

# PROPOSAL

for



03/05/2025

**Felix Solar Project**

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## 1. ABOUT BLATTNER ENERGY, LLC.

For more than a century, the Blattner Family of Companies has powered collaborative construction solutions to industry leaders across North America. Today, Blattner Energy, a Quanta Services company, is a leading, diversified renewable energy service provider delivering expertise and collaborative energy solutions throughout the country. Blattner provides complete engineering, procurement, and construction services for utility-scale wind, solar, energy storage and power delivery projects.



Blattner's solar project portfolio includes more than 50 projects generating over 4,000 MW<sub>dc</sub>. Blattner has installed concentrated photovoltaic (CPV) systems and photovoltaic (PV) systems (monocrystalline, polycrystalline, and thin film) mounted on fixed-axis, single-axis, and dual-axis tracking systems. Blattner also managed the construction of one of the largest concentrated solar plants (CSP) in the United States, including overall management of material coordination, engineering, and construction. But, that isn't what sets us apart. Others do the same work, but none deliver the same experience.

Blattner parallels AES's values to provide excellence in energy products and service. Our teams exceed expectations by delivering collaborative construction solutions that go beyond a finished project. AES deserves exceptional service and we'll make sure it's delivered every step of the way.

We are committed to client satisfaction with our collaborative approach. We strive to create long-term, mutually beneficial relationships with our clients, subcontractors, suppliers and the communities where we live and work. Blattner will carry out this model on the Felix Solar project and with the AES team.

**"The big thing is: they do what they say they will do."**

*Third-party administered project completion survey quote from a client.*

Blattner's collaborative approach will provide quantitative and qualitative value to . We are able to work with you and develop win-win scenarios when it comes to adding value throughout the lifecycle of the projects. Blattner provides value throughout all stages of a project lifecycle, such as, schedule certainty by means of our active project management and systematic processes and metrics or finding solutions because our teams adapt and bring solutions to the table. As a result, we experience fewer problems and delays, and you are able to seize more opportunities along the way.

## **2. PROJECT PRICING AND VALUE**

Blattner prides itself on providing price stability to our clients, as well as an economical and technically viable solution. One way we have already begun this process for AES is with the utilization of our comprehensive library of historical project data within our bid. Our library of data contains statistics and lessons learned detailed out by project location, environment elements, regulations and permitting, technical project requirements and specifications, to identify a few, which we have been gathering for over a century. This advantage allows us to better analyze a project and accurately predict pricing without always having to file change orders during the construction stage of a project. This is another reason why clients of ours repeatedly do business with us, and something that we hear repeatedly in our third-party administered client surveys. We hold ourselves responsible for the scope of work and don't go looking for reasons to develop a change order. Blattner has put together our pricing information for Felix Solar.

## **3. PRICING DATA AND SCOPE OF WORK UNDERSTANDING**

To provide complete confidence in our pricing, we have highlighted areas of our proposal that Blattner would like to provide additional insight on. This includes where we have determined work activities and/or quantities to be excluded from pricing, and where we had to make assumptions on the scope of work to best supply an accurate price to for the RFP.

To clearly define how we priced this project and provide a comprehensive look at the project, below are the highlighted areas that are categorized by work type that we have made on the project pricing. A more detailed look at the construction activities is included in the project execution section of this proposal.

### **3.1. COMMERCIAL CLARIFICATIONS**

- Pricing is contingent upon building the project per the schedule submitted. Pricing may have to be adjusted if the schedule changes from our current plan.
- Pricing is based on Owner providing solar modules. Blattner will provide remaining engineering, procurement, and construction of PV Array. Pricing will have to be re-evaluated if any of these components/services are provided by Others.
- Pricing is based on LNTP, NTP, dates and amounts issued to Blattner on or before necessary dates for Blattner to maintain a cash neutral position. If any dates are not met, cost and/or day for day schedule relief will be given to Blattner Energy.
- Any delays caused by any Owner provided zoning/CUP/permits will result in cost and/or day for day schedule relief.
- Blattner has assumed utilizing a separated contract for the Felix Solar project. Applicable materials will be procured as tax exempt. Remaining materials have included sales tax at 6.755%.
- Pricing is based on a project retainage amount of 10%.
- Pricing is based on a receiving a 15% down payment at time of NTP. Down payment shall be NET 5.
- Pricing based on the project progress payments Being NET 30.

- Pricing based on Blattner staying cash positive/neutral throughout the project.
- Our pricing is based on Owner provided 30% drawings. Pricing and schedule may need to be adjusted if this layout changes. Final site constraints inclusive of wetland delineations, property boundaries, applicable offsets, etc. will need to be provided at the start of detailed engineering.
- Pricing is based on the laws in effect as of today and Blattner has excluded the risk of any “change in law” or similar action by a governmental authority that could impact Blattner’s pricing such as changes to import fees, tariffs, trade remedies, duties, and taxes. In addition, Blattner’s pricing is based on today’s market rates for steel, aluminum, and copper and Blattner has excluded the risk of fluctuations in these market rates. Blattner continues to monitor potential governmental actions and market rates. In the event Blattner believes its pricing will be impacted by any change in law or market rates change, Blattner will notify Owner and will work with Owner to find cost effective solutions to try to mitigate impacts.
- Blattner has bid this project using Texas labor rates/prevaling wage with utilizing carpenters for the associated tasks however Blattner has not accounted for any collective bargaining agreements if any are previously in place.
- Contractor shall not be liable for any lost tax credits, exemptions or similar tax benefits associated with the Project or Contractor's Work.
- Contractor and any of its respective successors or assigns, or the respective shareholders, members, partners, assigns, directors, officers, agents or employees or representatives of such, shall not be liable to Owner whether as a result of breach of contract, guarantee, tort, including negligence, strict liability or otherwise, for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, cost of capital, loss of goodwill, lost tax credits (including lost IRA tax credits and The Qualified Energy Project Tax Exemption credits), lost tax exemptions, lost revenues or loss of profit (including lost revenues or lost profits associated with Local Spending Requirements), and Owner hereby releases Contractor from any such liability.
- Material pricing is based on current quotes received from suppliers. Material pricing is subject to change based on terms and conditions of each supplier’s quote.
- Our pricing assumes we will not pay any sales tax on the following items with tax exemptions in the state of Texas for a renewable project:
  - CAB System
  - Cabling
  - Grounding materials
  - Load Break Disconnects
  - Termination Materials
- Contractor shall own all float in the Project Schedule and float shall be for the exclusive use and benefit of Contractor.

**3.2. SITEWORK AND ACCESS ROADS****3.2.1. SCOPE OF WORK UNDERSTANDING**

- Blattner is responsible for SWPPP design and civil engineering.
- Blattner is responsible for erosion control and SWPPP implementation for duration of construction through Substantial Completion.
- Civil Design is based Westwoods 30% design dated 3.26.25.
- Blattner will clear and grub within the project fence, all material mulched and left on site.
- Blattner has included the removal of 18,790 LF of existing fence assumed 5 strand barbed wire fence with metal T posts
- Blattner will grade the site for tracker tolerances.
- Blattner will construct new onsite access roads – substation road and upgrade existing Oilfield roads incorporated into the Felix design.
- Water is priced to be sourced from onsite ponds / reservoir provided by projects landowners.
  - Water royalty has been included in our pricing.
  - Blattner has the right to revisit our water price for storage/ upgrades if onsite water source becomes unavailable or unsuitable for construction.
- Blattner is responsible for water application for subgrade compaction, dust control, and other construction requirements.
- Blattner is responsible for furnishing and installing security fencing.
  - Perimeter fence is priced with 6' security fence with three strand barbed wire on top.
  - 330,440 LF of perimeter fence is included.
  - Security gates at entrances are included as well.
- Blattner is responsible for onsite road and site maintenance during construction.

**3.2.2. PRICING AND SOW INCLUSIONS**

- Costs for civil, grading, and SWPPP design.
- Clearing and grubbing efforts will cover much of the site; mulch will be blended into topsoil before and during the topsoil respread process.
- SWPPP measures will consist of the following:
  - Silt fence at project perimeter and sensitive areas.
  - 208,100 linear feet have been included.
  - Stormwater retention basins are included are from WW's 30% plans. It Includes 280,524 CYs of excavation, Inlets and Outlets for Overflow, Riser structures, and Skimmers throughout.

- We have assumed these basins to be left in place on site. Cost has not been accounted for the material to be stockpiled and replaced. We have included cost for removal of the Skimmers during reclamation activities.
- Erosion control blanket has been included for the slopes of the basins.
- Just over 1million SQFT of Channeled Erosion Control Areas.
- Grading quantities are based on a +/- 6" tolerance.
  - We have included 460,000 CY of grading in the PV array.
  - Our bid does assume excess material wasted on site. We have not included any cost towards the purchase of material for grading, and or hauling material off site.
- Topsoil Stripping at a depth of 4" for PV array.
- The main laydown yard will consist of a 10-acre main site, graveled at 4" of locally available road base, and 12" of stabilization at 6% cement.
- Following the WW drawings, we included an additional 58 acres of temporary staging yards, spread out across the site no stabilization of the temporary staging yards is included and will just receive 3" of road base material.
  - We believe with our own design layout, we could revisit this amount and reduce the amount of acres needed for storage/assembly throughout the site.
- Site access roadways will be constructed to a width of 20'.
  - Access roads will be graveled with 4" of locally available road base aggregate 16' wide, atop 12" of cement stabilization at 7%, 20' wide.
  - 185,910 lineal feet of PV roads have been included.
  - 21,039 LF of existing Oilfield roads are also included, to receive 4" of aggregate base across a 25' wide road surface.
  - 6,592 LF of Low Water Crossings, 20' wide with 12" of gravel included.
- Maintenance costs have been included on PV roads and graveled County Roads.
- Permanent seeding has also been included across the array areas totaling 3,695 acres.

### 3.2.3. PRICING AND SOW EXCLUSIONS

- Mass Dewatering Systems – Well points, Pumps, Generators.
- Demo of any unknown existing buildings, structures, waste, or garbage, other than stated above.
- Any public road repairs/ widening, either before or after construction, unless noted above.
- Any culverts on the existing public roads.
- Road use agreements.
- Cost related to any pesticides or pest management.
- Drain tile repairs, rerouting, or removal.

- Permitting for crossing of jurisdictional waterways.
- Any unforeseen underground conditions and the disposal of hazardous and/or contaminated soil.
- Discovery or handling of karst/gypsum formations.
- Demolition of above ground infrastructure outside of fenced area.
- Any underground infrastructure not identified in owner supplied materials.
- Demolition of field fencing outside of fenced area.
- Clearing & grubbing outside of the fenced area.
- Import and/or export of grading materials have not been included.
- Easements or land for future expansions not identified by the owner provided constraints.
- Fence slats and landscaping.
- Temporary seeding, mulch, fertilizer, and watering of seed is excluded.
- Seeding outside the fenced in area.
- Landscaping, buffers, tree / shrub planting, retaining walls and all landscaping features, and irrigation of landscaping is excluded.
- Vegetation Management Plan is excluded.
- Hazardous material abatement or demolition.
- Cattle guards, gates or relocation of barbed wire fence.
- All Substation grading, SWPPP, fencing, seeding, design, gravel, etc. civil work for the substation pad and road are excluded.

### **3.3. FOUNDATIONS AND TRACKERS**

#### **3.3.1. SCOPE OF WORK UNDERSTANDING**

- Blattner will procure and install an NEXTracker XTR tracking system.
- We will provide 50 KSI steel, wide flange galvanized piles.
- Pile design is based off the owner provided 30% structural design.
  - ASCE 7-10.
  - Wind Risk:
    - Pile – Category 2, 115 MPH 3-second wind gust.
    - Racking – Category 2, 115 MPH 3-second wind gust.
  - Ground snow load of 10 PSF.
  - 35-year design life.
  - Minimum module-to-ground clearance of 24”.



- Freeboard flood to module minimum of 24".
- Freeboard flood to equipment of 24".
- Foundations are designed and priced based on the specific modules provided in the RFP Jinko 560W).

### 3.3.2. PRICING AND SOW INCLUSIONS

- Procurement and installation of galvanized pile.
- Use of a pile driver for installation.
- Based on the bore logs, and PLT in the geotechnical report we have determined 66% of the site will need to be pre-drilled.
- Pricing includes domestic content for racking and pile.
- Costs for scanning each individual module.
- Pile remediation costs for 3.5% of the total pile count (based on cut and punch of pile).
- Pile remediation costs for 0.5% of the total pile count (based on remove and install pile).
- Pile remediation more than the values noted above will be handled as a change order at pre-negotiated rates to be established in contract exhibits.
- Due to the volatile steel market from an uptick in steel demand, both nationally and internationally, pile & racking pricing will need to be adjusted at time of order.

### 3.3.3. PRICING AND SOW EXCLUSIONS

- Fissure mitigation for expansive soils.
- Epoxy coating for subsurface corrosion protection.
- Encountering brackish water.
- Encountering karst formations.
- Module washing is excluded.
- Module recycling costs associated with damaged modules has been excluded at this time.
- Double handling of modules that are delivered earlier than needed for install.
- Final structural design and pricing is subject to review of the final site-specific geotechnical report, final hydrology study, final TOPO survey, final ALTA, site specific corrosion, and site-specific wind study.
- Proposal assumes there will be no work hour restrictions on pile driving or any other work activities, Blattner reserves the right to work weekends and or night shifts at their discretion.

**3.4. RACKING OFFERING**

<b>Scope of Responsibility</b>	<b>Blattner to procure and install NXT XTR Racking System</b>
<b>Technical Specs</b>	<b>NXT XTR Tracking System 17,697 Rows (560-watt Jinko)</b>
<b>Delivery</b>	<ul style="list-style-type: none"><li>• Racking delivery referenced in submitted schedule.</li></ul>
<b>Warranty</b>	<ul style="list-style-type: none"><li>• 5-year mechanical</li><li>• 10-year structural</li></ul>
<b>Exclusions</b>	<ul style="list-style-type: none"><li>• Extended Equipment Warranties</li><li>• Operational Spare Parts.</li></ul>

**3.5. MODULE OFFERING**

<b>Scope of Responsibility</b>	<b>Owner to provide and Blattner to install modules</b>
<b>Technical Specs</b>	<ul style="list-style-type: none"><li>• 560-watt Jinko (1,329,804 ea.)</li></ul>
<b>Delivery</b>	<ul style="list-style-type: none"><li>• Blattner's proposal is based on module delivery dates referenced in submitted schedule.</li></ul>
<b>Module Breakage</b>	<ul style="list-style-type: none"><li>• Blattner assumes an estimated 0.3% (3,990 modules) of module breakage from delivery and construction.</li></ul>
<b>Warranty</b>	<b>None</b>
<b>Exclusions</b>	<ul style="list-style-type: none"><li>• DOUBLE HANDLING OF MODULES</li><li>• WASHING MODULES</li><li>• Costs associated with handling modules that are received damaged.</li><li>• Module Recycling</li></ul>

**3.6. INVERTER OFFERING**

<b>Scope of Responsibility</b>	<b>Blattner to install Owner provided inverters.</b>
<b>Technical Specs</b>	<b>153 EA – Sungrow 4400</b>
<b>Delivery</b>	<b>Inverter delivery is subject to the submitted schedule.</b>
<b>Warranty</b>	<b>Owner Responsibility</b>
<b>Exclusions</b>	<b>Procurement</b>

**3.7. DC COLLECTION SYSTEM****3.7.1. SCOPE OF WORK UNDERSTANDING**

- DC Collection system is based on Owner provided 30% design.
- String wiring assumed utilization of #8 & #10 harnessing.
- The cabling between rows and inverters will utilize a big lead assembly (BLA), load break disconnects (LBD) and above ground CAB system.
- DC Feeder cable will be installed in the CAB system and direct buried near the inverters.

**3.7.2. PRICING AND SOW INCLUSIONS**

- Procurement of all materials necessary for the DC collection system.
- Installation of the complete DC collection system.
- Grounding of the complete DC collection system.
- Megger testing of all home run cables included in the DC collection system.
- Trench backfill for the 1st lift will utilize native screened fill free of particles larger than 3/8" with up to 1/2" randoms. The 2nd and 3rd lifts will utilize native fill.
- Trench compaction is assumed to be 85% standard proctor.
- Securing string harnessing to back of modules will be accomplished via a combination of Deltec straps, Wiley clips and zip ties. Deltec straps will secure the harnessing to the torque tube. Split loom will be utilized at the point where the harness transitions from the modules to the CAB system for additional protection.
- It is assumed that string harnessing will be routed along the torque tube to help reduce shading on the backside of the bifacial modules.
- BLA trunk line is assumed to be 500 kcmil.
- DC homeruns are assumed 750 kcmil. DC homeruns from LBD to inverter will be installed in aboveground East-West CAB system and transition to underground direct buried at transition rack locations to inverter.
- DC homeruns will enter a vault structure prior to entering inverter cabinets to allow for proper heat dissipation from mutual heating of DC conductors.
- Blattner has included 32 DC bores for a total of 6,280 LF of HDPE 6" Conduit. Final site constraints and design are required to confirm areas that do or do not need to be bored.
- Pre-commissioning I-V curve tracing of each harness has been included.
- Aerial IR scanning of PV array has been included.
- Performance testing has been included.
- Cost for a lightning study has been included.

- Module stringing assumed 27 modules/string for 560W module. 3 Strings/Long Tracker & 2 Strings/Short Tracker.

#### 3.7.3. PRICING AND SOW EXCLUSIONS

- Design and price are subject to change based on scope of work and technical requirements for the PV plant.
- All DC cabling for underground inverter transitions will be direct buried and is not armored or in conduit.
- Imported select backfill not mentioned above.
- Operational string current checks.

#### 3.7.4. PRICING UNDERSTANDING

- Cable prices subject to Aluminum and Copper adjustment with initial values of \$1.62/LB (AL) and \$4.49/LB (CU).
- Shoals BLA and harnessing prices subject to Aluminum and Copper adjustments with initial values of \$1.18/LB and \$4.66/LB.
- Pricing is based on LME and Comex market rates respectfully.

### 3.8. AC COLLECTION SYSTEM

#### 3.8.1. SCOPE OF WORK UNDERSTANDING

- Blattner shall be responsible for the procurement and installation of all material necessary for the AC Collection System
- Blattner shall be responsible for the ground of the complete AC Collection System.
- All MV collection is assumed underground and direct buried except where transitioning to double circuit overhead MV collection per 30% drawings.

#### 3.8.2. PRICING AND SOW INCLUSIONS

- We have included costs to install the AC collection system from the MV transformers to the project substation.
- MV conductors are composed of AL and rated for 35 kV operations.
- Trench backfill for the 1st lift will utilize native screened fill free of particles larger than 3/8" with up to 1/2" randoms. The 2nd and 3rd lifts will utilize native fill.
- Pricing is based on trench compaction to 85% standard proctor.
- Design includes 0 MV underground splices.
- Design includes 73 above ground junction boxes.
  - Blattner assumes aboveground junction boxes are also needed at locations where MV runs exceed cable reel lengths and boring locations to assist with pulling cable through conduit.

- Offline and Online Partial Discharge testing for all medium voltage segments.
- MV collection is comprised of 24 MV Feeders. Further thermal resistivity testing is required to confirm MV collection design.
- Blattner has included 35 bores for a total of 8,568 LF of HDPE 8" Conduit. Final site constraints and design are required to confirm areas that do or do not need to be bored.
- Infrared scanning of the transformer terminations and switchgear will be performed at each inverter/transformer skid.
- The MV pricing also includes approximately 21.8 miles of double circuit Overhead Collection Line.
  - Conductor: 1272 KCMIL 45/7 ACSR "Bittern"
  - Fiber: AC-41-62-691 OPGW 48-Count
  - Shield Wire: 1/2" 7-STRAND EHS SHIELD WIRE
  - Structures: 394 total structure locations consisting of 410 poles
    - 60 Steel Poles
    - 350 Wood Poles
  - Foundations: 410 each
    - 374 Direct Embed
    - 36 Caisson

#### 3.8.3. PRICING AND SOW EXCLUSION

- Design, procurement, and installation of MV switchgear outside of MV breakers in project substation.
- VLF/Tan Delta testing of MV cable
- Imported select backfill not mentioned above.
- Crop decompaction for MV outside of PV fences.
- Dampers, Spoilers, and Bird Diverters on the Overhead Collection.
- There was no BOM/Material List provided for the Overhead Collection as part of the 30% design, so assumptions have been made at this time.

#### 3.8.4. PRICING UNDERSTANDING

- Cable prices subject to Aluminum and Copper adjustment with initial values of \$1.62/LB (AL) and \$4.49/LB (CU).
- AL Index will be the prior monthly Average LME MidWest US Transaction price for Aluminum as published in Platt's Metals Week.
- CU Index will be the prior monthly Comex Transaction price for copper as published in Platt's Metals Week

**3.9. PROJECT SECURITY SYSTEM AND SITE SECURITY****3.9.1. SCOPE OF WORK UNDERSTANDING**

- Blattner shall be responsible for a 6' chain link fence around the perimeter of the project.
- Blattner shall be responsible for site security during construction.
- Blattner has excluded the procurement and installation of a permanent security system.

**3.9.2. PRICING AND SOW INCLUSIONS**

- A six-foot-high chain link fence is included.
- Project site security will be enforced utilizing temporary security camera trailers and/or in person security personnel.

**3.9.3. PRICING AND SOW EXCLUSIONS**

- Privacy slats.
- Powder, vinyl or other coating/coloring of project fence.
- Top rail for security fence.

**3.10. SCADA SYSTEM****3.10.1. SCOPE OF WORK UNDERSTANDING**

- Blattner pricing assumes providing SCADA engineering, SCADA equipment, and MET Stations.
- Blattner is responsible for the installation and commissioning of the SCADA system and Met Stations.
- Final SCADA documents are required to be agreed upon prior to finalizing scope and pricing for SCADA system.

**3.10.2. PRICING AND SOW INCLUSIONS**

- Pricing has assumed procurement, installation, and commissioning of the SCADA system based on Owner recommendation of Merit Controls
- Fiber is assumed to be 24 count.

**3.10.3. PRICING AND SOW EXCLUSIONS**

- Utility metering or hardware not noted in this proposal.
- Plane of array sensors at each inverter block
- Taking telecommunications from point of demark to project substation. This scope can be added at the request of AES.



**3.11. OPERATION AND MAINTENANCE****3.11.1. SCOPE OF WORK UNDERSTANDING**

- Blattner has provided an allowance for O&M Building construction.

**3.11.2. PRICING AND SOW INCLUSIONS**

- O&M building construction has been priced per owner provided documents at this time. I final detail will need to be provided and agreed upon as some assumptions had to be made.

**3.11.3. PRICING AND SOW EXCLUSIONS**

- Not applicable.

**3.12. GENERAL ITEMS****3.12.1. SCOPE OF WORK UNDERSTANDING**

- Blattner’s proposal assumes a five-day work week with an 8 or 10-hour single shift per day for the work week. Blattner reserves the right to work Saturdays, Sundays and a night shift at their discretion.
- Blattner’s proposal is contingent upon the negotiation and execution of a mutually agreeable contract between Blattner and Owner.
- All materials including electrical equipment are priced on a best value to the project basis. No considerations for country of origin, diversity, small business, or other mandates have been made at this time.

**3.12.2. PRICING AND SOW INCLUSIONS**

- Blattner has used Prevailing wage Texas labor rates.
- It has been assumed that there are no restrictions on work hours or work activities for the project site.
- Payment and performance bond has been included.
- Blattner has included an allowance of \$50,000 for permitting. Final permitting costs will be evaluated as a pass through to AES.

**3.12.3. PRICING AND SOW EXCLUSIONS**

- Pricing is based on the laws in effect as of today and Blattner has excluded the risk of any “change in law” or similar action by a governmental authority that could impact Blattner’s pricing such as changes to import fees, tariffs, trade remedies, duties, and taxes. In addition, Blattner’s pricing is based on today’s market rates for steel, aluminum, and copper and Blattner has excluded the risk of fluctuations in these market rates. Blattner continues to monitor potential governmental actions and market rates. In the event Blattner believes its pricing will be impacted by any

change in law or market rates change, Blattner will notify Owner and will work with Owner to find cost effective solutions to try to mitigate impacts.

- Parent Guarantee.
- Builders Risk Insurance
- Module Washing.
- Operational Spare Parts not described in this proposal letter.
- Any environmental, cultural, archeological, paleontology studies/monitoring.
- Any biological clearance surveys.
- Land use fees by landowners.
- Hazardous waste cleanup.
- Drain tile removal/repair.

### **3.13. WARRANTIES AND PERFORMANCE GUARANTEES**

#### **3.13.1. WORKMANSHIP WARRANTY**

- Blattner has included a two-year workmanship warranty on all its work for the Felix Solar project at no cost to the Owner.

#### **3.13.2. EQUIPMENT WARRANTY**

- Blattner has included a two-year warranty on all equipment provided by Blattner to the Felix Solar project. At the conclusion of the warranty period, Blattner will assign all remaining equipment warranties to the Owner.

#### **3.13.3. PERFORMANCE GUARANTEE**

- Blattner has not included a performance guarantee.
- Blattner's proposal assumes the use of plant performance testing as a requirement for achieving Substantial Completion, subject to cost and schedule relief for weather issues such as low irradiance or excess wind speeds.

#### **3.13.4. ONGOING PERFORMANCE**

- Blattner has not included any ongoing maintenance after substantial completion.