breach.

2.4.4 VEREGY's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by VEREGY, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

2.4.5 The local contact in the US for warranty for the Solar panels is the following company:

C&D Clean Energy (C&D Material Inc.)

Address: 5861 Pine Avenue, Suite B-20, Chino Hills CA 91709

Email: Ashok@cndcleanenergy.com

Website: www.cndcleanenergy.com



2.5 Hazardous Materials

2.5.1 Except as expressly provided in Schedule A, VEREGY and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state, or local governmental entities. "Hazardous materials" shall also include lead paint, fungus, and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, VEREGY shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. VEREGY shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section. In the event that the Parties agree that VEREGY

shall remove or remediate any Hazardous Materials discovered during the course of the Work, VEREGY shall be entitled to a Change Order increasing the Contract Price and Contract Time for said removal and/or remediation.

2.5.2 CUSTOMER shall indemnify, defend, and hold VEREGY and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by CUSTOMER concerning any Hazardous Materials; provided that the Damages are not the direct result of any act or omission of VEREGY or its agents.

2.5.3 Unless prior to the execution of this Agreement, VEREGY received written notification from CUSTOMER of the existence of Hazardous Materials on the site, and said notice included a description of the Hazardous Materials, and the quantity and location of the Hazardous Materials, CUSTOMER is hereby representing to VEREGY that CUSTOMER is not aware of any Hazardous Materials present at the site.

2.6 CUSTOMER may audit only records reasonably related to (i) statutory compliance, (ii) approved change orders, claims, allowances, reimbursable items, or (iii) savings-guarantee calculations expressly required under the Agreement, and not Veregy's proprietary pricing, overhead, profit, or unrelated corporate records.

ARTICLE 3

CUSTOMER'S RESPONSIBILITIES

3.1 CUSTOMER shall provide VEREGY full information necessary and relevant to the evaluation, performance, and requirements for the Work. VEREGY shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.

3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work, execute and agree to Change Orders and render decisions promptly.

3.3 CUSTOMER shall furnish to VEREGY surveys describing physical characteristics, all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work, and the Project.

3.4 CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.

3.5 If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to VEREGY and if such notice is not promptly given, CUSTOMER shall be responsible for any additional repair or remedial costs which could have been avoided if such notice had been promptly given.

3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and VEREGY shall be entitled to rely upon the accuracy and the completeness thereof.

3.7 Prior to the commencement of the Work and at such future times as VEREGY shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to VEREGY that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, VEREGY is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, VEREGY may stop work upon fifteen (15) days' notice to CUSTOMER. The failure of VEREGY to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of VEREGY's right to request or insist that such evidence be provided at a later date.

3.8 CUSTOMER shall comply with all applicable federal, state, and municipal laws and regulations governing occupational health and safety in the areas where VEREGY will perform services and/or perform the Work.

3.9 CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where VEREGY will undertake Work or provide services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER shall immediately notify VEREGY of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by VEREGY or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond VEREGY's reasonable control and VEREGY shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense. When the Hazardous Material has been remediated or removed, Work in the affected area shall resume upon written agreement of CUSTOMER and VEREGY. By Change Order, the Contract Time shall be extended appropriately and the Contract Price shall be increased in the amount of the VEREGY's reasonable additional costs of shut-down, delay and start-up and for any additional work performed by VEREGY.

3.10 To the fullest extent allowed by law, CUSTOMER shall indemnify and hold VEREGY harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of mold or a Hazardous Materials at a site, performance of the Work in the affected area, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides VEREGY advance notice of the existence or occurrence and regardless of when the Hazardous Materials or occurrence is discovered or occurs. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this section shall be construed to require that CUSTOMER indemnify and hold harmless VEREGY from claims and costs resulting from the negligent use by VEREGY of any Hazardous Materials brought to the site by VEREGY (and CUSTOMER acknowledges that VEREGY may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as Hazardous Materials).

3.11 In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership, or possession of the Work provided hereunder, excluding taxes on VEREGY's net income.

ARTICLE 4

SUBCONTRACTS

4.1 At its exclusive option, VEREGY may subcontract some or all of the Work. VEREGY, as soon as practicable after execution of the Agreement, shall furnish in writing to CUSTOMER, if requested by CUSTOMER, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CUSTOMER will promptly reply to VEREGY in writing stating whether or not CUSTOMER has reasonable objection to any such proposed person or entity. Failure of CUSTOMER to reply promptly shall constitute notice of no reasonable objection. Notwithstanding anything herein to the contrary,

4.2 A Subcontractor is a person or entity who has a direct contract with VEREGY to provide work, labor, and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.

4.3 For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. VEREGY shall be responsible for the management of its Subcontractors in their performance of their Work. Unless otherwise expressly agreed to, VEREGY shall not be responsible for the management or supervision or the performance of any work by any of CUSTOMER's employees, contractors, or subcontractors.

4.4 CUSTOMER shall not hire any of VEREGY's Subcontractors without the prior written approval of VEREGY.

ARTICLE 5

INSTALLATION AND ACCEPTANCE

5.1 The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.

5.2 If VEREGY is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or by any pandemic, international, national or regional health crisis or condition or any federal, state or local directive, declaration of emergency or order to suspend, shut down or suspend business in general or the Work in particular resulting from said pandemic or crisis, that impacts the provision of labor or interferes with VEREGY's or any of VEREGY's subcontractor's ability to procure materials, supplies or equipment, or that otherwise disrupts or shuts down the jobsite, either temporarily or for an extended duration ("Pandemic Delay"); or any other problem beyond VEREGY's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse VEREGY for all additional costs resulting therefrom. In the event of significant delay or price increase of material, or equipment occurring during the performance of the Agreement through no fault of VEREGY, the Contract Price, time of completion or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the Agreement. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 15% between the date of this Agreement and the date of purchase.

5.3 VEREGY shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and VEREGY (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment F. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by VEREGY identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by VEREGY, unless CUSTOMER provides VEREGY with a written statement identifying specific material performance deficiencies that it wishes VEREGY to correct. VEREGY will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by VEREGY pursuant to the Installation Schedule.

ARTICLE 6

PRICE AND PAYMENT

6.1 Price

6.1.1 The price for the Work is TWO MILLION THREE HUNDRED NINETY THOUSAND NINE HUNDRED DOLLARS (\$2,390,900.00), subject to the adjustments set forth in Articles 5 and 7.

6.1.2 The project shall be invoiced on a monthly basis for the work completed and equipment ordered for the project. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed in (30) days.

Upon execution of this contract, VEREGY will invoice for 7% of the total contract amount, for a total of ONE HUNDRED SIXTY-SEVEN THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS (\$167,363), to meet FEOC compliance. Combined invoices shall not exceed ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000) before June 30, 2027, to comply with CUSTOMER'S FY27 budget. The remaining amount due, EIGHT HUNDRED TWENTY-

THREE THOUSAND FIVE HUNDRED THIRTY-SEVEN DOLLARS (\$823,537) is to be invoiced after July 1, 2027, to comply with CUSTOMER'S FY28 budget, on a monthly basis, until project completion.

6.1.3 The price is based upon laws, codes, and regulations in existence as of the date this Agreement is executed. Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle VEREGY to an equitable adjustment in the price and schedule.

6.1.4 The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.

6.1.5 The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.

6.1.5 If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, VEREGY shall be entitled to add such premium or overtime pay to the Contract Price, plus VEREGY's overhead and profit.

6.1.6 The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests VEREGY to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus VEREGY's overhead and profit, shall be added to the Contract Price.

6.1.7 If, before or during the performance of this Agreement or at any time after the completion of the Project, any tariffs, duties, taxes, levies, fines, or other similar charges (collectively, "Imposed Charges") are enacted, increased, or otherwise assessed due to changes in laws, regulations, or government actions, and such Imposed Charges directly or indirectly increase VEREGY's costs related to the Project, VEREGY reserves the right to recover such additional costs from CUSTOMER. VEREGY shall provide CUSTOMER with written notice of the Imposed Charges. CUSTOMER agrees to reimburse VEREGY for such additional costs within [30] days of receiving notice, which may be invoiced separately or incorporated into the final project reconciliation, if applicable. This Section applies whether the Imposed Charges are incurred directly by VEREGY or through its suppliers, subcontractors, or other third parties and regardless of whether the charges are assessed before, during, or after the completion of the Project.

6.2 Payment

6.2.1 Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to VEREGY the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made net forty-five (45) days of invoice date.

6.2.2 Payments due and unpaid shall bear interest from the date payment is due at the rate of 1 ½% per month, compounded monthly. In the event that CUSTOMER failed to pay VEREGY any sums due, CUSTOMER shall pay VEREGY all attorney's fees incurred by VEREGY in collecting amounts owed to VEREGY under this Agreement. If a progress payment is not paid by the due date, VEREGY reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of VEREGY's costs of shutdown, delay and startup and, in such event, VEREGY will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. VEREGY reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead and profit.

ARTICLE 7

CHANGES IN THE PROJECT

7.1 A Change Order is a written order signed by CUSTOMER and VEREGY authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall

describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.

7.2 CUSTOMER may request VEREGY to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both Parties, if VEREGY submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse VEREGY for any and all costs incurred in preparing the proposal.

7.3 Claims for Concealed or Unknown Conditions

The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by unanticipated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include VEREGY's overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

7.4 If VEREGY wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within fourteen (14) days after the occurrence of the event giving rise to such claim. This notice shall be given by VEREGY before proceeding to execute the Work, except in an emergency endangering life or property, in which case VEREGY shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If CUSTOMER and VEREGY cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.

7.5 Emergencies

In any emergency affecting the safety of persons or property, VEREGY shall act, at its discretion, to prevent threatened damage, injury, or loss. Any increase in the Price or extension of time claimed by VEREGY on account of emergency work shall be determined as provided in Section 7.4.

7.6 Minor Changes

VEREGY shall, without CUSTOMER's approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time. Prior to making any minor changes to the Work, VEREGY shall notify CUSTOMER's representative who shall have the authority to approve or disapprove of the minor change. Should CUSTOMER's representative fail to approve or disapprove of the minor change within five (5) days of said request, then VEREGY may make the minor change.

ARTICLE 8

INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY

8.1 Indemnity

8.1.1 VEREGY agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under VEREGY's negligent actions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.8. Except as otherwise provided herein,

VEREGY's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.

8.1.2 CUSTOMER shall indemnify and hold harmless VEREGY and VEREGY's consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents or employees.

8.1.3 CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and VEREGY and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to VEREGY.

8.2 Contractor's Liability Insurance

8.2.1 VEREGY shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from VEREGY's operations under this Agreement.

8.2.2 The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

8.2.3 VEREGY's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as follows:

(a) **Commercial General Liability**

Combined Single Limit

\$ 1,000,000 Each Occurrence

\$ 2,000,000 Product & Completed Operations

Aggregate

\$ 2,000,000 General Aggregate

Other Than Products & Completed Operations

(b) **Commercial Automobile Liability** Combined Single Limit

\$ 1,000,000 Each Occurrence

8.2.4 VEREGY shall maintain at all times during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed.

8.3. CUSTOMER's Liability Insurance

8.3.1 CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

8.4 Insurance to Protect Project

8.4.1 CUSTOMER shall purchase and maintain all risk full cost replacement property insurance in a form acceptable to VEREGY for the length of time to complete the Project. This insurance shall include as named additional insureds VEREGY and VEREGY's Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship, or material. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any co-insurance penalties or deductibles. If the Work covers an addition to or is adjacent to an existing building, VEREGY and its Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.

8.4.1.1 If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and VEREGY and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of VEREGY and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

8.4.2 CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER and VEREGY against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and VEREGY, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and VEREGY shall be determined by mutual agreement and separate limits of coverage fixed for each item.

8.4.3 CUSTOMER shall provide Certificate(s) of Insurance to VEREGY. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best. VEREGY will be given sixty (60) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

8.5 Property Insurance Loss Adjustment

8.5.1 Any insured loss shall be adjusted with CUSTOMER and VEREGY and made payable to CUSTOMER and VEREGY as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

8.5.2 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the Parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 12.

8.6 Waiver of Subrogation

8.6.1 CUSTOMER and VEREGY waive all rights against each other, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4, except such rights as they may have to the proceeds of such insurance held by CUSTOMER and VEREGY as trustees. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.2 CUSTOMER and VEREGY waive all rights against each other, Architects and Engineers, Subcontractor and Sub-subcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.3 CUSTOMER waives subrogation against VEREGY, Subcontractors and Sub-subcontractors on all property and consequential loss policies carried by CUSTOMER on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

8.6.4 If the policies of insurance referred to in this Paragraph 8.6 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

8.7 Limitation of Liability

8.7.1 In no event shall VEREGY be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. The CUSTOMER waives claims against VEREGY for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons.

ARTICLE 9

TERMINATION OF THE AGREEMENT

9.1 If VEREGY defaults in or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to VEREGY. If VEREGY, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) business days, CUSTOMER may provide a second written notice. If VEREGY has not, within thirty (30) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to VEREGY, but if the expense exceeds the unpaid balance, VEREGY shall pay the difference to CUSTOMER.

9.2 If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, VEREGY may give written notice to CUSTOMER of VEREGY's intention to terminate this Agreement. If, within seven (7) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, VEREGY may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

ARTICLE 10

ASSIGNMENT

10.1 Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be reasonably withheld, except that VEREGY may assign to another party the right to receive payments due under this Agreement. VEREGY may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

11.2 Confidentiality. As used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by VEREGY that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure.

All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

- (a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
- (b) is known to the receiving party at the time of disclosure; or
- (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or
- (d) is approved for release in writing by an authorized representative of the disclosing party.

- (e) disclosure is required pursuant to a court issued subpoena or an Arizona Public Records request. In such event, CUSTOMER shall promptly notify VEREGY of the subpoena and/or records request so that VEREGY may take legal action to protect its CONFIDENTIAL INFORMATION.

The obligation of this Article shall survive any expiration, cancellation, or termination of this Agreement.

11.3 If any provision is held illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.

11.4 Risk of loss for all equipment and materials provided by VEREGY hereunder shall transfer to CUSTOMER upon final acceptance by CUSTOMER and title shall pass upon final acceptance or final payment by CUSTOMER to VEREGY, whichever occurs later.

11.5 Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To VEREGY:
VEREGY
3312 E Broadway Rd, Phoenix, AZ 85040
Attention: Mr. Clayton Boop, Vice President, Operations

To CUSTOMER:
Town of Fountain Hills
16705 E Avenue of the Fountains, Fountain Hills, AZ 85268
Attention: Mrs. Rachael Goodwin, Town Manager

11.6 Waiver. VEREGY's failure to insist upon the performance or fulfillment of any of CUSTOMER's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

11.7 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.

11.8 Performance/Payment Bond. VEREGY shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price prior to commencement of work in a form acceptable to CUSTOMER.

11.9 This bond covers only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings shortfalls are not under any circumstances covered under this bond or an obligation that the surety is responsible for.

11.10 Ambiguities. The Parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

11.11 Headings. The section headings contained herein are intended for convenience and reference only and are not a part of this Agreement.

11.12 Authority to Enter into this Contract. The persons signing the Agreement on behalf of the Parties are authorized to execute and accept contracts of this nature.

11.13 CUSTOMER Representations. To the extent applicable, the CUSTOMER warrants that it has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid, and binding obligation of the CUSTOMER.

11.14 IRA Assistance. VEREGY shall provide administrative and technical support to the Customer for the purpose of applying for and obtaining eligible clean energy tax credits through the Inflation Reduction Act's (IRA) "direct payment" (also known as "elective pay") program. The services will cover the eligible projects set forth in this Agreement.

- 11.14.1 Foreign Entity of Concern (FEOC) Material Assistance Compliance. VEREGY has performed commercially reasonable due diligence to ensure that equipment and materials incorporated into the Project comply with Foreign Entity of Concern (FEOC) requirements, to the extent necessary to preserve eligibility for Investment Tax Credit (ITC) and IRA-related incentives, including the Domestic Content Bonus Credit for domestic solar content with greater than 50% domestic material. VEREGY shall provide documentation of such compliance where required for tax credit qualification.
- 11.14.2 Assessment of Eligibility: VEREGY will review the Customer's planned clean energy projects to confirm eligibility for IRA tax credits under sections 48 (Investment Tax Credit) and other applicable provisions.
- 11.14.3 Registration with the IRS: VEREGY will assist the Customer in completing the mandatory IRS pre-filing registration to obtain a registration number for each clean energy project.
- 11.14.3 Documentation Support: VEREGY will gather and prepare the necessary documentation to support the direct payment claim, which may include project cost data, installation details, and evidence of compliance with prevailing wage and apprenticeship requirements, if applicable.
- 11.14.4 Application Preparation and Filing: VEREGY will assist the Customer in preparing and filing any required forms.
- 11.14.5 Enhancement Analysis: VEREGY will provide an analysis of potential bonus credits related to domestic content, energy communities, or low-income communities, and assist in documenting compliance.
- 11.14.6 No Tax Advice: The Customer acknowledges that VEREGY is not providing tax or legal advice.
- 11.14.7 No Price or Schedule Relief. Any failure, delay, reduction, or loss of tax credits, direct payments, or other incentives (including ITC/IRA benefits) shall not increase or decrease the Price or extend or reduce the Contract Time.
- 11.14.8 Notice and Mitigation. VEREGY shall promptly notify the Customer in writing of any written notice, inquiry, audit, or other communication from the Internal Revenue Service or the U.S. Department of the Treasury that could reasonably be expected to affect the Customer's eligibility for, or the timing or amount of, any such tax credit or direct payment, and shall cooperate with the Customer, at no additional cost to the Customer, in providing reasonable supplemental information and documentation in support of the Customer's position, to the extent such cooperation is within VEREGY's control and does not require VEREGY to provide tax or legal advice.

ARTICLE 12

ARBITRATION

12.1 The Parties agree that any controversy or claim between VEREGY and CUSTOMER arising out of or relating to this Agreement, or the breach thereof, shall be settled by first mediation by the selection of a mediator agreed to by the parties; secondly, if no mediated agreement can be reached by arbitration, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association at a location specified by VEREGY in the State of Arizona.

Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 13

LIMIT OF LIABILITY – FIRE AND/OR SECURITY SYSTEMS

13.1 The Parties agree that VEREGY is not an insurer; that the fire and/or security system and/or Service purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose such system and/or Service from several levels of protection offered by VEREGY; that VEREGY will not be held liable for any loss, whether in tort or contract, which may arise from the failure of the system and/or Service; and that customer will indemnify, defend and save VEREGY harmless from any and all loss, claims, actions, causes of actions or expense, including attorneys' fees, arising from the actual or alleged malfunction or nonfunction of the system and/or service. The Parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

Because it is extremely difficult to assess actual damages arising from the failure of a system and/or service, the Parties agree that if any liability is imposed on VEREGY for damages or personal injury to either customer or any third party, such

liability shall be limited to an aggregate amount not to exceed the value of the system installed. This sum shall be paid either as (i) liquidated damages and not as a penalty, or (ii) a limitation of liability agreed upon by the Parties. No suit or action shall be brought against VEREGY more than two (2) years after the accrual of the cause of action thereof.

ARTICLE 14
SUBSEQUENT PHASES OF WORK

14.1 Additions and modifications to this Agreement may be made upon the mutual agreement of both Parties in writing. The Parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, facility improvement measures and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned and operated by the Customer.

If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Commencement Dates shall apply to each phase or individual project. These projects, modifications, and modifications to the original scope of Work or Services and may be included as addendums to the Master Agreement.

APPROVALS:

The Parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

VEREGY

By _____
Name Mr. Clayton Boop_____
Title Vice President, West Region_____
Date _____

Town of Fountain Hills

By _____
Name Mrs. Rachael Goodwin_____
Title Town Manager_____
Date June 16, 2026_____

Attested To:

By _____
Title Town Clerk_____
Date June 16, 2026_____

ATTACHMENT A

SCOPE OF WORK

Carport Solar PV System

This document outlines the development plan for the construction of carport photovoltaic (PV) systems at two designated sites within the Town of Fountain Hills. The scope of work is based on the design provided by Veregy, as detailed in the attached preliminary site layout and single-line diagram.

1. Town Hall

- Execute geotechnical study, utility locating, title reports, CAD-based site survey, private locating and blue stake services for underground work.
- Obtain approvals from the town on the layout for permitting after the aforementioned due diligence is completed.
- Procure and install photovoltaic equipment, including modules (357) Znshine ZMX7-SHLD144, (3) SMA Tripower X-US [(1) Tripower X 50kW, (2) Tripower X 62.5kW], Light Level DAS monitoring system, all electrical equipment, steel columns, purlins and foundations as determined by engineering and shown in preliminary single line diagrams.
- Procure and install all AC equipment as determined by engineering and shown on final single line diagram, including a 400A/480V fused utility disconnect, 400A/480V non-fused service disconnect, 400A/480V meter socket, 400A/480V combiner panel, and point of interconnection equipment. Utility meter to be furnished and installed by Salt River Project (SRP).
- Project management and site supervision for the duration of construction.
- Furnish and install required AC conduit, cabling, terminations, third party hi-pot testing and special inspections as required by local authority having jurisdiction (Town of Fountain Hills) and SRP.
- Furnish and install all DC wiring and stringing.
- Furnish and install canopy light fixtures, conduit, cabling, terminations, and testing in parking lots to maintain code minimum light levels. Demolition of (3) light poles. Veregy will ensure circuit continuation to other light poles.
- Grounding and labeling of equipment and conduits per NEC and Town of Fountain Hills requirements.
- Verify UL Certification on switchgear after the interconnection, obtain re-certification as directed from SRP and Town of Fountain Hills for line side interconnection.
- Furnish and install 9' minimum clearance parking canopies with wide flange beam post and painted beams. Provide inverter connections to columns and panel connections to purlins.
- Furnish concrete for 16-foot-deep foundations (not to exceed 30-inch diameter) maximum for each column.
- Restore landscaping and irrigation to its original condition, except for tree trimming and removal.
- Trim or removal of (5) trees that have been determined to affect the solar production due to shading.
- Sawcut, removal and off-site haul away of concrete and asphalt as necessary for this scope of work.
- Restripe and replace asphalt, concrete sidewalks or other concrete work within this scope of work.
- Plan for on-site storage and rental equipment. Veregy will work with the town to utilize a central storage location based on availability.
- Provide temporary toilets, dumpsters, and fencing around carport canopy during construction.

2. Community Center

- Execute geotechnical study, utility locating, title reports, CAD-based site survey, private locating and blue stake services for underground work.
- Obtain approvals from the town on the layout for permitting after the aforementioned due diligence is completed.
- Procure and install photovoltaic equipment, including modules (720) Znshine ZMX7-SHLD144, (5) SMA Tripower X-US [(2) Tripower X 70kW], Light Level DAS monitoring system, all electrical

equipment, steel columns, purlins and foundations as determined by engineering and shown in preliminary single line diagrams.

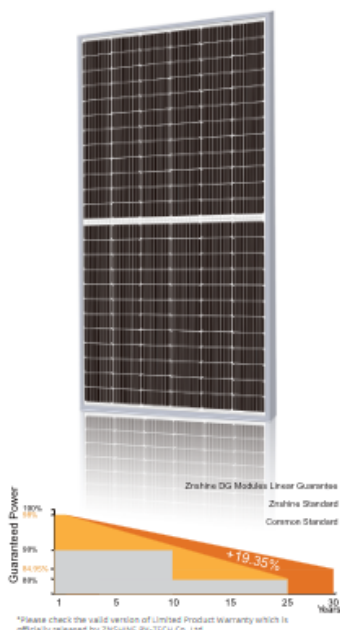
- Procure and install all AC equipment as determined by engineering and shown on final single line diagram, including a 600A/480V fused utility disconnect, 600A/480V non-fused service disconnect, 600A/480V meter socket, 600A/480V combiner panel, and point of interconnection equipment. Utility meter to be furnished and installed by Salt River Project (SRP).
- Project management and site supervision for the duration of construction.
- Furnish and install required AC conduit, cabling, terminations, third party hi-pot testing and special inspections as required by local authority having jurisdiction (Town of Fountain Hills) and SRP.
- Furnish and install all DC wiring and stringing.
- Furnish and install canopy light fixtures, conduit, cabling, terminations, and testing in parking lots to maintain code minimum light levels. Demolition of (6) light poles. Veregy will ensure circuit continuation to other light poles.
- Grounding and labeling of equipment and conduits per NEC and Town of Fountain Hills requirements.
- Verify UL Certification on switchgear after the interconnection, obtain re-certification as directed from SRP and Town of Fountain Hills for line side interconnection.
- Furnish and install 9' minimum clearance parking canopies with wide flange beam post and painted beams. Provide inverter connections to columns and panel connections to purlins.
- Furnish concrete for 16-foot-deep foundations (not to exceed 30-inch diameter) maximum for each column.
- Restore landscaping and irrigation to its original condition, except for tree trimming and removal.
- Trim or removal of (11) trees that have been determined to affect the solar production due to shading.
- Sawcut, removal and off-site haul away of concrete and asphalt as necessary for this scope of work.
- Restripe and replace asphalt, concrete sidewalks or other concrete work within this scope of work.
- Plan for on-site storage and rental equipment. Veregy will work with the town to utilize a central storage location based on availability.
- Provide temporary toilets, dumpsters, and fencing around carport canopy during construction.

Exclusions

- Steel under decking for canopy.
- Prevailing wages.
- All spread footings for foundations.
- All hard dig/drilling (Drilling into water or sand is considered hard dig).
- Any unforeseen site conditions including underground utilities not marked or located by private locate/blue stake.
- Painting of caissons.
- Planting of any new trees or bushes.
- Any switchgear upgrades SRP are required owned by SRP.
- Any PV solar layout changes that need to be made to take into account easement conflicts, if discovered after due diligence is completed.

Section 2 – Component Specifications

- PV Modules: Znshine 555W ZXM7-SHLD144 or equivalent (datasheet attached below).
- String Inverters: SMA TRIPOWER X 70kW/62.5/50kW or equivalent (datasheet attached below).



ZXM7-SHLD144 Series

ZnshinSolar 10BB HALF-CELL

Double Glass Monocrystalline PERC PV Module

530-555W

POWER RANGE

21.48%

MAXIMUM EFFICIENCY

0.45%

YEARLY DEGRADATION

12 12 YEARS PRODUCT WARRANTY

30 30 YEARS OUTPUT GUARANTEE



IEC 61215/IEC 61730/IEC 61701/IEC 62716

ISO 14001: Environmental Management System

ISO 9001: Quality Management System

ISO 45001: Occupational Health and Safety Management System

*As there are different certification requirements in different markets, please contact your local Znshin sales representative for the specific certificates applicable to the products in the region in which the products are to be used.

KEY FEATURES



Excellent Cells Efficiency

MBB technology reduce the distance between busbars and finger grid line which is benefit to power increase.



Better Weak Illumination Response

More power output in weak light condition, such as haze, cloudy, and early morning.



Anti PID

Ensured PID resistance through the quality control of cell manufacturing process and raw materials.



Adapt To Harsh Outdoor Environment

Resistant to harsh environments such as salt, ammonia, sand, high temperature and high humidity environment.



TIER 1

Global, Tier 1 bankable brand, with independently certified advanced automated manufacturing.



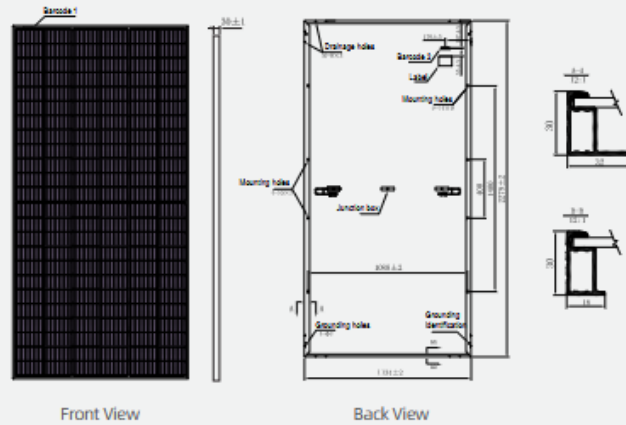
Excellent Quality Management System

Warranted reliability and stringent quality assurances well beyond certified requirements.

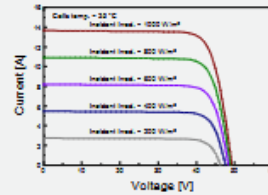
Founded in 1988, ZnshinSolar is a world's leading high-tech PV module manufacturer. With the advanced production lines, the company boasts module capacity of 10 GW. Bloomberg has listed ZnshinSolar as a global Tier 1 PV module maker. Today ZnshinSolar has distributed its sales to more than 60 countries around the globe.

www.znshinSolar.com

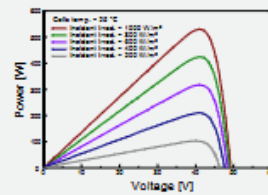
DIMENSIONS OF PV MODULE(mm)



I-V CURVES OF PV MODULE(530W)



P-V CURVES OF PV MODULE(530W)



ELECTRICAL CHARACTERISTICS | STC*

Nominal Power Watt Pmax(W)*	530	535	540	545	550	555	Solar cells	Mono PERC
Maximum Power Voltage Vmp(V)	41.00	41.20	41.40	41.60	41.80	42.00	Cells orientation	144 (6x24)
Maximum Power Current Imp(A)	12.94	13.00	13.05	13.11	13.16	13.22	Module dimension	2279x1134x30 mm (With Frame)
Open Circuit Voltage Voc(V)	49.30	49.50	49.70	49.90	50.10	50.30	Weight	31.5±1.0 kg
Short Circuit Current Isc(A)	13.66	13.72	13.78	13.84	13.90	13.96	Glass	2.0 mm±2.0mm, High Transmission, AR Coated Heat Strengthened Glass
Module Efficiency (%)	20.51	20.70	20.89	21.09	21.28	21.48	Junction box	IP 68, 3 diodes
*The data above is for reference only and the actual data is in accordance with the practical testing							Cables	4 mm², 350 mm (With Connectors)
STC (Standard Test Condition): Irradiance 1000W/m², Module Temperature 25±2°C, AM 1.5							Connectors	MCA-compatible
*Measuring uncertainty: ±3%, all the electrical characteristics such as Power, Im, Vm and Pmax are within ±3% tolerance.							*Please refer to regional datasheet for specified connector	

ELECTRICAL CHARACTERISTICS | NMOT

Maximum Power Pmax(Wp)	396.30	400.00	403.50	407.20	410.80	414.70	NMOT	44°C ±2°C	Maximum system voltage	1500 V DC
Maximum Power Voltage Vmp(V)	38.20	38.30	38.50	38.70	38.90	39.00	Temperature coefficient of Pmax	-0.35%/°C	Operating temperature	-40°C~+85°C
Maximum Power Current Imp(A)	10.39	10.43	10.48	10.52	10.57	10.62	Temperature coefficient of Voc	-0.29%/°C	Maximum series fuse	25 A
Open Circuit Voltage Voc(V)	46.10	46.20	46.40	46.60	46.80	47.00	Temperature coefficient of Isc	0.05%/°C	Front Side Maximum Static Loading	Up to 5400 Pa
Short Circuit Current Isc(A)	11.03	11.08	11.13	11.18	11.23	11.27				
*NMOT: Irradiance 800W/m², Ambient Temperature 20°C, AM 1.5, Wind Speed 1m/s							*Remark: Do not connect Fuse in Combiner Box with two or more strings in parallel connection			
							*Remark: Electrical data in this catalog do not refer to a single module and they are not part of the offer. They only serve for comparison among different module types.			
							*Caution: Please be kindly advised that PV modules should be handled and installed by qualified people who have professional skills and please carefully read the safety and installation instructions before using our PV modules.			

PACKAGING CONFIGURATION*

Piece/Box	36
Piece/Container(40'HQ)	720

*Customized packaging is available upon request.

/ STP 50-US-80 / STP 62-US-80 / STP 70-US-80 / STP 31-US-80 (208V)



preliminary



Sunny Tripower X-US

50 / 62 / 70
31 (208V)

/ Integrated intelligence for
future-proof system design.

powered by
ennexOS



SMA
Smart Connected



UL 3741 LISTED
PV Hazard Control



Rapid Shutdown
CERTIFIED



SMA ShadeFix
string optimization technology

Integrated System Manager

- Monitoring and control for up to 5 inverters
- Remote access with Sunny Portal powered by ennexOS
- SMA Dynamic Power Control

Enhanced safety

- Integrated AC and DC disconnects
- Integrated AC type 2 and DC type 1 + 2 surge protection
- Integrated SunSpec PLC signal for module-level shutdown
- Advanced DC AFCI arc-fault protection

Maximum yields

- Five MPP trackers for flexible array design and maximum power production
- SMA ShadeFix string level optimization
- Integrated I-V curve diagnostics

Smart monitoring, control and service

- SMA Smart Connected proactive monitoring and service solution
- SMA ennexOS cross-sector energy management platform

Sunny Tripower X-US is the new innovative inverter solution for commercial PV systems.

Providing five MPP trackers with SMA ShadeFix string optimization technology for optimal PV array design flexibility and maximum energy yields, the German-engineered Sunny Tripower X-US delivers top-tier performance. SMA's proven integrated rapid shutdown support and reliable DC AFCI arc-fault protection ensure enhanced system safety. And now with the new integrated System Manager, powered by SMA's ennexOS cross-sector energy management platform, Sunny Tripower X-US becomes the centerpiece of the SMA Commercial Energy Solution for comprehensive commercial energy systems now and in the future.

preliminary

Technical data	Sunny Tripower X 50-US	Sunny Tripower X 62-US	Sunny Tripower X 70-US
Input (DC)			
Maximum array power	75000 Wp STC	93750 Wp STC	105000 Wp STC
Maximum system voltage		1000 V	
Rated MPPT voltage range		500 V ... 850 V	
MPPT operating voltage range		200 V ... 1000 V	
Minimum DC voltage / start voltage		200 V / 250 V	
MPPT trackers / strings per MPPT input		5 / 2	
Maximum usable operating input current / Maximum short circuit current per MPPT		40 A / 50 A	
Output (AC)			
Nominal output power	50000 W	62500 W	70000 W
Maximum apparent power	53000 VA	66000 VA	75000 VA
Output phases / line connection		3 / 3(NI)-PE	
Nominal AC voltage		480 V / 277 V WYE	
AC voltage range		244 V ... 305 V	
Maximum output current	64 A	80 A	95.3 A
Rated grid frequency / range		60 Hz / 54 Hz ... 66 Hz	
Power factor at rated power / adjustable displacement		1 / 0.8 leading ... 0.8 lagging	
Harmonics (THD)		< 3 %	
Efficiency			
CEC efficiency	TBD	TBD	TBD
Protection and safety features			
Load rated AC disconnect / Load rated DC disconnect		● / ●	
Ground fault monitoring / grid monitoring		● / ●	
DC reverse polarity protection / AC shortcircuit protection		● / ●	
Allpole sensitive residual-current monitoring unit		●	
DC AFCI arc-fault protection / IV curve diagnostic function		● / ●	
SunSpec PLC signal for rapid shutdown		●	
Surge protection		DC: Type I + II AC: Type II	
Protection class / overvoltage category		I / DC: II AC: III	
General data			
Device dimensions (W/H/D)		670 mm / 640 mm / 270 mm (26.4 in / 25.2 in / 10.6 in)	
Device weight		43 kg (95 lbs)	
Operating temperature range		-25 °C to +60 °C (-13 °F to +140 °F)	
Audible noise emission (full power @ 1m and 25 °C)		55 dB(A)	
Topology / cooling concept		Transformerless / OptiCool (forced convection, variable speed fans)	
Enclosure protection rating		Type 4X (as per UL 50E)	
Corrosive classification		C5	
Maximum permissible relative humidity (non-condensing)		100%	
Additional information			
Mounting		Vertical rack / wall mount to 15" from horizontal	
DC connection / AC connection		Stäubli MC4 / TBD	
LED indicators (status / fault / communication)		●	
Network interfaces: Ethernet / WLAN		● (2 ports) / ●	
Data protocols: SMA Modbus / SunSpec Modbus / Speedwire		● / ● / ●	
Multi-function relay		●	
Digital Inputs / Fast Stop		4 / 2	
ShadeFix technology for string level optimization		●	
Integrated Plant Control / Q on Demand 24/7		● / ●	
SMA Smart Connected (proactive monitoring and service support)		●	
Standard warranty		10 years	
Optional warranty extensions (total warranty coverage cannot exceed 20 years)		+5 years, +10 years	
Certificates and approvals			
Certificates and approvals		UL 1741, UL 62109-1, UL 1699B Ed.1, PV Rapid Shutdown System Equipment in accordance with UL 1741:2021, UL 3741, UL 1998	
FCC compliance		FCC Part 15 Class A	
Grid interconnection standards		UL 1741 SB, IEEE 1547:2018, CA Rule 21, HECO SRD V2.0	
Integrated System Manager			
Maximum number of supported inverters / energy meters		5 / 1	
Maximum system power PV inverters (nominal AC power)		TBD	
Centralized commissioning of all devices in the system		●	
Remote parameterization of SMA devices		via Sunny Portal powered by ennasOS	
SMA Dynamic Power Control (e.g. zero export / VoltVAr)		●	
Type designation	STP 50-US-80	STP 62-US-80	STP 70-US-80

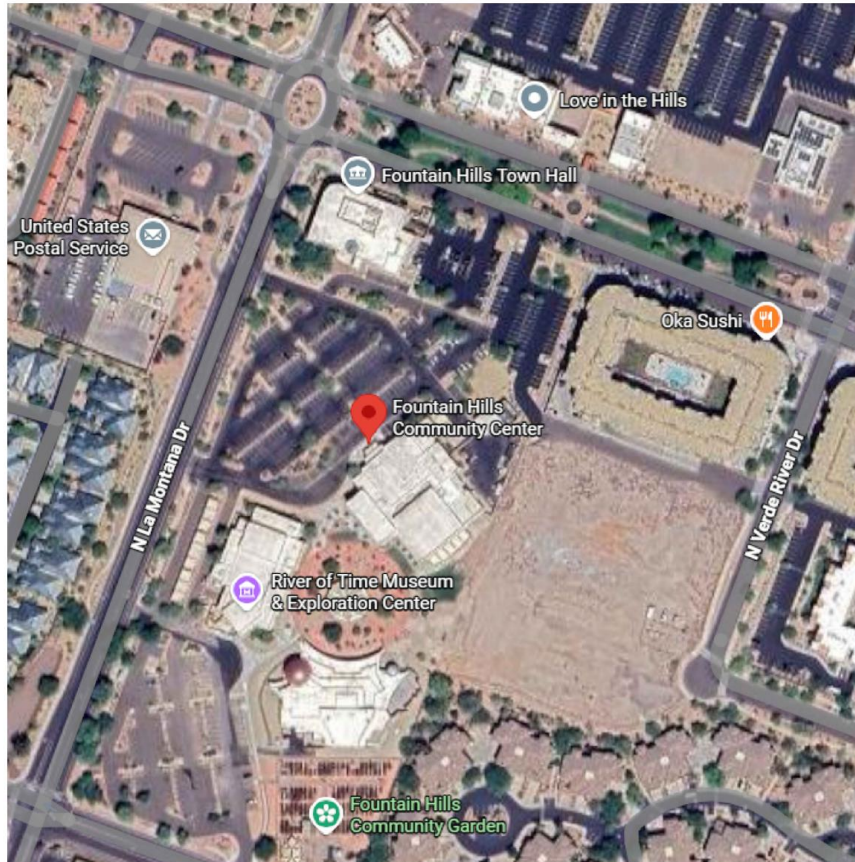
● Standard features ○ Optional — Not available Data in nominal conditions Last revision: 08/2025

Accessories



TOWN OF FOUNTAIN HILLS - TOWN HALL

198.135 kW(DC) / 175 kW(AC) PV SYSTEM DESIGN



16705 E AVENUE FOUNTAIN HILLS, AZ
85268

SYSTEM DESIGN INDEX

DRAWING INDEX	
SHEET NO.	SHEET TITLE
T-1	TITLE SHEET, PROJECT DATA, DRAWING INDEX
G-1	GENERAL NOTE & SYMBOL NOTE
E-1	PV LAYOUT
E-2	BILL OF MATERIAL
E-3	SINGLE LINE DIAGRAM
E-4	INTERCONNECTION
D-1	TECHNICAL DATA SHEETS

ISSUED FOR BID

PREPARED BY:

VEREGY LLC

THIS DRAWING AND CONCEPTUAL DESIGNS THEREON SHALL NOT BE DUPLICATED, USED OR DISCLOSED TO OTHERS FOR PROCUREMENT OR OTHER PURPOSES, EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT, WITHOUT EXPRESS WRITTEN CONSENT OF VEREGY LLC. ALL REPRODUCTIONS SHALL BEAR THIS NOTICE.



VEREGY LLC.
3312 E BROADWAY ROAD PHOENIX
AZ 85040

NOTES:

ALL CONTRACTORS SHALL REFER TO EQUIPMENT SUBMITTAL DATA, ASSOCIATED EQUIPMENT, AND ALL ACCESSORIES TO FURNISH A COMPLETE AND FUNCTIONAL INSTALLATION.

0.0 05/08/26 ISSUED FOR BID
REV. DATE DESCRIPTION

**TOWN OF FOUNTAIN HILLS
TOWN HALL**



16705 E AVENUE FOUNTAIN HILLS, AZ
85268

TITLE SHEET

DRAWING NUMBER: DER/SLD/CFHT/1.0
PROJECT NUMBER: (33) 92-26-027
ISSUED: 19-MAY-2026
DRAWN BY: YKA
CHECKED BY: SS
APPROVED BY: CS
SCALE: AS NOTED
SHEET NO.

T-1
ARCH D
24" X 36"

TOWN OF FOUNTAIN HILLS - TOWN HALL

198.135 kW(DC) / 175 kW(AC) PV SYSTEM DESIGN

GENERAL NOTE

- 1 ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, STATE & LOCAL CODES.
- 2 CONTRACTOR SHALL PROVIDE SUBMITTALS OF ALL MATERIALS REQUIRED TO COMPLETE THE INSTALLATION.
- 3 CONTRACTORS TO PROVIDE "ARC FLASH HAZARD" LABEL AND "UL APPROVAL CODE" LABEL ON EACH LOCATION AS REQUIRED PER UL CODE.
- 4 CONTRACTORS NEED TO SUPPLY THEIR OWN LIFT EQUIPMENT.
- 5 LABELS TO BE ATTACHED BASED ON REQUIREMENTS OF THE INDIVIDUAL EQUIPMENT



GENERAL NOTE

SYMBOL LEGEND

	AC DISCONNECT
	INVERTER (INV-##)
X-#	SHEET #
	CONSTRUCTION NOTES
	EXISTING CABLE ROUTING
	POWER CABLE ROUTING
	COMMUNICATION CABLE ROUTING
	EV CABLE ROUTING
	ELECTRICAL FEED
	SES
	PV COMBINER PANEL
	STRUCTURE POLE
	GENERAL NOTE
	EV CHARGER - AC
	EV CHARGER - DC FAST
	EV CHARGER - PROVISION
	UNDER CANOPY LIGHTING

ISSUED FOR BID

PREPARED BY:

VEREGY LLC

THIS DRAWING AND CONCEPTUAL DESIGNS THEREON SHALL NOT BE DUPLICATED, USED OR DISCLOSED TO OTHERS FOR PROCUREMENT OR OTHER PURPOSES, EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT, WITHOUT EXPRESS WRITTEN CONSENT OF VEREGY LLC. ALL REPRODUCTIONS SHALL BEAR THIS NOTICE.



VEREGY LLC.
3312 E BROADWAY ROAD PHOENIX
AZ 85040

NOTES:

ALL CONTRACTORS SHALL REFER TO EQUIPMENT SUBMITTAL DATA, ASSOCIATED EQUIPMENT, AND ALL ACCESSORIES TO FURNISH A COMPLETE AND FUNCTIONAL INSTALLATION.

0.0	05/08/26	ISSUED FOR BID
REV.	DATE	DESCRIPTION

TOWN OF FOUNTAIN HILLS
TOWN HALL

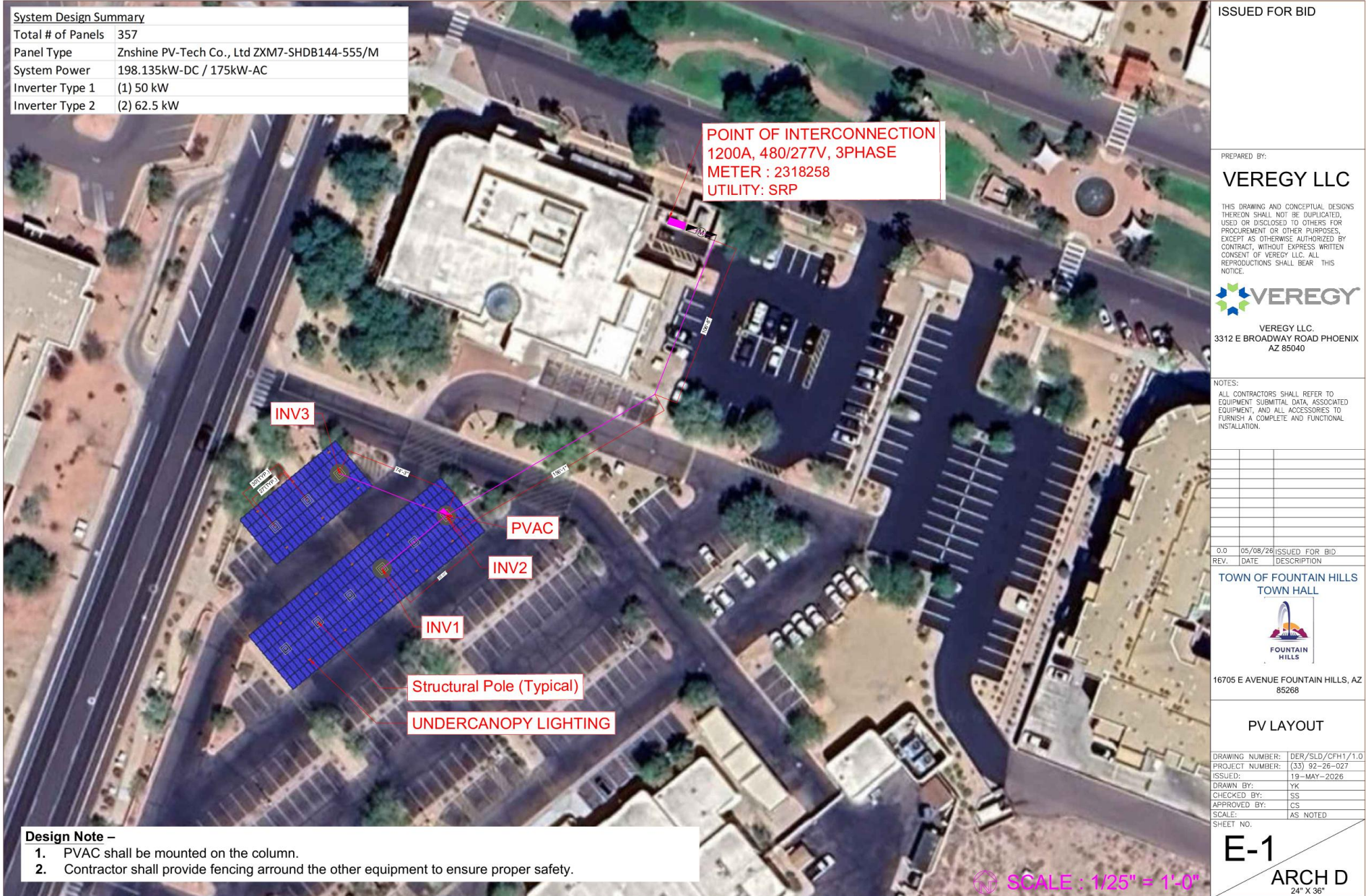


16705 E AVENUE FOUNTAIN HILLS, AZ
85268

GENERAL NOTE &
SYMBOLS NOTE

DRAWING NUMBER:	DER/SLD/CFH1/1.0
PROJECT NUMBER:	(33) 92-26-027
ISSUED:	19-MAY-2026
DRAWN BY:	YK
CHECKED BY:	SS
APPROVED BY:	CS
SCALE:	AS NOTED
SHEET NO.	

G-1
ARCH D
24" X 36"



BILL OF MATERIAL (MAJOR)

ISSUED FOR BID

PREPARED BY:

VEREGY LLC

THIS DRAWING AND CONCEPTUAL DESIGNS THEREON SHALL NOT BE DUPLICATED, USED OR DISCLOSED TO OTHERS FOR PROCUREMENT OR OTHER PURPOSES EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT, WITHOUT EXPRESS WRITTEN CONSENT OF VEREGY LLC. ALL REPRODUCTIONS SHALL BEAR THIS NOTICE.



VEREGY LLC.
3312 E BROADWAY ROAD PHOENIX
AZ 85040

NOTES:

ALL CONTRACTORS SHALL REFER TO EQUIPMENT SUBMITTAL DATA ASSOCIATED EQUIPMENT, AND ALL ACCESSORIES TO FURNISH A COMPLETE AND FUNCTIONAL INSTALLATION.

0.0	05/08/26	ISSUED FOR BID
REV.	DATE	DESCRIPTION

**TOWN OF FOUNTAIN HILLS
TOWN HALL**



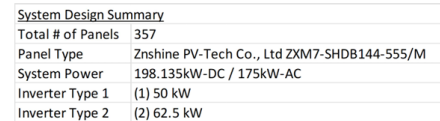
16705 E AVENUE FOUNTAIN HILLS, AZ
85268

BILL OF MATERIAL

DRAWING NUMBER:	DER/SLD/CFH1/1.0
PROJECT NUMBER:	(33) 92-26-027
ISSUED:	19-MAY-2026
DRAWN BY:	YK
CHECKED BY:	SS
APPROVED BY:	CS
SCALE:	AS NOTED
SHEET NO.	

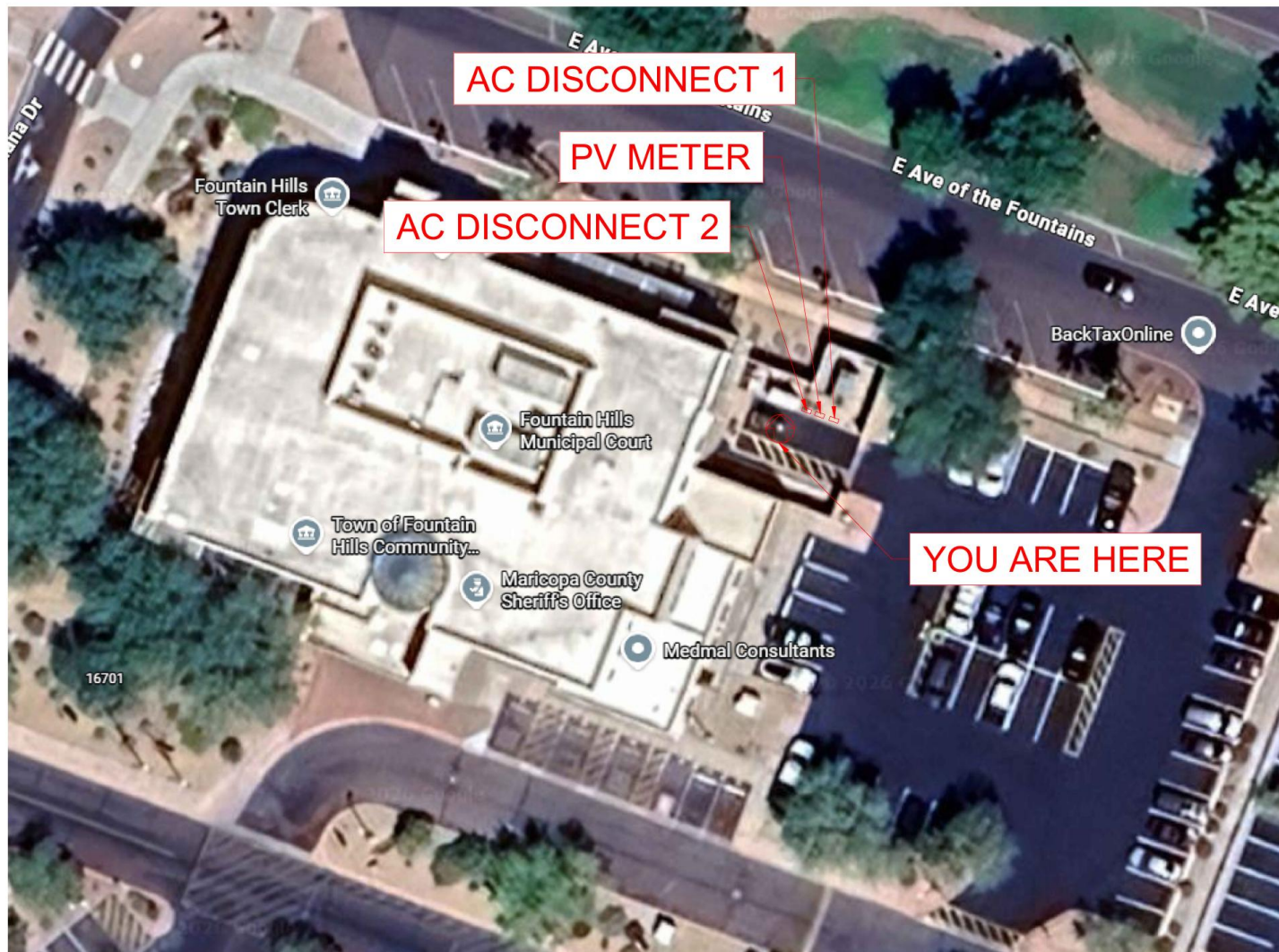
E-2
ARCH D
24" X 36"

QTY	Part Number	Manufacturer	Description	Scope
1			1200A 480/277VAC, 3P, 4W	Existing
357	ZXM7-SHDB144 555	Znshine PV-Tech Co., Ltd	555W, PERC, Bifacial PV Module	Veregy
1	Sunny Tripower X 50-US	SMA	50kW String Inverters	Veregy
2	Sunny Tripower X 62-US	SMA	62.5kW String Inverters	Veregy
1	Light Level	Veregy	DAS Monitoring System	Veregy



E-3
ARCH D
24" X 36"

CONDUIT AND CONDUCTOR SIZING												
Tag	Conduit Tag	Circuit Origin	Circuit Destination	Parallel Conduits	Conduit Size	Conduit Type	Material	Conductor Type	Conductors	Voltage Drop (%)	Conduit Fill %	Circuit Length (ft)
Inv-1	PC001	Inverter (Type 2)	AC Combiner Panel 1	1	1-1/2"	EMT	Aluminum	THWN-2	(3) AWG #1, (1) AWG #6	1.04%	25.5%	139
Inv-2	PC002	Inverter (Type 2)	AC Combiner Panel 1	1	1-1/2"	EMT	Aluminum	THWN-2	(3) AWG #1, (1) AWG #6	0.15%	25.5%	20
Inv-3	PC003	Inverter (Type 1)	AC Combiner Panel 1	1	1-1/4"	SCH. 40 PVC	Aluminum	THWN-2	(3) AWG #2, (1) AWG #6	0.63%	27.4%	85
AC4	PC004	AC Combiner Panel 1	AC Disconnect 1	1	3"	SCH. 40 PVC	Aluminum	THWN-2	(4) 500 kCMIL, (1) AWG #2	1.05%	32.4%	271
AC5	PC005	AC Disconnect 1	PV Meter	1	3"	EMT	Aluminum	THWN-2	(4) 500 kCMIL, (1) AWG #2	0.04%	26.6%	10
AC6	PC006	PV Meter	AC Disconnect 2	1	3"	EMT	Aluminum	THWN-2	(4) 500 kCMIL, (1) AWG #2	0.04%	26.6%	10
AC7	PC007	AC Disconnect 2	Line Side Connection	1	2-1/2"	EMT	Cooper	THWN-2	(4) 300 kCMIL, (1) AWG #2	0.04%	27.6%	10



ISSUED FOR BID

PREPARED BY:

VEREGY LLC

THIS DRAWING AND CONCEPTUAL DESIGNS THEREON SHALL NOT BE DUPLICATED, USED OR DISCLOSED TO OTHERS FOR PROCUREMENT OR OTHER PURPOSES, EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT, WITHOUT EXPRESS WRITTEN CONSENT OF VEREGY LLC. ALL REPRODUCTIONS SHALL BEAR THIS NOTICE.



VEREGY LLC.
3312 E BROADWAY ROAD PHOENIX
AZ 85040

NOTES:

ALL CONTRACTORS SHALL REFER TO EQUIPMENT SUBMITTAL DATA, ASSOCIATED EQUIPMENT, AND ALL ACCESSORIES TO FURNISH A COMPLETE AND FUNCTIONAL INSTALLATION.

0.0	05/08/26	ISSUED FOR BID
REV.	DATE	DESCRIPTION

**TOWN OF FOUNTAIN HILLS
TOWN HALL**



16705 E AVENUE FOUNTAIN HILLS, AZ
85268

INTERCONNECTION

DRAWING NUMBER:	DER/SLD/CFH1/1.0
PROJECT NUMBER:	(33) 92-26-027
ISSUED:	19-MAY-2026
DRAWN BY:	YK
CHECKED BY:	SS
APPROVED BY:	CS
SCALE:	AS NOTED
SHEET NO.	

E-4

ARCH D
24" X 36"

ELEMENT® STYLED-ECO

DIMENSIONS

MOUNTING OPTIONS

PERFORMANCE

BEAM DIAMETER (INCHES) AT 10' DISTANCE			
Beam Angle	Beam Diameter	Beam Spread	Beam Angle
10°	10.0"	10.0"	10°
15°	15.0"	15.0"	15°
20°	20.0"	20.0"	20°
25°	25.0"	25.0"	25°
30°	30.0"	30.0"	30°
35°	35.0"	35.0"	35°
40°	40.0"	40.0"	40°
45°	45.0"	45.0"	45°
50°	50.0"	50.0"	50°
55°	55.0"	55.0"	55°
60°	60.0"	60.0"	60°
65°	65.0"	65.0"	65°
70°	70.0"	70.0"	70°
75°	75.0"	75.0"	75°
80°	80.0"	80.0"	80°
85°	85.0"	85.0"	85°
90°	90.0"	90.0"	90°

Subject to change without notice. All dimensions are approximate. All measurements are taken from the center of the fixture.

2017-01

www.hubbell.com

Hubbell

[illegible]

TOWN OF FOUNTAIN HILLS COMMUNITY CENTER

399.6 kW(DC) / 350 kW(AC) PV SYSTEM DESIGN

ISSUED FOR BID(1.0)

PREPARED BY:

VEREGY LLC

THIS DRAWING AND CONCEPTUAL DESIGNS THEREON SHALL NOT BE REPRODUCED, COPIED, USED OR DISCLOSED TO OTHERS FOR PROCUREMENT OR OTHER PURPOSES, EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT. WITHOUT EXPRESS WRITTEN CONSENT OF VEREGY LLC, ALL REPRODUCTIONS SHALL BEAR THIS NOTICE.



VEREGY LLC
3312 E BROADWAY ROAD PHOENIX
AZ 85040

NOTES:

ALL CONTRACTORS SHALL REFER TO EQUIPMENT SUBMITTAL DATA, ASSOCIATED EQUIPMENTS AND ALL ACCESSORIES TO FURNISH A COMPLETE AND FUNCTIONAL INSTALLATION.

T.O. 05/19/25 ISSUED FOR BID
B.O. 05/19/25 ISSUED FOR REVIEW
REV. DATE DESCRIPTION

TOWN OF FOUNTAIN HILLS
COMMUNITY CENTER



13001 N LA MONTANA DR, FOUNTAIN
HILLS, AZ 85268

TITLE SHEET

DRAWING NUMBER: DEN/2507/PHI/2025
PROJECT NUMBER: [3] 82-26-027
ISSUED: 19-MAY-2026
DRAWN BY: SS
CHECKED BY: YK
APPROVED BY: CS
SCALE: AS NOTED

SHEET NO.

T-1
ARCH D
24" X 36"

SYSTEM DESIGN INDEX

DRAWING INDEX	
SHEET NO.	SHEET TITLE
T-1	TITLE SHEET PROJECT DATA, DRAWING INDEX
G-1	GENERAL NOTE & SYMBOL NOTE
E-1	PV LAYOUT
E-2	BILL OF MATERIAL
E-3	SINGLE LINE DIAGRAM
E-4	INTERCONNECTION
D-1	TECHNICAL DATA SHEETS



13001 N LA MONTANA DR, FOUNTAIN
HILLS, AZ 85268

TOWN OF FOUNTAIN HILLS COMMUNITY CENTER

399.6 kW(DC) / 350 kW(AC) PV SYSTEM DESIGN

GENERAL NOTE

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, STATE & LOCAL CODES.
2. CONTRACTOR SHALL PROVIDE SUBMITTALS OF ALL MATERIALS REQUIRED TO COMPLETE THE INSTALLATION.
3. CONTRACTORS TO PROVIDE "ARC FLASH HAZARD" LABEL AND "UL APPROVAL CODE" LABEL ON EACH LOCATION AS REQUIRED PER UL CODE.
4. CONTRACTORS NEED TO SUPPLY THEIR OWN LIFT EQUIPMENT.
5. LABELS TO BE ATTACHED BASED ON REQUIREMENTS OF THE INDIVIDUAL EQUIPMENT



GENERAL NOTE

SYMBOL LEGEND

- AC DISCONNECT
- INVERTER (INV-#)
- X-# SHEET #
- △ CONSTRUCTION NOTES
- EXISTING CABLE ROUTING
- POWER CABLE ROUTING
- COMMUNICATION CABLE ROUTING
- EV CABLE ROUTING
- ELECTRICAL FEED
- SES
- PV COMBINER PANEL
- STRUCTURE POLE
- GENERAL NOTE
- UNDER CANOPY LIGHTING

ISSUED FOR BID(1.0)

PREPARED BY:
VEREGY LLC

THIS DRAWING AND CONCEPTUAL DESIGN THEREON SHALL NOT BE REPRODUCED, COPIED, USED OR DISCLOSED TO OTHERS FOR PROCUREMENT OR OTHER PURPOSES, EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT, WITHOUT EXPRESS WRITTEN CONSENT OF VEREGY LLC. ALL REPRODUCTIONS SHALL BEAR THIS NOTICE.



NOTES:
ALL CONTRACTORS SHALL REFER TO EQUIPMENT SUBMITTAL DATA, ASSOCIATED EQUIPMENT, AND ALL ACCESSORIES TO FURNISH A COMPLETE AND FUNCTIONAL INSTALLATION.

1.0 05/18/23 ISSUED FOR BID
2.0 05/18/24 ISSUED FOR REVIEW

TOWN OF FOUNTAIN HILLS COMMUNITY CENTER



13001 N LA MONTANA DR, FOUNTAIN HILLS, AZ 85268

GENERAL NOTE & SYMBOLS NOTE

DRAWING NUMBER: DER/SOL/PHI/V1.0
PROJECT NUMBER: 331 02-26-027
ISSUED: 18-MAY-2026
DRAWN BY: SS
CHECKED BY: YK
APPROVED BY: CS
SCALE: AS NOTED
SHEET NO.

G-1
ARCH D
24" X 36"

Design Note –

1. PVAC shall be mounted on Pad.
2. Contractor shall provide fencing around the PVAC and other equipment to ensure proper safety.

System Design Summary

Total # of Panels	720
Panel Type	Znshine ZXM7-SHDB144-555/M
System Power	399.6kW-DC / 350kW-AC
Inverter Type 1	(5) 70 kW

ISSUED FOR BID(1.0)

PREPARED BY:

VEREGY LLC

THIS DRAWING AND CONCEPTUAL DESIGNS THEREON SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO OTHERS FOR PROMOTION OR OTHER PURPOSES, EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT. WITHOUT EXPRESS WRITTEN CONSENT OF VEREGY LLC, ALL REPRODUCTIONS SHALL BEAR THIS NOTICE.



VEREGY LLC
3312 E BROADWAY ROAD PHOENIX
AZ 85040

NOTES:

ALL CONTRACTORS SHALL RETURN TO EQUIPMENT SUBMITTAL DATA ASSOCIATED EQUIPMENT, AND ALL ACCESSORIES TO FURNISH A COMPLETE AND FUNCTIONAL INSTALLATION.

1.0 05/19/24 ISSUED FOR BID
2.0 05/19/24 ISSUED FOR REVIEW
REV. DATE DESCRIPTION

TOWN OF FOUNTAIN HILLS
COMMUNITY CENTER

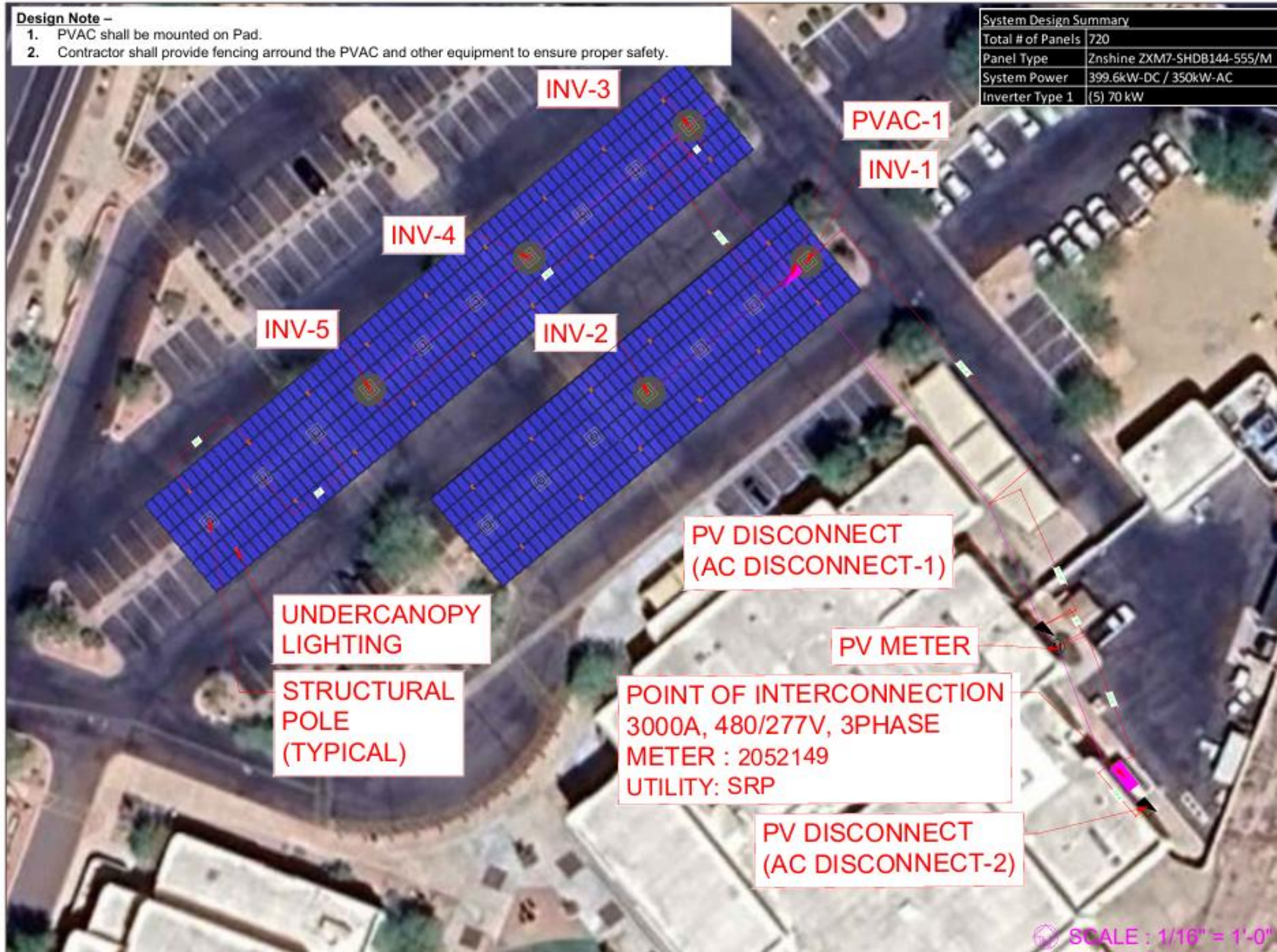


13001 N LA MONTANA DR, FOUNTAIN
HILLS, AZ 85268

PV LAYOUT

DRAWING NUMBER: SER/SLO/2711/VY1.0
PROJECT NUMBER: [3] 82-26-027
ISSUED: 18-MAY-2026
DRAWN BY: SS
CHECKED BY: YK
APPROVED BY: CS
SCALE: AS NOTED
SHEET NO.

E-1
ARCH D
24" X 36"



BILL OF MATERIAL (MAJOR)

Qt	Unit	Part No.	Manufacturer	Description	Scope
1	Nos	--	GE	SES 3000AMP, 277/480VAC, 3P, 4W	Existing
720	Nos	ZNSHine Solar, ZXM7-SH144 555W (555W)	ZNSHINE	555W	Veregy
5	Nos	SUNNY TRIPOWER X-70-US	SMA	70kW String Inverter with 97.5% CEC efficiency and NEMA 4X Enclosure	Veregy
1	Set	Light Level	Veregy	DAS Monitoring System	Veregy

ISSUED FOR BID(1.0)

PREPARED BY:

VEREGY LLC

THIS DRAWING AND CONCEPTUAL DESIGNS THEREON SHALL NOT BE DUPLICATED, USED OR DISCLOSED TO OTHERS FOR PROCUREMENT OR OTHER PURPOSES, EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT, WITHOUT EXPRESS WRITTEN CONSENT OF VEREGY LLC. ALL REPRODUCTIONS SHALL BEAR THIS NOTICE.



VEREGY LLC.
3312 E BROADWAY ROAD PHOENIX
AZ 85040

NOTES:

ALL CONTRACTORS SHALL REFER TO EQUIPMENT SUBMITTAL DATA, ASSOCIATED EQUIPMENT, AND ALL ACCESSORIES TO FURNISH A COMPLETE AND FUNCTIONAL INSTALLATION.

T.O. 05/18/2018 ISSUED FOR BID
D.O. 05/18/2018 ISSUED FOR REVIEW
REV. DATE DESCRIPTION

**TOWN OF FOUNTAIN HILLS
COMMUNITY CENTER**



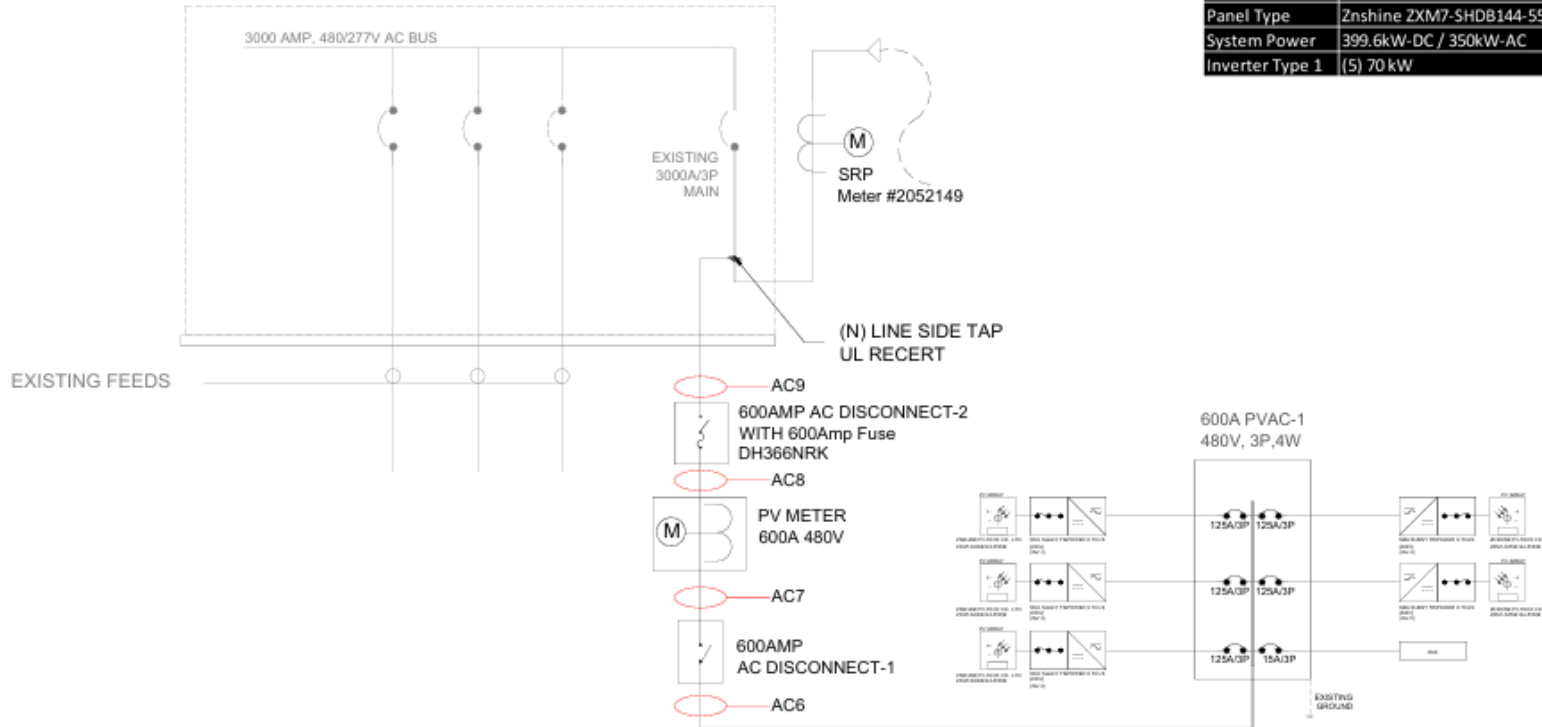
19001 N LA MONTANA DR, FOUNTAIN
HILLS, AZ 85268

BILL OF MATERIAL

DRAWING NUMBER: DER/SO/PHH/V1.0
PROJECT NUMBER: [33] 02-26-027
ISSUED: 18-MAY-2026
DRAWN BY: SS
CHECKED BY: YK
APPROVED BY: CS
SCALE: AS NOTED
SHEET NO.

E-2
ARCH D
24" X 36"

EXISTING SWITCHBOARD
3000A SWITCHBOARD, 480/277VAC, 3PHASE, 4W



System Design Summary

Total # of Panels	720
Panel Type	Znshine ZXM7-SHDB144-555/M
System Power	399.6kW-DC / 350kW-AC
Inverter Type 1	(5) 70 kW

ISSUED FOR BID(1.0)

PREPARED BY:

VEREGY LLC

THIS DRAWING AND CONCEPTUAL DESIGN THEREON SHALL NOT BE REPRODUCED, COPIED, USED OR RELIED ON BY OTHERS FOR PROCUREMENT OR OTHER PURPOSES, EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT, WITHOUT EXPRESS WRITTEN CONSENT OF VEREGY LLC. ALL REPRODUCTIONS SHALL BEAR THIS NOTICE.



VEREGY LLC
3312 E BROADWAY ROAD PHOENIX
AZ 85040

NOTES:

ALL CONTRACTORS SHALL REFER TO EQUIPMENT SUBMITTAL DATA, ASSOCIATED EQUIPMENT, AND ALL ACCESSORIES TO FURNISH A COMPLETE AND FUNCTIONAL INSTALLATION.

1.0	05/18/2018	ISSUED FOR BID
0.0	05/18/2018	ISSUED FOR REVIEW
REV.	DATE	DESCRIPTION

TOWN OF FOUNTAIN HILLS
COMMUNITY CENTER



13001 N LA MONTANA DR, FOUNTAIN
HILLS, AZ 85268

SINGLE LINE DIAGRAM

DRAWING NUMBER:	DEV/SLS/WHI/VY1.0
PROJECT NUMBER:	131_02-26-037
ISSUED:	18-MAY-2026
DRAWN BY:	SS
CHECKED BY:	YK
APPROVED BY:	CS
SCALE:	AS NOTED
SHEET NO.	

E-3
ARCH D
24" X 36"

CONDUIT AND CONDUCTOR SIZING

Tag	Circuit Origin	Circuit Destination	Parallel Conduits	Conduit Size	Conduit Type	Material	Conductor Type	Conductors	Final Voltage Drop (%)	Conduit Fill %	Circuit Length
Inv-1	Inverter (Type 1)	AC Combiner Panel 1	1	1-1/2"	SCH. 40 PVC	Aluminum	THWN-2	(3) AWG #1/0, (1) AWG #4	1.49%	32.2%	15
Inv-2	Inverter (Type 1)	AC Combiner Panel 1	1	1-1/2"	SCH. 40 PVC	Aluminum	THWN-2	(3) AWG #1/0, (1) AWG #4	2.03%	32.2%	90
Inv-3	Inverter (Type 1)	AC Combiner Panel 1	1	1-1/2"	SCH. 40 PVC	Aluminum	THWN-2	(3) AWG #1/0, (1) AWG #4	2.06%	32.2%	95
Inv-4	Inverter (Type 1)	AC Combiner Panel 1	1	2"	SCH. 40 PVC	Aluminum	THWN-2	(3) AWG #2/0, (1) AWG #3	2.26%	23.2%	160
Inv-5	Inverter (Type 1)	AC Combiner Panel 1	1	2"	SCH. 40 PVC	Aluminum	THWN-2	(3) AWG #3/0, (1) AWG #2	2.43%	27.9%	235
AC6	AC Combiner Panel 1	AC Disconnect 1	2	4"	SCH. 40 PVC	Aluminum	THWN-2	(4) 500 kCMIL, (1) AWG #2/0	1.38%	20.4%	240
AC7	AC Disconnect 1	PV Meter	2	3"	EMT	Aluminum	THWN-2	(4) 500 kCMIL, (1) AWG #2/0	0.39%	29.0%	10
AC8	PV Meter	AC Disconnect 2	2	4"	SCH. 40 PVC	Aluminum	THWN-2	(4) 500 kCMIL, (1) AWG #2/0	0.35%	20.4%	75
AC9	AC Disconnect 2	Line Side Connection	2	3"	EMT	Copper	THWN-2	(4) 350 kCMIL, (1) AWG #2/0	0.04%	22.8%	10



FINAL DISCONNECT
AC DISCONNECT 2
600A 480V



ISSUED FOR BID(1.0)

PREPARED BY:

VEREGY LLC

THIS DRAWING AND CONCEPTUAL DESIGN THEREON SHALL NOT BE DUPLICATED, USED OR DISCLOSED TO OTHERS FOR PROCUREMENT OR OTHER PURPOSES EXCEPT AS OTHERWISE AUTHORIZED BY CONTRACT. WITHOUT EXPRESS WRITTEN CONSENT OF VEREGY LLC, ALL REPRODUCTIONS SHALL BEAR THIS NOTICE.



VEREGY LLC
3312 E BROADWAY ROAD PHOENIX
AZ 85040

NOTES:

ALL CONTRACTORS SHALL REFER TO EQUIPMENT SUBMITTAL DATA, ASSOCIATED EQUIPMENT, AND ALL ACCESSORIES TO FURNISH A COMPLETE AND FUNCTIONAL INSTALLATION.

1.0	05/19/2024	ISSUED FOR BID
2.0	05/19/2024	ISSUED FOR REVIEW
REV.	DATE	DESCRIPTION

**TOWN OF FOUNTAIN HILLS
COMMUNITY CENTER**



13001 N LA MONTANA DR, FOUNTAIN
HILLS, AZ 85268

INTERCONNECTION

DRAWING NUMBER:	DER/502/FH/INT.2
PROJECT NUMBER:	131 82-26-027
DESIGN:	18-MAY-2024
DRAWN BY:	CS
CHECKED BY:	YK
APPROVED BY:	CS
SCALE:	AS NOTED
SHEET NO.	

E-4
ARCH D
24" X 36"

© 2012 by John Wiley & Sons, Inc. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, scanning, or otherwise, without prior written permission from John Wiley & Sons, Inc.

100

INSTALLATION SCHEDULE

To be finalized in coordination with the Customer and the VEREGY Project Manager after the execution date of this contract.

ATTACHMENT C

PAYMENT SCHEDULE

1. The following is the payment schedule for the project.

Construction of the Project

The project shall be invoiced on a monthly basis for the work completed and equipment ordered for the project. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed as net forty-five (45) days.

A mobilization fee will be due upon contract execution for 7% of the contract price for a total of One Hundred Sixty-Seven Thousand Three Hundred Sixty-Three Dollars (\$167,363.00).

Combined invoices from VEREGY shall not exceed One Million Four Hundred Thousand Dollars (\$1,400,000.00) between July 1, 2026, and June 30, 2027, to comply with Customer's FY 2026-27 budget.

The balance amount of Eight Hundred Twenty-Three Thousand Five Hundred Thirty-Seven Dollars (\$823,537.00) is to be invoiced by VEREGY after July 1, 2027, to comply with CUSTOMER'S FY2027-28 budget.

Measurement & Verification Fees:

VEREGY will provide monthly energy usage monitoring and annual reporting for the term of this contract. Reporting will begin a year after the completion of construction. Customer agrees to pay the annual Measurement & Verification fee as provided for below with respect to such agreed upon services.

The CUSTOMER may cancel the Measurement and Verification services described herein in any given year prior to the end of term. In the event that CUSTOMER cancels the Measurement and Verification services, then the guarantee, as described in ENERGY GUARANTEE AND SCHEDULE OF SAVINGS, Attachments D & E, shall be agreed to have been achieved for the entire term of the project. CUSTOMER may cancel said services by notifying VEREGY in writing of the same.

YEAR	Annual M & V Fee
1	\$4,455
2	\$4,611
3	\$4,772
4	\$4,939
5	\$5,112
6	\$5,291
7	\$5,476
8	\$5,668
9	\$5,866
10	\$6,072
11	\$6,284
12	\$6,504
13	\$6,732
14	\$6,967
15	\$7,211

ATTACHMENT D
ENERGY GUARANTEE

1. DEFINITIONS

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

"Baseline Period" is the period of time which defines the Baseline Usage and is representative of the facilities' operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

"Baseline Usage or Demand" the calculated or measured energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate date, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

"Energy and Operational Cost avoidance Guarantee Practices" are those practices identified in Attachment E, intended to achieve avoided costs in energy and/or operating expenses.

"Energy Costs" may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

"ECM" the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A.

"Facilities" shall mean those buildings where the energy and operational cost savings will be realized.

"F.E.M.P." shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-10096-248, February 1996, or later versions). The F.E.M.P. guidelines classify measurement and verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. guidelines are based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.) and was written to be fully consistent with it. It is intended to be used by Federal procurement teams consisting of contracting and technical specialists. The focus of F.E.M.P. guidelines is on choosing the M&V option and method most appropriate for specific projects.

"Financing Document" refers to that document executed between CUSTOMER and a third-party financing entity providing for payments from CUSTOMER third-party financing entity.

"Final Project Acceptance" refers to the CUSTOMER acceptance of the installation of the ECMs as described in Attachment A.

"First Guarantee Year" is defined as the period beginning on the first (1st) day of the month following the date of Final Retrofit Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

"Guarantee Year" is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.

"Guaranteed Savings" is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the Work incurred by CUSTOMER in each Guarantee Year (as identified in Section 3.1 hereof).

"I.P.M.V.P." International Performance Measurement and Verification Protocol (July 1997, or later version) provides an overview of current best practice techniques available for measurement and verification of performance contracts. This document is the basis for the F.E.M.P. protocol and is fully consistent with it. The techniques are classified as Option A, Option B, Option C, and Option D.

"Measurement and Verification Plan" (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

"Operational Costs" shall include the cost of operating and maintaining the facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

"Option A" is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual performance can be stipulated based on the results of the "potential to perform and generate savings" verification and engineering calculations. Option A involves procedures for verifying that:

- Baseline conditions have been properly defined; and
- The equipment and/or systems that were contracted to be installed have been installed; and
- The installed equipment components or systems meet the specifications of the contract in terms of quantity, quality, and rating; and
- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests; and
- The installed equipment components or systems *continue, during the term of the contract*, to meet the specifications of the contract in terms of quantity, quality and rating, and operation and functional performance.

"Option B" is for projects in which the potential to perform and generate Savings needs to be verified; and actual performance during the term of the contract needs to be measured (verified). Option B involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve engineering calculations with metering and monitoring.

"Option C" is also for projects in which the potential to perform needs to be verified and actual performance during the term of the contract needs to be verified. Option C involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve utility whole building meter analysis and/or computer simulation calibrated with utility billing data.

"Option D" is a verification technique where calibrated simulations of the baseline energy use and/or calibrated simulations of the post-installation energy consumption are used to measure Savings for the Energy Conservation Measures. Option D can involve measurements of energy use both before and after the Retrofit for specific equipment or energy end use as needed to calibrate the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated hourly simulation models of whole-building energy use, or equipment sub-systems in the baseline mode and in the post-installation mode and comparing the simulated annual differences for either an average year or for conditions that correspond to the specific year during either the baseline or post-installation period.

"Retrofit" is the work provided by VEREGY as defined by the "ECMs".

"Savings" is defined as avoided, defrayed, or reallocated costs.

"Term" shall have the meaning as defined in Section 2 hereof.

"Total Guarantee Year Savings" is defined as the summation of avoided Energy and Operational Costs realized by facilities in each Guarantee Year as a result of the Retrofit provided by VEREGY as well as Excess Savings, if any, carried forward from previous years.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee Period shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this agreement and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is defined in Section 1 of Attachment E.

2.2 Guarantee Termination. Should this Agreement be terminated in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

3.1 Guaranteed Savings. VEREGY guarantees to CUSTOMER that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all ECMs over the Term of the contract as defined in Section 1 of Attachment E. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement. Notwithstanding any other provision of this Agreement required savings reconciliation or verification, the Total Guarantee Year Savings in each Guarantee Year are stipulated and agreed to by both Parties to this Agreement to equal the Energy Costs and Operational Cost Avoidance amounts set forth in Attachment E (Schedule of Savings).

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of VEREGY's efforts that result in no additional costs to CUSTOMER beyond the costs identified in this Agreement will be included in the guarantee savings reconciliation report for the applicable Guarantee Years(s).

3.1.2 Savings Prior to Final Retrofit Acceptance. All energy and operational cost avoidance realized by CUSTOMER that result from activities undertaken by VEREGY prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed Energy Conservation Measures provided by VEREGY, will be applied toward the Guaranteed Savings for the First Guarantee Year.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Retrofit and Support Costs for such Guarantee Year or the amount identified in Section 1 of Attachment E hereto.

3.1.4 OMITTED

3.1.5 Savings Shortfalls. In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Guaranteed Savings required for that Guarantee Year, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section 3.1.4. VEREGY shall, upon receipt of written demand from CUSTOMER, compensate CUSTOMER the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) days. Resulting compensation shall be VEREGY's sole liability for any short fall in the Guaranteed Savings.

3.2 Savings Reconciliation Documentation. VEREGY will provide CUSTOMER with a guaranteed savings reconciliation report after the first Guarantee Year. CUSTOMER will assist VEREGY in generating the savings reconciliation report by providing VEREGY with copies of all bills pertaining to Energy Costs within two (2) weeks following the CUSTOMER's receipt thereof, together with access to relevant records relating to such Energy Costs. CUSTOMER will also assist VEREGY by permitting access to any maintenance records, drawings, or other data deemed necessary by VEREGY to generate the said report. Data and calculations utilized by VEREGY in the preparation of its guarantee cost savings reconciliation report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

3.2.1 Acceptance of Guarantee Reconciliation. At the end of each Guarantee Year the CUSTOMER will have forty-five (45) days to review the guaranteed savings reconciliation report and provide written notice to VEREGY of non-acceptance of the Guarantee Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the guaranteed savings reconciliation report will deem it accepted by CUSTOMER..

3.2.2 Guarantee Savings Reconciliation. Guarantee Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in Attachment E and/or additional methodologies defined by VEREGY that may be negotiated with CUSTOMER at any time.

For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.E.M.P. Option C.

Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the adjusted Baseline Period energy usage for the Facilities through the use of energy accounting software. The difference between the adjusted Baseline

Period energy usage and the Guarantee Year energy usage will be multiplied by the applicable energy rate as defined in Attachment E, to calculate the Energy Cost avoidance. Energy Cost avoidance may also include, but are not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the VEREGY involvement. A Baseline Period will be specified (Section 1 of Attachment E) for the purpose of utility bill analysis.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Options A and/or B:

For each ECM, VEREGY will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit measured energy consumption
3. Post-retrofit measured demand and time-of-use
4. Post-retrofit energy and demand charges
5. Sampling plan
6. Stipulated Values

The value of the energy savings will be derived from the measured data and engineering formulae included herein, and the applicable energy charges during each Guarantee Year. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand, or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy, or pressure.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Option D:

For each Energy Conservation measure, VEREGY will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit model of energy consumption or demand
3. Post-retrofit measured energy consumption
4. Post-retrofit measured demand and time-of-use
5. Post-retrofit energy and demand charges
6. Sampling Plan
7. Stipulated values

The value of the energy savings will be derived from a calibrated simulation of either the whole building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail as needed one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.

3.3 Operational Cost Avoidance. The agreed-upon Operational Cost Avoidance as described in Attachment E (Schedule of Savings) will be deemed realized and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement. These Savings are representative of information provided by the CUSTOMER consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that the CUSTOMER is wholly responsible for assuring that these budgeted Operational Costs are accurate and achievable.

3.4 Base Year Adjustments. Baseline Period shall be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment; changes in the Facilities; changes in Energy and Operational Cost Avoidance Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.

3.4.1 Facility Operational Changes. Except in the case of emergencies CUSTOMER agrees it will not, without the consent of an Authorized Representative of VEREGY: make any significant deviations from the applicable Energy and Operational Cost Avoidance Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute

a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

3.4.2 Hours and Practices. To achieve these energy savings, VEREGY and CUSTOMER agree upon the operating practices listed in Attachment E.

3.4.3 Activities and Events Adversely Impacting Savings. CUSTOMER shall promptly notify VEREGY of any activities known to CUSTOMER which adversely impact: VEREGY's ability to realize the Guaranteed Savings and VEREGY shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond VEREGY's reasonable control.

3.5 Guarantee Adjustment. VEREGY's Guaranteed Savings obligations under this Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment E; (2) no alterations or additions being made by CUSTOMER to any of the Covered systems and Equipment without prior notice to an agreement by VEREGY; (3) CUSTOMER sending all current utility bills to VEREGY within two (2) weeks after receipt by CUSTOMER, if CUSTOMER fails to provide current utility bills for a period of time in excess of six (6) months VEREGY may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) VEREGY's ability to render services not being impaired by circumstances beyond its control. To the extent CUSTOMER defaults in or fails to perform fully any of its obligations under this Agreement, VEREGY may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless VEREGY has first provided CUSTOMER with written notice of CUSTOMER's default(s) or failure(s) to perform and CUSTOMER has failed to cure its default(s) to perform within thirty (30) days after the date of such notice.

The bond provided for the construction of the project only covers the performance of materials and workmanship for the completion of said construction work, not the energy guarantee.

ATTACHMENT E

SCHEDULE OF SAVINGS

Savings Summary

The total Avoided Energy, Operational and Related Capital Expenditure Costs over the Term of the Agreement are \$2,560,533 as defined by the following:

- Annual Avoided Energy Costs are not less than \$81,691 as listed in 3.
- Annual Avoided Operational Costs (IRA payment) are not less than \$956,360 as listed in 3.
- Annual Avoided Related Capital Expenditure Costs are \$0 as listed in 3.

GUARANTEED ENERGY SAVINGS (\$)			OPERATIONAL SAVINGS (\$)	
YEAR			YEAR	
1	\$81,691		1	\$0
2	\$83,660		2	\$0
3	\$86,944		3	\$956,360
4	\$90,357		4	\$0
5	\$93,904		5	\$0
6	\$97,590		6	\$0
7	\$101,420		7	\$0
8	\$105,401		8	\$0
9	\$109,538		9	\$0
10	\$113,838		10	\$0
11	\$118,307		11	\$0
12	\$122,950		12	\$0
13	\$127,776		13	\$0
14	\$132,792		14	\$0
15	\$138,004		15	\$0
TOTAL SAVINGS	\$1,604,173		TOTAL SAVINGS	\$956,360

The Term of this Agreement is for 15 years from the first (1st) day of the month following the date of Final Project Acceptance of the Work.

2. Energy Rates and Costs

2.1 Energy Rates. Actual Energy Rates are determined by reviewing current Energy Costs per unit of energy. VEREGY may escalate rates at an average of 4.5% annually or use the actual rates, whichever is greater, to determine total Avoided Energy Costs over the Term of this Agreement. The rates used for this Agreement are detailed in the table below.

Energy Rates

Property Name	Electric
	Solar Rate (\$/kWh)
FOUNTAIN HILLS TOWN HALL	\$0.080
FOUNTAIN HILLS COMMUNITY CENTER	\$0.084

2.2 Baseline Period Energy Use and Costs. The Baseline Period is defined as 2/1/25 to 2/1/26. The Baseline Period Energy Use and Costs for the Facilities are:

#	Site Name	Total Sq. Ft.	\$ /SF	Electricity				Grand Totals	EUI
				Site Usage (kWh)	Max Demand (kW)	Average Demand (kW)	Total Cost (\$)	\$	kBTU/ft ²
1	FOUNTAIN HILLS TOWN HALL	31,706	\$ 1.68	435,479	180	87	\$ 53,247	\$ 53,247	46.86
2	FOUNTAIN HILLS COMMUNITY CENTER	41,700	\$ 2.88	977,083	372	188	\$ 119,982	\$ 119,982	79.95
Totals		102,695	\$ 1.96	1,622,308	639	323	\$ 201,080	\$ 201,080	53.90

Only electricity costs were included in the analysis above.

3. Guaranteed Savings

VEREGY guarantees to CUSTOMER that the identified Facilities will realize the total Guaranteed Savings through the combined value of all ECMs over the Term of the Agreement. The total Guaranteed Savings in each Guarantee Year is verified as specified in this Agreement, and this verification method is agreed to by VEREGY and CUSTOMER. Avoided Operational and Future Costs as given below are calculated values based on industry standard information and information provided by CUSTOMER and are agreed to values. No verification of Operational and Future Cost Savings is performed.

Energy Conservation Measures Savings Guarantee Table

Facility	ECM #	ECM Description	Energy Savings (Guaranteed)				Avoided Energy Costs \$					Guarantee	
			kW	kWh	Gas	Water	kW \$	kWh \$	Gas \$	Water \$	Total Projected Energy Costs Savings \$	% Guarantee	Total Guaranteed Energy Costs Savings \$
Town Hall & Community Center	1	PV Solar		992,266							\$85,991	95	\$81,691
Total				992,266							\$85,991	95	\$81,691

VEREGY and CUSTOMER agree that the total Avoided Energy Costs for each ECM over the term of the Agreement will be based on an escalation factor for the costs of utilities as given in 2.1.

Avoided Operational Cost Savings. Operational Savings are based on the concepts given in the table below. The operational cost savings identified below are deemed satisfied upon Agreement execution. Avoided future cost savings are determined by the cost to implement this project over the term of the project.

Operational Savings Methodology Table

Facility	ECM #	ECM Description	Operational Savings Concept	Operational Savings \$
Town Hall & Community Center	1	PV Solar	IRA Payment	\$956,360
Total				\$956,360

Related Capital Expenditures. Related capital expenditures have been calculated as follows, subject to such amendments and adjustments as are made upon the execution of GUARANTEED ENERGY SERVICES AGREEMENT:

N/A

4. **Reporting.** VEREGY will provide CUSTOMER with a Guaranteed Savings Reconciliation Report(s) according to the schedule below. CUSTOMER will assist VEREGY in generating the savings reconciliation report by providing VEREGY with all information requested as identified in Section 3.2 of Attachment D. Data and calculations utilized by VEREGY in the preparation of its Guaranteed Savings Reconciliation Report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

Guaranteed Savings Reconciliation Report Schedule

	Report Delivered	Savings Represented
Report 1	90 days following end of Guarantee Year	Year 1 Savings
Subsequent Reporting Years	90 days following end of Guarantee Year	Subsequent Year Savings

The fees associated with the Guaranteed Savings Reconciliation Report are given in Attachment C.

5. **Savings Measurement & Verification Plan**

VEREGY will verify the savings using the methodologies given in the table below. Calculation” means the savings have been calculated and agreed to by CUSTOMER and VEREGY. “Measurement” requires measurements to determine the actual retrofit performance. In the “Measurement” cases, the measured parameters, time of measurement and quantity of equipment to be measured are identified. The actual operation of the Facility is the responsibility of CUSTOMER. This includes properly maintaining the equipment, the future hours of operation based on a change in mission, or capacity and variations in weather or unit energy costs.

After review of the measurement and verification protocol options, CUSTOMER and VEREGY have agreed that measurements noted in this attachment meet CUSTOMER’S needs for verification of Energy Savings.

Measurement and Verification Methodology for Energy Conservation Measures

Facility	ECM #	ECM Description	IPMVP Option	Measurement and Verification Procedures		
				Method	Measured Parameter	Measurement Interval
Town Hall & Community Center	1	PV Solar	B	Measurement	Electricity Production in kWh	On-going Throughout Guarantee

The following describes the Measurement and Verification procedures, formulas, and estimated values which may be used in the calculation of the Energy Savings. 95% of calculated savings that are guaranteed are given in the Energy Conservation Measures Savings Guarantee Table.

Solar savings are determined by using the anticipated kWh production based on a Helioscope & Energy Toolbase model. Veregy does include a 2% for the first year and a 0.55% solar module degradation per subsequent year as stated by the manufacturer. Dollar savings are calculated by determining the current kWh rate paid in the last baseline period and multiplying by the kWh generated.

Solar Production = kWh * 0.002 to account for module degradation & kWh * 0.0055 to account for module degradation

M&V Plan

Guaranteed Energy Production

Commencing on the Commercial Operation Date of the System, Veregy warrants that the System will have a weather-adjusted annual electricity output identified in the Production Summary table below. Weather-adjustment means the irradiance measured by the System’s weather stations relative to the predicted annual irradiance of a system by the US Department of Energy’s NREL

Version 1 PV Watts. Specifically, GHI and POA, which are used to measure irradiance, have baseline values that can be found in the table below. System production may also be adjusted based on disruption to system beyond Veregy control.

Town Hall

Month	GHI (kWh/m ²)	POA (kWh/m ²)
January	108.2	127.0
February	118.1	133.3
March	166.4	178.2
April	198.5	205.3
May	244.4	245.9
June	254.2	252.2
July	226.3	226.4
August	205.3	209.6
September	178.6	190.3
October	142.4	157.7
November	114.0	132.8
December	101.2	121.3

Community Center

Month	GHI (kWh/m ²)	POA (kWh/m ²)
January	108.2	127.0
February	118.1	133.3
March	166.4	178.2
April	198.5	205.3
May	244.4	245.9
June	254.2	252.2
July	226.3	226.4
August	205.3	209.6
September	178.6	190.3
October	142.4	157.7
November	114.0	132.8
December	101.2	121.3

Overview of Measurement & Verification Plan

The savings for this ECM are verified annually per the M&V option as identified above.

Savings Verification Methodology

Solar savings are determined by using the anticipated kWh production based on a Helioscope & Energy Toolbase model. Veregy does include a 2% for the first year and a 0.55% solar module degradation per subsequent year as stated by the manufacturer. Dollar savings are calculated by determining the current solar kWh rate paid in the last baseline period and multiplying by the kWh generated.

Baseline M&V Activities

Baseline analysis and site observations were used for establishing the baseline energy use. Software modelling was performed to calculate solar generation.

Post-Installation Measurement & Verification Activities

Submetered kWh data will be collected to verify solar generation prior to installation and integration.

Any changes to building schedules, occupancy hours, and solar system setup are the responsibility of the Customer and may result in a baseline adjustment for the calculation of verified savings. Veregy will note these changes when found and inform the Customer.

Energy savings shown in the annual report will be based on the results documented in the post-installation report. Any modification of the equipment, or changes from its intended function are the responsibility of the Customer.

Production Summary

Year	Production
1	992,266
2	972,421
3	967,073
4	961,754
5	956,464
6	951,204
7	945,972
8	940,769
9	935,595
10	930,449
11	925,332
12	920,242
13	915,181
14	910,148
15	905,142

Ongoing Measurement and Verification Services:

Monitoring of PV Solar Production: Veregy will provide monthly energy usage monitoring and annual reporting for the term of this contract. Reporting will begin a year after the completion of construction. The CUSTOMER shall pay VEREGY for annual Measurement and Verification services, payable at the time reporting is delivered as defined in ATTACHMENT C.

ATTACHMENT F

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name _____ Town of Fountain Hills Energy Services Performance Contract Solar _____

Agreement Effective Date: _____ June 16, 2026 _____

Scope-of-Work (SOW) Item/Energy Conservation Measure (ECM): _____

To: VEREGY

Reference is made to the above listed Agreement between the undersigned and VEREGY and to the Scope of Work as defined in Attachment A herein. In connection therewith, we confirm to you the following:

1. The Scope of Work (SOW) Item/ Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Owner's Representative as being substantially complete, including all punch list items generated during the Project Acceptance Procedure.
2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Attachment C, The Payment Schedule.

Owner Name: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)