

# EV PROJECT WORK ORDER



Attn: Cochise County

Date: November 25, 2024

Dear Dan Coxworth,

Pacific Energy Concepts is pleased to have been chosen as your energy efficiency specialists and look forward to assisting you with this project. Please call anytime if you have any questions.

## Scope of Work

**Proposal Name:** Cochise County - Bisbee, Willcox, Sierra Vista

**Site Locations:**

- 102 Calonia De Salud, Sierra Vista, AZ 85635
- 1415 Melody Lane, Bisbee, AZ 85603

**Equipment to be Installed**

- Willcox City Hall 101 S. Railroad Ave, Willcox AZ 85643

	<u>Manufacturer</u>	<u>Charger</u>	<u>Mounting</u>	<u>Qty</u>
1	Chargepoint	CP6021	Pedestal	6
2	Chargepoint	CPE250	Concrete Base	1

See scope of work or project overview for more details

## Assumptions and Clarifications

- 1 Current wiring meets electric codes.
- 2 There is adequate available ampacity within the building electrical distribution system.
- 3 Any existing exterior infrastructure is in good condition and does not have structural integrity issues that may impact this project.
- 4 All work will be performed during normal business hours unless outlined per the scope of work.
- 5 PEC team will have access to the building with no restrictions to defined work areas during those hours.
- 6 Any work discovered outside the above-mentioned scope will require a change order.
- 7 Additional installation equipment required that is not accounted for as per the scope will require a change order.
- 8 Any deficiencies to existing wiring or infrastructure that need to be addressed shall result in and require a change order.
- 9 Landscaping repairs or modifications are not included in the scope of work unless specifically mentioned.
- 10 Please note that all work in panels or on equipment shall be performed while it is in a de-energized state. We will notify and coordinate any required shutdowns with you prior to the start of work to mitigate any downtime or disruption.

## Scope of Work

### Sierra Vista

- 1 *DCFC*
- 2 Provide and install 100A 480V breaker in existing electrical distribution equipment
- 3 Run conduit and wire to EV Charger location shown on site map
- 4 Provide and install concrete base for DCFC Charging unit
- 5 Provide and install (1) ChargePoint CPE250
- 6 *Level 2*
- 7 Provide and install 75kva Transformer
- 8 Provide and install new 200A 208v Panel
- 9 Provide and install (2) 100A two pole breakers
- 10 Run conduit and wire to EV Charger location shown on site map
- 11 Provide and install (2) Concrete bases for pedestal mounted chargers
- 12 Provide and install (2) CP6021 dual port chargers
  
- 14 All Permitting and Engineering
- 15 Bollards and striping included

### Bisbee

- 1 Install 75kva Transformer & 200A Panel + (2) 100A dual pole breakers
- 2 Run conduit & wire to EV Charger locations provided on site map
- 3 Provide and Install (2) concrete bases for pedestal mounted chargers
- 4 Provide and Install (2) ChargePoint CP6021 Dual Port Pedestal Chargers
- 5 All permitting & engineering included
- 6 Bollards and Striping Included

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**Willcox**

- 1 Provide & Install (2) 100A two pole breakers
- 2 Core drill through surface and run conduit to EV Charger locations provided on site map
- 3 Provide and install (2) concrete bases for pedestal mounted chargers
- 4 Provide and install (2) ChargePoint CP6021 Dual Port Chargers
- 5 Bollards and striping included
- 6 All Permitting and engineering included

## Job Specific Exclusions from Scope of Work

- 1 Delays due to weather

## Standard Exclusions from Scope of Work

The following is excluded from the scope of work, except where authorized by written change order signed by the parties:

- 1 Correction or repairs to any existing building, wiring, or electrical problems or code violations
- 2 Charges from Utility Company.
- 3 Work or materials not described in the inclusions above.
- 4 New switching methods unless specifically stated in scope of work of this project.
- 5 Some minor landscape repairs may be needed as a result of this work. No allowances for landscaping repairs have been included.
- 6 Stepping stones or other finish may be desired for improved access to the chargers. No allowances for any such work are included in this proposal.
- 7 Energized electrical work
- 8 Substantial material cost increases beyond our control.
- 9 Additional excavation work due not specified in the scope of work.

## Project Cost & Incentives

Project Cost	\$	594,883.56	excludes applicable taxes	
Less Estimated Incentive	\$	-	Incentives Deferred to: Customer	Estimated Incentive: \$0
Net System Investment	\$	<b>594,883.56</b>		
Taxes (if applicable)	\$	-		
Total Net Investment	\$	<b>594,883.56</b>		

**Payment terms** 50% Down Payment + 50% Due Upon Completion

**Required Down Payment** 50% \$ 297,441.78  
**Balance Due Upon Completion** \$297,441.78

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## Terms & Conditions

### 1. Owner's Obligations

The owner is responsible for the following:

- 1.1 Providing reasonable access to the worksite:  
Prior to the start of the work, Owner shall provide an easily accessible work site. Owner will allow free access to work areas for PEC and will allow areas for the storage of materials and debris. Owner shall provide and maintain utilities services to the work site, unless required otherwise by the work.
- 1.2 Obtaining and paying for necessary approvals, easements, assessments and charges except for those permits and fees, which are the responsibility of PEC under the terms of this work order.
- 1.3 Paying all amounts due under the terms of this work order in a timely manner.
- 1.4 Providing timely responses to request for additional information, design submittals, or the like from PEC.
- 1.5 During the processing of the incentives, signing any incentive documents in a timely manner; if incentive documents are not signed in a timely manner, owner is accepts all the risk of lost incentives and responsibility for the resulting additional or remaining balance on the project.
- 1.6 Making available to PEC all plans, schematics, specifications, drawings, blueprints, and similar construction documents (the "construction documents") necessary for PEC to complete

### 2. PEC

PEC is responsible for the following:

- 2.1 Designing, specifying, and ordering the custom solution set forth in the scope of work.
- 2.2 Completing the scope of work in a good and workmanlike manner and consistent with the scope of work.
- 2.3 Disposing of agreed upon items removed during this project in accordance with applicable federal, state, and local laws.

### 3. Time of Performance

- 3.1 PEC will use its best efforts to commence performance of the work and achieve substantial completion of the work on or about the dates specified in the scope of work. If no time of performance is specified in the scope of work above, PEC shall commence performance and prosecute the work within a commercially reasonable time and at a commercially reasonable pace of work, in conformance with the local custom and practice of contractors performing similar work, and subject to schedule constraints or influences outside of PEC's control. Regardless, PEC does not, in any event, guarantee commencement or substantial completion of the work, or any portions of it, on or before a specific date.
- 3.2 PEC shall not be responsible for delays which are beyond its control. Delays beyond PEC's control include without limitation, the following: modified or additional work ordered by Owner; act or neglect of an architect, engineer, surveyor, another contractor, or other professional; fire; flood; wind; adverse weather conditions not suitable for the performance of the work or portions of it; delays in material deliveries or unavailability of materials; delays caused by issues relating to plans or drawings provided by someone other than PEC; delays caused by any lender; and any other delay not caused by PEC or outside its control. PEC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM DELAYS IN THE PERFORMANCE OF THE WORK INCLUDING WITHOUT LIMITATIONS THOSE ARISING OUT OF CLAIMS FOR LOSS OF USE OR LOST PROFITS.

### 4. Changes to Work

- 4.1 Owner agrees that, in the event it makes changes, modifications, additions or deletions to the scope of work, including without limitation the addition of products not included in the scope of work above (collectively, "Changes"), and subject to PEC agreeing to such Changes, PEC shall be entitled to additional schedule time and reimbursement of any related costs and expenses regardless of whether such Changes are set forth in a written Change Order signed by the parties.
- 4.2 Owner agrees that in the event of any Changes to the scope of work required by any regulatory authorities or inspectors with the local jurisdictions or by any plans and drawings prepared by anyone other than PEC, PEC shall be entitled to additional schedule time and reimbursement of any related costs and expenses regardless of whether such Changes are set forth in a written Change Order signed by the parties.
- 4.3 Owner agrees that in the event of any Changes to the scope of work resulting from PEC encountering any differing conditions, of which PEC did not have actual notice prior to executing this work order, PEC shall be entitled to additional schedule time and reimbursement of any related costs and expenses regardless of whether such Changes are set forth in a written Change Order signed by the parties.

### 5. Incentives and Rebates

- 5.1 Where incentives are available, the scope of work and the project cost includes incentive management, application processing and required meetings with the representatives of the incentive program/utility. PEC does not promise or guarantee Owner's eligibility for, or receipt of, any incentives, or guarantee the amounts of any incentives actually received by Owner. Any description of incentives provided by PEC is merely an estimate of potential incentives and incentive amounts, and not a guarantee that such information is true and accurate representation of those for which an Owner may qualify. In the event, for any reason, any anticipated incentives or savings are not realized by Owner, Owner shall remain financially liable to PEC for such amounts, as part of the total project cost, including any deferred savings provided to Owner in anticipation of such incentives or savings.
- 5.2 Owner agrees to fully maintain the lighting system throughout the time of the incentive program and utility pre-inspection. Owner warrants that information it provides to PEC to determine incentive estimates is true and accurate, including but not limited to lighting hours of operation, existing fixture types and wattages, and space use types. Owner will be responsible for any resulting incentive reduction if these requirements are not met.
- 5.3 Owner agrees to provide any requested incentive documentation to PEC or requesting party (incentive program or utility) not later than one week of PEC's request for the same.
- 5.4 Owner understands and acknowledges that incentive payments are dependent on timely submission of required documentation.

### 6. Warranty

- 6.1 The warranty related to any products or materials (collectively, "products") supplied by PEC is expressly limited to the warranty provided by the product's manufacturer, if any. Product warranties vary depending on the manufacturer of the fixture, and type of fixture. These warranties are offered by and through the manufacturer. PEC's obligation to the Owner is limited to assisting in the processing of warranty claims to the manufacturer. Please consult your sales representative for further information pertaining to each type of fixture used in your project.
- 6.2 PEC warrants its labor, including that of its subcontractors, in installing the products as part of its scope of work against defects in the installation of the products. PEC shall repair and replace any such products which are installed in a manner contrary to both the construction documents and accepted practice within the industry. PEC's warranty as to its labor is provided for one year from the date of installation.

### 7. Cancellation

- 7.1 Subject to written approval from PEC, Owner may cancel an accepted work order. In the event Owner requests and PEC approves a cancellation request, PEC shall be entitled to recover the following from Owner, all of which shall be due and payable immediately by Owner to PEC:
  - a. all amounts previously invoiced to Owner;
  - b. the reasonable value of PEC's work, including labor, design or consulting services, expenses incurred by PEC, materials ordered, procured or supplied by PEC or its subcontractors, and PEC's earned profit and overhead related to such amounts, to the extent not previously invoiced by PEC, including amounts related to any additional work resulting from any Changes.

### 8. Indemnity

8.1 To the fullest extent of the law, each party agrees to defend, indemnify, and hold the other harmless and, if requested by either party, its consultants, agents and employees of any of them, from and against any and all claims, suits, losses or liability, including attorney's fees and litigation expenses, including without limitation injury to or death of persons, including employees, subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, caused, in whole or in part, by any act or omission, or alleged act or omission, of either party, its employees or agents, but only to the extent that such claims, suits, losses or liability are caused by negligence or by the negligence of those acting on the behalf of either party. Each party's indemnification and defense obligations hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

**9. Payment Terms**

- 9.1 Payment is due upon receipt of invoice, except if project is being financed, in which case payment is due in accordance with the Lease Agreement, but only upon PEC's written
- 9.2 Any project that exceeds 30 days to complete will be subject to monthly invoicing on a percentage completed basis.
- 9.3 In the event Owner fails to make timely payment, PEC may assess a monthly service charge equal to 1.5% of the outstanding balance as to any outstanding balances more than 30 days past due.
- 9.4 Materials will not be ordered until required down payment is received by PEC.

**10. Dispute Resolution**

- 10.1 Any dispute or claim that arises out of or that relates to this work order, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Clark County, Washington.
- 10.2 The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate through the organization named above or any other mediation process or mediator as the parties may agree upon.
- 10.3 Unless the parties otherwise agree in writing, and to the extent allowed by law, in the event that the agreement to arbitrate herein is found not to apply (for any reason), the parties agree that any claim must be resolved exclusively by the state or federal courts located in Clark County, Washington. The Parties expressly consent to venue and personal jurisdiction of such courts for the purposes of litigating all such claims.
- 10.4 This work order shall be governed by the laws of the State of Washington.
- 10.5 LIMITATION OF LIABILITY:
  - a. THIS SECTION IS PART OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY TO ALL CLAIMS, EVEN IF PEC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY OR DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. THE FOLLOWING PROVISIONS AFFECT OWNER'S RIGHT TO BRING CERTAIN TYPES OF CLAIMS AGAINST PEC AND THE TYPE AND AMOUNT OF DAMAGES THAT OWNER MAY SEEK TO RECOVER FROM PEC. OWNER SHOULD READ THESE PROVISIONS, AS WELL AS THIS ENTIRE WORK ORDER, CAREFULLY AND, AT OWNER'S EXPENSE, CONSULT WITH APPROPRIATE LEGAL COUNSEL. OWNER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PEC SHALL NOT UNDER ANY CIRCUMSTANCES HAVE ANY LIABILITY WHATSOEVER TO OWNER OR TO ANY THIRD- PARTY (WHETHER JOINTLY, SEVERALLY, OR INDIVIDUALLY) FOR ANY (a) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, (b) LOSS OF USE, DATA, OPPORTUNITY, GOODWILL, REPUTATION, PROFIT, OR REVENUE, OR (c) COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY FEES), FOR ANY CLAIMS ARISING FROM OR RELATING TO THIS WORK ORDER.
  - b. OWNER FURTHER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF PEC IS FOUND LIABLE IN ANY CLAIM, PEC'S TOTAL LIABILITY TO OWNER OR TO ANY THIRD- PARTY (WHETHER JOINTLY, SEVERALLY, OR INDIVIDUALLY) FOR ANY CLAIM, INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY OR ANY OTHER CAUSE, ARISING OUT OF, OR RELATING TO ANY WORK PERFORMED BY PEC OR PEC'S SUBCONTRACTORS, THE WORK OR THE PROJECT, IS LIMITED TO THE LESSER OF THE FOLLOWING:
    - i. THE WORK ORDER PRICE, AS DETERMINED BY THE PROVISIONS OF THIS WORK ORDER; OR
    - ii. THE AMOUNTS OF ACTUAL INSURANCE COVERAGE, AS DETERMINED BY PEC'S INSURER(S), UNDER CONTRACTOR'S APPLICABLE INSURANCE POLICIES

**11. Miscellaneous Provisions**

- 11.1 In the event Owner is a partnership, limited liability company, corporation, or the like, this project work order shall be binding upon and shall inure to the benefit of the Parties' successors and assigns. Without limiting the foregoing, in the event of a merger or consolidation where Owner is not the consolidated or surviving entity, or in the event of the transfer of all or substantially all of Owner's assets, then the surviving or resulting entity or the transferee of Owner's assets shall be bound by and shall have the benefit of the provisions of this project work order, and Owner shall take all actions necessary to ensure that such entity or transferee shall be bound by and shall have the benefit of the provisions of this project work order, and Owner shall take all actions necessary to ensure that such entity or transferee is bound by the provisions of this project work order.
- 11.2 This project work order shall be interpreted fairly, and not for or against either party.
- 11.3 If any provision of this project work order is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this project work order is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
- 11.4 This project work order may not be modified or cancelled except in writing signed by the parties hereto.
- 11.5 In the event that an arbitration, suit or action is filed to enforce or interpret the parties' rights or obligations herein, each party shall be responsible for its own costs and attorney fees, including an equal share of the arbitrator's fee, associated with the same or on appeal of the same.

***I read and agree that the above specifications and terms are acceptable. I hereby authorize this project; payments shall be made as outlined above.***



Proposal Acceptance:

Name: Dan Coxworth

Date: Monday, November 25, 2024

Invoicing Contact: \_\_\_\_\_

Signature \_\_\_\_\_

Purchase Order# \_\_\_\_\_

\*\*\*\*Signature above indicates approval of terms as noted\*\*\*\*

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