

First Amended Agreement for Maintenance of Solar Photovoltaic Power Systems

This first amended agreement ("First Amended Agreement" or "Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **Energy Endeavors dba Westcoast Solar Energy**, a California corporation ("Service Provider"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 6.1.

RECITALS

- A. Service Provider represents that it is a duly qualified and licensed solar energy firm, experienced in installing, operating, and maintaining photovoltaic power systems (PV Systems) and related services.
- B. Sonoma Water owns PV Systems at 404 Aviation Boulevard in Santa Rosa, Sonoma Valley County Sanitation District Treatment Plant, Airport-Larkfield-Wikiup Sanitation Zone Treatment Plant, and Geyserville Treatment Plant that generate solar photovoltaic electric power and related environmental attributes, which are aggregated and used by Sonoma Water enterprises.
- C. These PV Systems need periodical inspection, cleaning, testing, troubleshooting, and maintenance in order to function properly.
- D. Service Provider will assess, inspect, test, clean, and perform maintenance on Sonoma Water PV Systems to ensure functionality.
- E. Sonoma Water and Service Provider first entered into this Agreement on June 13, 2018, in the amount of \$175,780.
- F. During annual preventative maintenance, Service Provider often identifies deficiencies that can be cost effectively repaired by the Service Provider in a timely manner.
- G. This First Amended Agreement adds \$40,000 to the agreement amount for troubleshooting and repair.
- H. In addition, this First Amended Agreement changes occurrences of "Water Agency" to "Sonoma Water."
- I. This First Amended Agreement supersedes all previous agreements between the parties.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. **LIST OF EXHIBITS**

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work
- b. Exhibit B: Schedule of Costs
- c. Exhibit C: Estimated Budget for Scope of Work
- d. Exhibit D: Insurance Requirements

3. **SCOPE OF SERVICES**

3.1. *Service Provider's Specified Services:* Service Provider shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 10 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with Sonoma Water:* Service Provider shall cooperate with Sonoma Water in the performance of all work hereunder. Service Provider shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Service Provider
Project Manager: Dale Roberts 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1979 Email: dale.roberts@scwa.ca.gov	Contact: Jason Kross 2975 Dutton Avenue, Suite B Santa Rosa, CA 95407 Phone: 707-664-6450 Email: jason@westcoastsolarenergy.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Same address as above

3.3. *Performance Standard and Standard of Care:* Service Provider hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Service Provider's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Service Provider's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Service Provider to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat the work at no additional charge until it is satisfactory; (c) terminate this

Agreement pursuant to the provisions of Article 7 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Service Provider shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Service Provider to perform work hereunder, Service Provider shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
- c. In the event that any of Service Provider's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Service Provider's control, Service Provider shall be responsible for timely provision of adequately qualified replacements.

4. **SAFETY**

- 4.1. *Site Safety Officer.* Prior to commencement of work, Service Provider shall designate a Site Safety Officer (SSO) and alternate SSO for this work and shall provide the names, telephone and/or cellular/pager numbers of both SSOs to Project Manager. Both SSOs shall be employees of Service Provider.
- 4.2. *Safety Orders.* All work shall be performed in accordance with the California Code of Regulations (CCR) Title 8, Division 1, Chapter 4 - Industrial Safety Orders and all other applicable laws to ensure the safety of the public and those performing the work.
- 4.3. *Safety Plan and Program.*
 - a. *Scope:* Service Provider shall furnish a copy of an Injury and Illness Prevention Program (IIPP), a Site-Specific Safety and Health Plan (SSHP), for this work. Service Provider shall also provide copies of applicable Material Safety Data Sheets and information regarding the SSO as described below. Plans, programs, and other information described herein shall be furnished to Sonoma Water's Project Manager prior to commencement of work.

- b. *Injury and Illness Prevention Program*: Service Provider's IIPP shall conform with the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (§6401.7).
- c. *Site-Specific Safety and Health Plan and Monitoring*: The SSHP shall describe health and safety procedures to be implemented during all phases of work in order to ensure safety of the public and those performing the work. The SSHP shall be modeled after the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4).

5. **PAYMENT**

5.1. *Total Costs*:

- a. Total costs under this Agreement shall not exceed \$215,780.
- b. No more than 80% of the amount listed in Exhibit C per initial assessment per site will be paid until the final condition assessment report is submitted.
- c. No more than 90% of the amount listed in Exhibit C for maintenance and cleaning per year per site will be paid until annual maintenance and cleaning report is submitted.

5.2. *Method of Payment*: Service Provider shall be paid in accordance with the following terms:

- a. Service Provider shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B.

5.3. *Invoices*: Service Provider shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:

- a. Service Provider name
- b. Name of Agreement
- c. Sonoma Water's Project-Activity Code I0001C018
- d. Task performed with an itemized description of services rendered by date
- e. Summary of work performed by subconsultants, as described in Paragraph 16.4
- f. Time in quarter hours devoted to the task
- g. Hourly rate or rates of the persons performing the task

5.4. *Timing of Payments*: Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.

5.5. Taxes Withheld by Sonoma Water:

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Service Provider for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Service Provider does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Service Provider does not qualify, as described in Paragraph 5.5.a, Sonoma Water requires that a completed and signed Form 587 be provided by Service Provider in order for payments to be made. If Service Provider is qualified, as described in Paragraph 5.5.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Service Provider agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 17 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Service Provider has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

6. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

6.1. *Term of Agreement:*

- a. The term of this Agreement shall be from June 13, 2018 ("Effective Date") to December 13, 2023, unless terminated earlier in accordance with the provisions of Article 7 (Termination).
- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Service Provider thirty days in advance of the expiration date noted in this Article and of the first extension option.

6.2. *Commencement of Work:* Service Provider is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

7. TERMINATION

- 7.1. ***Authority to Terminate:*** Sonoma Water's right to terminate may be exercised by Sonoma Water's General Manager.
- 7.2. ***Termination Without Cause:*** Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Service Provider.

- 7.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Service Provider fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.
- 7.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Service Provider, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 13.9 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 7.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Service Provider shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Service Provider bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Service Provider shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 7.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Service Provider.

8. INDEMNIFICATION

- 8.1. Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Service Provider, that arise out of, pertain to, or relate to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider's obligations under this Article 8 apply whether or

not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Service Provider's expense, subject to Service Provider's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Service Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

9. INSURANCE

- 9.1. With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

10. PROSECUTION OF WORK

- 10.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Service Provider's performance of this Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.

11. EXTRA OR CHANGED WORK

- 11.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma Water's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Service Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

12. **CONTENT ONLINE ACCESSIBILITY**

- 12.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 12.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 12.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Service Provider shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 12.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Service Provider shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Service Provider agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 12.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Service Provider. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Service Provider in writing. Upon such notice, Service Provider shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
 - a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 7 (Termination); and/or

- c. In the case of custom Electronic and Information Technology (EIT) developed by Service Provider for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Service Provider shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- 12.6. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

13. REPRESENTATIONS OF SERVICE PROVIDER

- 13.1. *Status of Service Provider:* The parties intend that Service Provider, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Service Provider is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 7 (Termination), Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 13.2. *No Suspension or Debarment:* Service Provider warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Service Provider also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 13.3. *Taxes:* Service Provider agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Service Provider agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Service Provider's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Service Provider agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 13.4. *Records Maintenance:* Service Provider shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such

documents and records available to Sonoma Water for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder.

- 13.5. *Conflict of Interest:* Service Provider covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Service Provider further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Service Provider shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 13.6. *Statutory Compliance/Living Wage Ordinance:* Service Provider agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Service Provider expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 13.7. *Nondiscrimination:* Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 13.8. *Assignment of Rights:* Service Provider assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Service Provider's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications

to any third party without first obtaining written permission of Sonoma Water. Service Provider shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.

- 13.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Service Provider or Service Provider’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Service Provider shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Service Provider may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

14. PREVAILING WAGES

- 14.1. *General:* Service Provider shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Sonoma Water to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Service Provider shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Sonoma Water and will be made available to any person upon request.
- 14.2. *Subcontracts:* Service Provider shall insert in every subcontract or other arrangement which Service Provider may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section

1775(b)(1), Service Provider shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

- 14.3. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Service Provider shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Service Provider and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.
- 14.4. *Compliance with Law:* In addition to the above, Service Provider stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

15. DEMAND FOR ASSURANCE

- 15.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 15 limits Sonoma Water's right to terminate this Agreement pursuant to Article 7 (Termination).

16. ASSIGNMENT AND DELEGATION

- 16.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 16.2. *Subcontracts:* Notwithstanding the foregoing, Service Provider may enter into subcontracts with the subconsultants specifically identified herein. If no

subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.

16.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 16.2 will be utilized, Service Provider may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 16.3. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 16.2:

- a. Prior to entering into any contract with subconsultant, Service Provider shall obtain Sonoma Water approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 8 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

16.4. *Summary of Subconsultants' Work:* Service Provider shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 5.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

17. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS**

17.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

17.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 17.

18. **MISCELLANEOUS PROVISIONS**

- 18.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 18.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 18.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Service Provider and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Service Provider and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 18.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 18.5. *No Third-Party Beneficiaries:* Except as provided in Article 8 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 18.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 18.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 18.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to

Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 17/18-089

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel


Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: 5/15/20 rlm

Sonoma County Water Agency

**Energy Endeavors dba Westcoast Solar
Energy, a California corporation**

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
July __, 2020

By: _____

Jason Kross
(Please print name here)

Title: General Manager

Date: _____

Date: 5/21/20

DIR Registration #: 1000014988

Exhibit A

Scope of Work

1. PHOTOVOLTAIC POWER SYSTEMS

- 1.1. Sonoma Water owns the following solar photovoltaic power systems (PV Systems):

Site	Capacity, kW AC	Commercial Operation Date	Original Contractor	System Type
Sonoma Water Administration Building at 404 Aviation Boulevard, Santa Rosa	465	May 2006	SunPower	Carport and PowerGuard Roof System, Flat
Sonoma Valley County Sanitation District Treatment Plant	929	May 2007	SunPower	Ground mount, tracking
Airport-Larkfield-Wikiup Sanitation Zone Treatment Plant	498	March 2007	SPG	Ground mount, sloped on pond embankment
Geyserville Treatment Plant	41	August 2017	Danlin	Ground mount, sloped on embankment

- 1.2. Sonoma Water will provide the following information for each PV System:
- Record drawings as available, including:
 - Single lines
 - Electrical schematics
 - Site plans
 - Framing and foundation plans and details
 - Monitoring three line diagrams
 - AC and DC circuit layouts
 - Equipment manufacturer names
 - Elevations
 - Mechanical details
 - Structural details
 - Grounding and trenching plans

2. **TASKS**

2.1. Task 1: Annual Preliminary Assessment Prior to Preventative Maintenance

- a. Conduct Preliminary Condition Assessment
 - i. Notify Sonoma Water if the manufacturers of modules, panels, and inverters are still in business and are producing replacement parts, and where to obtain parts if the manufacturers are no longer in business.
 - ii. Visit each PV site and assess condition of PV System.
- b. Complete Condition Assessment Report
 - i. Prepare a report for each of the PV Systems that summarizes the findings of the work addressed in the above tasks and includes the following:
 - a) Table of Contents
 - b) Name of site
 - c) Date of site visit
 - d) Names of personnel present who conducted the site visit and initial assessment
 - e) Photos of inverters, inverter nameplate, bottom of panel, top of panel, meter, PV System conduit transitions, displays related to the PV System, transformer, panel, switchgear, and all other appurtenances associated with PV System.
 - f) Initial written assessment that details the condition of the PV System with regards to presence of corrosion, water damage, wire connection quality, overall maintenance and cleanliness assessment, visual inspection of quality of display.
 - g) Table including readings taken from inverter displays and meter display.
 - h) Summary of findings for each site
 - i) A detailed description of the work performed
 - j) Details of any deviations and/or data gaps identified during preparation of this condition assessment and their significance on the overall findings of the assessment.
 - k) Detailed PV System performance assessment including:
 - (i) Redefined PV System power rating
 - (ii) After first year, compare system performance over an assessment period of at least 1 year comparatively with another PV System of a similar size, age, and that is in a similar climate.
 - c. First Draft: Prepare the report in draft form and submit an electronic copy (email) in PDF format to Sonoma Water for review and approval in accordance with the dates listed for this task. Sonoma Water will return an electronic copy of the draft report to Service Provider with comments or approval in writing.
 - d. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit one electronic copy of the final approved report in PDF format to Sonoma Water.

Deliverable	Due Date
Site Visit for Initial Assessment for first solar PV system.	Within 30 calendar days of execution of the Agreement.
Site Visit for Initial Assessment for subsequent solar PV system.	Within 30 calendar days of submission of Final Condition Assessment Report, or as agreed upon with Sonoma Water's Project Manager
Draft Condition Assessment Report	Within 60 calendar days following completion of Site Visit for Initial Assessment for respective site
Final Condition Assessment Report	Within 15 calendar days of receiving Sonoma Water approval of draft

2.2. Task 2: Annual Preventative Maintenance and Cleaning

- a. Perform the following services annually at 404 Aviation Boulevard in Santa Rosa, Sonoma Valley County Sanitation District Treatment Plant, Airport-Larkfield-Wikiup Sanitation Zone Treatment Plant, and Geyserville Treatment Plant:
 - i. Conduct direct current (DC) operating current test of each series strings of PV modules. As part of annual maintenance and cleaning report, document test in a table that includes the following
 - a) Instrument used to perform test
 - b) String identification with current reading
 - c) Date of current reading
 - d) Name of individual performing test
 - ii. Conduct open circuit voltage test of all strings, combiner boxes, and controllers. If a string's voltage deviates 10 % from the average string in the PV system, test each individual panel of that string to determine which panels are not performing Document test in a table that includes the following:
 - a) Instrument used to perform test
 - b) Site plan with module identification/naming scheme
 - c) Date when open circuit voltage reading was performed
 - d) String identification with corresponding voltage reading; and each panel voltage if string deviates from average as described above
 - e) Name of individual performing test
 - iii. Conduct infrared camera test of electrical terminations and equipment
 - a) Perform on a cloudless sunny day with a solar irradiance of 500W/m² or higher.
 - b) Document test in a table that includes the following:
 - (i) Solar irradiance on date when test was performed (W/m²)
 - (ii) Solar irradiance value on day when test was performed
 - (iii) Instrument used to perform test

- (iv) Instrument used to determine irradiance
 - (v) Criteria used to determine what a “hot spot” is
 - (vi) Photo submission of “hot spot” areas
 - (vii) Site plan with “hot spot” areas indicated
 - (viii) Name of individual performing test
 - (ix) Date when test was performed
- iv. Conduct inverter solar PV System Commissioning test
- a) Document test in a table that includes the following:
 - (i) Instrument used to perform test
 - (ii) Inverter Identification
 - (iii) DC input (voltage and current)
 - (iv) AC actual and rated output (voltage, current, power, harmonics)
 - (v) Overall inverter performance
 - (vi) Inverter expected longevity
 - (vii) Details of any deviations/data gaps
 - (viii) Name of individual performing test
- v. Conduct disconnect switch test
- a) Document test in a table that includes the following:
 - (i) List of switches with rated ampacity and location
 - (ii) Disconnect switch voltage and current output readings in on and off position
 - (iii) Name of individual performing test
 - (iv) Date test was performed
- vi. Conduct ground system test
- a) Document test in a table that includes the following:
 - (i) Name of individual performing test
 - (ii) Ground system test methodology and instrument used
 - (iii) Date test was performed
 - (iv) Photo of equipment grounding bus in installations
 - (v) Photo of equipment grounding conductor with corresponding resistance reading in ohms
 - (vi) Photos of grounded equipment with corresponding voltage reading to ensure proper equipment grounding
 - (vii) Site Plan with depiction of probe position during grounding tests
- vii. Conduct torque test on electrical terminations
- a) Document test in a table that includes the following:
 - (i) Complete torque tests for all electrical terminations on the AC side of the PV system to the point of connection with non-PV electrical system. Isolate PV system from line side to avoid PG&E shutdown
 - (ii) Name of individual performing test
 - (iii) Manufacturer/model number of torque tester used and torque seal used
 - (iv) Date test was performed

- (v) Single line diagram indicating where test was performed
- (vi) Manufacturer recommended torque for connection
- (vii) Table that includes the location of the connection with recording of torque reading
- (viii) Photo of electrical connection where torque reading was taken
 - a) Once the connection is at the proper torque, use a torque seal to mark the connection

viii. Visual Inspection

- a) As part of annual maintenance and cleaning report, provide a written narrative describing each of the following sections.
- b) Visually inspect system mechanical components
 - (i) Check and report current condition of mounting PV System and other hardware for corrosion or damage.
 - (ii) Submit site plan with compromised components indicated, including corresponding photo of damaged component.
- c) Visually check for physical damage or defects in PV System modules
 - (i) Submit site plan with compromised components indicated, including corresponding photo of damaged component.
- d) Visually inspect Inverter and inverter pad/enclosure
 - (i) If inverter/enclosure has been compromised, include photo of compromised component.
- e) Visually inspect alternating current (AC) and DC electrical components
 - (i) Inspections of AC wiring, including inspection of electrical boxes and switchgear for corrosion or intrusion of water or insects, as well as of DC wiring, looking for cracks, defects, overheating, arcing, short or open circuits, and ground faults
 - (ii) Inspect DC string wiring and wiring disconnection materials and components. Inspect for physical and ultraviolet (UV) damage, attachment means, and condition of wiring disconnection components (such as corrosion or grip)
 - (iii) Submit site plan with compromised components indicated, include corresponding photo of damaged component.
- f) Inspect combiner boxes, torque connections
 - (i) Open and visually inspect combiner boxes for evidence of moisture ingress as well as insect and/or rodent activity or damage. Open each combiner box and check that no fuses have blown and that electrical connections are tight. Replace fuses with proper fuses as needed.
 - (ii) If components are compromised, submit a photo of compromised component and provide recommendation of why the component was compromised and how to remedy the compromised component.
- g) Inspection and cleaning of control enclosures and components
 - (i) Inspect for UV damage and/or degradation

- (ii) Submit site plan with compromised control enclosures and components indicated, include corresponding photo of damaged component.
 - h) Visually inspect grounding connections and conductors
 - (i) Submit site plan with compromised grounding connections and conductors indicated, include corresponding photo of damaged component.
- ix. Cleaning
 - a) As part of annual maintenance and cleaning report, provide a narrative describing the cleaning activities performed, including but not limited to:
 - (i) Clean and inspect Inverter heat sink per manufacturer recommendations
 - (ii) Clean, inspect, and test other inverter heat dissipation/cooling components (such as fans)
 - (iii) Inverter filter cleaning
 - (iv) Inverter pad/container cleaning
- x. Maintenance
 - a) System maintenance activities including but not limited to:
 - (i) Inverter repair/part replacement
 - (ii) Inverted filter replacement
 - (iii) Inverter AC fuse(s) replacement as needed. Report which fuse(s) had opened and report conclusions drawn from the fuse(s) malfunction origin.
 - (iv) Replace fuse(s) on DC source circuits to inverter as needed
 - (v) Sensor calibration
 - (vi) Electrical and ground connections system maintenance
 - (vii) Corrosion protection
 - (viii) Enclosure repair
 - b. Perform the following services annually at each site:
 - i. Coordinate shutting down inverters with Sonoma Water prior to cleaning. Clean panels manually with water or mild dishwashing detergent using a hose and squeegee. Rinse with DI water or tap water with an approved surfactant and squeegee after final rinse. Perform cleaning early in the day or on an overcast day.
 - ii. Clean panels as requested by Sonoma Water for entire PV System for each additional cleaning.
 - c. Report: Submit to Sonoma Water a written annual maintenance and cleaning report of work performed for each PV System that contains the following:
 - i. Table of Contents
 - ii. System Testing, documented as noted above
 - iii. Visual Inspection, documented as noted above
 - iv. Maintenance, documented as noted above

- v. Summary of findings for each site
- vi. Detailed description of work performed
- vii. Inspection instrumentation requirements, including:
 - a) Table indicating manufacturer and model number of instrument used for PV System testing, individual performing test, and last date of instrument calibration
 - b) Calibration data sheets for instruments used during PV System testing

Deliverable	Due Date
Annual Maintenance and Cleaning Report	Within 45 calendar days of Service Provider's performing annual maintenance and cleaning

2.3. Task 3: Troubleshooting and Repair:

- a. During Service Provider's annual preventative maintenance performed under Task 2.2, if equipment is found to be malfunctioning, and Service Provider can repair the system to functionality within the same service visit, notify Owner in writing of potential solution including cost (\$10,000 maximum per issue) and timeframe to remedy. Upon written approval of Owner agreeing to cost and timeframe, perform the work to remedy the malfunction. Upon completion of remedy, submit written summary of remedy work performed and verification with photos that PV System is functioning properly (Summary Report).

Deliverable	Due Date
Summary Report for each issue	Within 7 calendar days of each issue resolved

3. **DELIVERABLES**

- 3.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Sonoma Water.
- 3.2. Comply with requirements of Article 12 (Content Online Accessibility).

Exhibit B

Schedule of Costs

PERSONNEL	
Title	Rates not Subject to Prevailing Wage
Service Technician	\$300 per hour
Emergency Service, 24 hours	\$500 per hour
Administrative Staff	\$125 per hour
PREVAILING WAGES	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	
EXPENSES	
Item	Cost
Horizontal Directional Drill, 36" Bore Diameter	\$10,000 per day
Horizontal Directional Drill, Rock	\$20,000 per day
Horizontal Directional Drill, 18"	\$4,500 per day
Vacuum Excavation	\$1,500 per day
Bucket Truck	\$1,000 per day
Gradall	\$1,000 per day
Skid Steer	\$1,000 per day
Excavator	\$1,000 per day

Exhibit C

Estimated Budget for Scope of Work

Data Collection and Servicing per Site	Initial Assessment	Year 1	Year 2	Year 3	Year 4	Year 5	Five Year Total
404 Aviation Blvd (Roof Mount, Parking Lot Structure)	\$6,750.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$18,750.00
Airport Treatment Plant (Ground Mount)	\$6,750.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$26,750.00
Sonoma Valley County Sanitation District (Ground Mount Tracker)	\$13,500.00	\$8,200.00	\$8,200.00	\$8,200.00	\$8,200.00	\$8,200.00	\$54,500.00
Geyserville Treatment Plant (Ground Mount)	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$14,400.00
Troubleshooting and Repair		\$40,000					\$40,000
Total							\$154,400.00

Cleaning by Site (1/year)	Year 1	Year 2	Year 3	Year 4	Year 5	Five Year Total
404 Aviation Blvd (Roof Mount, Parking Lot Structure)	\$3,450.00	\$3,450.00	\$3,450.00	\$3,450.00	\$3,450.00	\$17,250.00
Airport Treatment Plant (Ground Mount)	\$3,620.00	\$3,620.00	\$3,620.00	\$3,620.00	\$3,450.00	\$17,930.00
Sonoma Valley County Sanitation District (Ground Mount Tracker)	\$4,750.00	\$4,750.00	\$4,750.00	\$4,750.00	\$3,450.00	\$22,450.00
Geyserville Treatment Plant (Ground Mount)	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$3,750.00
Total						\$61,380.00

Exhibit D

Insurance Requirements

With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Service Provider from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Service Provider has employees as defined by the Labor Code of the State of California.
- b. If Service Provider currently has no employees as defined by the Labor Code of the State of California, Service Provider agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Service Provider maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Service Provider.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Service Provider in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Service Provider and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Service Provider currently owns no autos, Service Provider agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.5. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 17/18-089.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, or 1.3, above.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Service Provider shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. Service Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.7. Material Breach

- a. If Service Provider fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Service Provider, Sonoma Water may deduct from sums due to Service Provider any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.



WESTSOL-CL

CMEES1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2020

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

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

PRODUCER License # 0603247 George Petersen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402		CONTACT NAME: PHONE (A/C, No, Ext): (707) 525-4150 FAX (A/C, No): (707) 525-4175 E-MAIL ADDRESS: info@gpins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Tokio Marine Specialty Insurance	
		INSURER B: California Automobile Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

Energy Endeavors dba: Westcoast Solar Energy
2975 Dutton Avenue #B
Santa Rosa, CA 95407

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		PPK2018619	7/31/2019	7/31/2020	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 4,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA040000056769	1/19/2020	1/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Solar Maintenance

Sonoma County Water Agency, its officers, agents and employees are named Additional Insured with respect to General Liability per PIC-EPAC-300 (12/16). Primary Wording applies per PIC-EPAC-704 (12/16). All forms and/or endorsements attached.

CERTIFICATE HOLDER**CANCELLATION**

Sonoma County Agency
404 Aviation Blvd.
Santa Rosa, CA 95403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED - BLANKET
OWNERS, LESSEES OR CONTRACTORS - ONGOING OPERATIONS**

This endorsement modifies and is subject to the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS ENVIRONMENTAL COVERAGE**SCHEDULE

Additional Insured Person(s) or Organization(s)	Location(s) of Covered Operations
<ol style="list-style-type: none"> Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above. 	Those job sites as required in the performance of your work or your contracting operations for the additional insured.
If not shown above, information required to complete this endorsement will be shown in the Declarations.	

The following amendments are made to the Commercial General Liability (CGL) and Contractor Environmental Coverage (CEC) insurance coverages:

A. Section II – Who Is An Insured of the CGL Coverage Part and **Section II – Definitions, M. “Insured”** of the CEC Coverage Part are amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury", "loss" or "remediation expense" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage", "loss" or "remediation expense" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or
3. All work defined by "completed operations" of the CEC Coverage Part.

All other policy terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY - BLANKET

This endorsement modifies and is subject to the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
PROFESSIONAL LIABILITY COVERAGE
CONTRACTOR ENVIRONMENTAL COVERAGE**

It is hereby agreed that **COMMON POLICY TERMS AND CONDITIONS Section I. APPLICABLE TO COMMERCIAL GENERAL LIABILITY, CONTRACTORS ENVIRONMENTAL COVERAGE AND PROFESSIONAL LIABILITY COVERAGE FORMS**, Paragraph E. Other Insurance is amended by adding the following paragraph:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a "Named Insured" under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) Such contract or agreement was executed prior to the date that operations or professional services performed by you first commenced.

All other policy terms and conditions remain unchanged.