

Board of Supervisors Agenda Item Report

Submitting Department: General Services Administration

Meeting Date: June 23, 2020

SUBJECT

General Services Administration: Energy Services – Public Hearing Notice for Facility Solutions Agreement and Operations and Maintenance Agreement with Famand, Inc. (dba, SitelogIQ)

Recommendation:

Discussion and possible action to 1) Adopt the Resolution and Findings and; 2) Authorize the CAO to execute all necessary documents for Facility Solutions Agreement and Operations and Maintenance Agreement with Famand, Inc. (dba, SitelogIQ) for energy conservation measures listed on the attached Energy Conservation Findings and Facility Solution for the County.

4/5 vote required:

No

Distribution Instructions:

Jon Hopkins

ATTACHMENTS

- [Energy Services Public Hearing for Energy Conservation Memo 6.23.20.pdf](#)
- [Energy Findings PP for Board Meeting 6.23.20.pptx](#)
- [County of Amador & SitelogIQ Solar O&M Agreement 6.16.20_Final.pdf](#)
- [SitelogIQ Construction and Maintenance Resolution 6.23.20.pdf](#)
- [County of Amador SitelogIQ Installation Agreement 6.16.20_Final.pdf](#)

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6744 FAX: (209) 223-0749 E-MAIL: jhopkins@amadorgov.org



SUMMARY MEMORANDUM

TO: Board of Supervisors

FROM: Jon Hopkins, GSA Director *Hop*

DATE: June 1, 2020

SUBJECT: Energy Services – Public Hearing Notice for Facility Solutions Agreement and Operations and Maintenance Agreement with Famand, Inc. (dba, SitelogIQ)

Background: The Energy Services RFQ 18-17 resulted in the Board taking action on January 22, 2019 to award a contract to Famand Inc.; (dba Indoor Environmental Services and dba SitelogIQ) to perform an investment grade audit (IGA). The IGA (Energy Conservation Findings and Facility Solution for the County; attached) provides detailed descriptions of recommended energy improvements, estimated costs of the improvements, operations and maintenance costs and utility cost savings projected to result from the recommended improvements. This information was presented to the Board of Supervisors (Board) on April 14, 2020 and approved to proceed with Public Hearing notices for energy services contracts and financing/loan documents with California Energy Commission (CEC) and Pacific Gas & Electric (PG&E).

The findings maximized the total available CEC funding in an amount of \$3,000,000.00 at 1% with a term of 18 years for the installation of solar energy and replacement of various HVAC units. The findings further show lighting retrofitting in an amount not to exceed \$460,643.00 at 0% with a term of 10 years with PG&E.

Subject or Key Issue: Notice of Public Hearing for resolution to adopt certain findings and approve a Facility Solutions Agreement and Operations and Maintenance Agreement with Famand, Inc. (dba, SitelogIQ) for energy related improvements at County facilities.

Analysis: Government Code Sections (GC) 4217.10 through 4217.18 requires a public hearing to enter into energy services contracts "Facility Solutions Agreement" (Gov. Code 4717.18) on the basis of the experience of the contractor, the type of technology employed by the contractor, the cost to the local agency, and any other relevant considerations. At a properly noticed public hearing, the Board of Supervisors is required to present its findings required by Gov. Code Section 4217.12 and to receive public comment. The findings shall provide, "that the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases." Please see the attached Energy Conservation Findings. Said Public Notice was given at least two weeks in advance.

Alternatives: Self perform some or all of the work or; do not enter into agreement for installation or O&M.

Fiscal or Staffing Impacts: Over sight of installation.

4/5ths vote: No

Recommendation(s): Discussion and possible action to 1) Adopt the Resolution and Findings and; 2) Authorize the CAO to execute all necessary documents for Facility Solutions Agreement and Operations and Maintenance Agreement with Famand, Inc. (dba, SitelogIQ) for energy conservation measures listed on the attached Energy Conservation Findings and Facility Solution for the County.

Attachments: Energy Conservation Findings and; Resolution and; Facility Solutions Agreement and Operations and Maintenance Agreement with Famand, Inc. (dba, SitelogIQ)

c: Chuck Iley, CAO
file



ENERGY CONSERVATION FINDINGS & FACILITY SOLUTIONS FOR THE COUNTY OF AMADOR



May, 5 2020

1512 Silica Avenue
Sacramento, CA 95815

sitelogiq.com

1

INTRODUCTIONS



John J. Burdette III, CEM, CDSM, LEED AP
Director, ESCO West, Facility Solutions Division



Jessica Ritter
Governmental Relations, ESCO West



Dr. Eddie Jordan, P.E., PhD.
Director, ESCO West, Project Development



Kecia Davison
Vice President, Sales ESCO West



Core Values



AGENDA

1. Introduction
2. Project Timeline
3. Energy Management Services
Dashboard
4. Presentation of Facility Solutions Program
5. Project Summary
6. Open Discussion

AMADOR COUNTY PROJECT TIMELINE

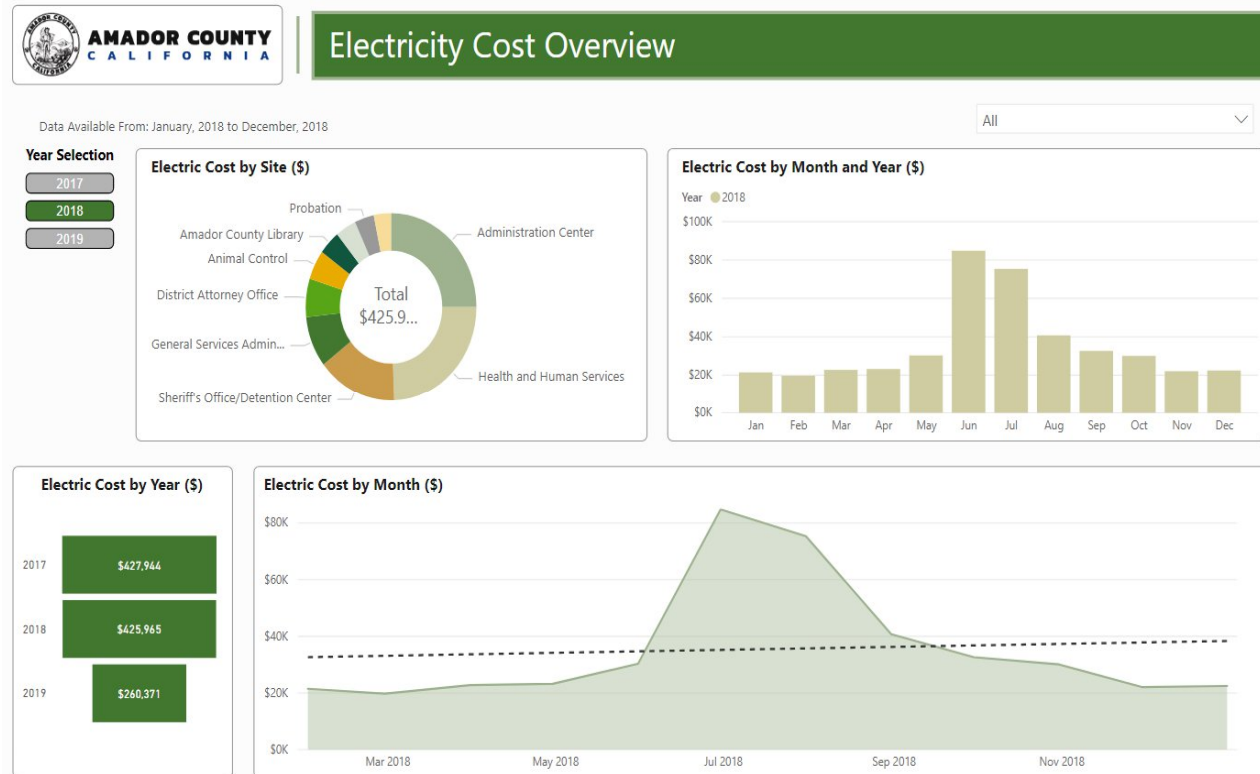
- September, 2018 RFQ Response
- November, 2018 Firm Interviews
- January, 2019 SitelogIQ Selected
- April, 2019 IGA Contract Signed
- July, 2019 IGA Completed
- August, 2019 IGA Presentation to Staff
- November, 2019 CEC ECAA Loan application approval & CEQA
- March 11, 2020 CEC Business meeting for approval of ECAA Loan
- March, 2020 Presentation to Special Committee
- May, 2020 ← Presentation to BOS



AMADOR COUNTY'S ENERGY MANAGEMENT SERVICES

Included:

- ✓ Energy & Project Dashboards
- ✓ Kiosk Display in Admin Building
- ✓ Solar Equipment Troubleshooting & Alerts
- ✓ Current & Historical Energy Data for Each Site
- ✓ Solar PV System Verification & Performance Tracking
- ✓ Cost Trends & Utility Rate Optimization
- ✓ Regular reporting for Project performance Tracking
- ✓ Optional Staff Trainings on Energy Management
- ✓ Investigate Industry & Utility Incentive & Rebate Program Updates
- ✓ CEC and OBF Reporting, as required



Investment Grade Audit PROJECT SUMMARY

SITE	ADDRESS	Included ECM's		
		HVAC Upgrades or Replacement	Lighting Retrofit	Solar
Administration Center	810 Court Street, Jackson, CA		X	X
District Attorney Office	708 Court Street, Jackson, CA		X	X
Sheriff's Office / Detention Center	700 Court Street, Jackson, CA	X	X	X
Probation	675 New York Ranch, Jackson, CA	X	X	
Library	530 Sutter Street, Jackson, CA			X
General Services Administration (GSA)	12200 Airport Rd, Suite B, Martell, CA	X	X	X
Corporation Yard	12200 Airport Rd, Suite C, Martell, CA	X		X
Animal Control	12340 Airport Rd., Martell, CA	X	X	X
Airport	12380 Airport Rd., Martell, CA	X		
Land Fill	6500 Buena Vista Rd., Lone, CA			X
		6	6	8

Total Project Cost \$ 3,460,643

20 Year Net Projected Savings \$3,935,271

30 Year Net Projected Savings \$11,125,101



SitelogIQ's Unique Funding Packages for the COUNTY OF AMADOR



FUNDING PACKAGE (1)

What's Included?



Solar at (8) Sites

- Admin Center
- DA Office
- Sherriff Office/Detention Center
- Library
- General Services Admin (GSA)
- Corp. Yard
- Animal Control
- Landfill



HVAC at (6) Sites

- Sherriff Office/Detention Center
- Probation
- General Services Admin (GSA)
- Corp. Yard
- Animal Control



Powersmiths Transformer (1) Site

- Admin Center

FUNDING PACKAGE 1 (18) Year Financial Highlights

Funded by the California Energy
Commission, Energy Conservation
Assistance Act (ECCA) 1% Interest Loan
Program

Total Cost: \$3,000,000

Payment Term: 18 Years

Payments Per Year: 2

Interest Rate: 1%

Utility Escalation Rate: 5% Annually

Service Escalation Rate: 3% Annually

Year	Planning Expense	Annual Finance Payment	Solar O&M Service Agreement, Data Validation, CEC Reporting, Energy Dashboard	Material Replacement Cost Savings (3 year average)	Project Savings	Annual Savings	Cumulative Savings
2021	\$ -	\$ -	\$ -	\$ 34,953	\$ 179,496	\$ 214,449	\$ 214,449
2022	\$ -	\$ 178,001	\$ 23,853	\$ 34,953	\$ 179,496	\$ 12,595	\$ 227,044
2023	\$ -	\$ 178,001	\$ 24,569	\$ 36,002	\$ 188,471	\$ 21,903	\$ 248,947
2024	\$ -	\$ 178,001	\$ 25,306	\$ 37,082	\$ 197,894	\$ 31,669	\$ 280,616
2025	\$ -	\$ 178,001	\$ 26,065	\$ 38,194	\$ 207,789	\$ 41,917	\$ 322,534
2026	\$ -	\$ 178,001	\$ 26,847	\$ 39,340	\$ 218,179	\$ 52,671	\$ 375,204
2027	\$ -	\$ 178,001	\$ 27,652	\$ 40,520	\$ 229,087	\$ 63,954	\$ 439,159
2028	\$ -	\$ 178,001	\$ 28,482	\$ 41,736	\$ 240,542	\$ 75,795	\$ 514,953
2029	\$ -	\$ 178,001	\$ 29,336	\$ 42,988	\$ 252,569	\$ 88,219	\$ 603,173
2030	\$ -	\$ 178,001	\$ 30,216	\$ 44,277	\$ 265,197	\$ 101,257	\$ 704,430
2031	\$ -	\$ 178,001	\$ 31,123	\$ 45,606	\$ 278,457	\$ 114,939	\$ 819,370
2032	\$ -	\$ 178,001	\$ 32,056		\$ 292,380	\$ 82,323	\$ 901,692
2033	\$ -	\$ 178,001	\$ 33,018	\$ -	\$ 306,999	\$ 95,980	\$ 997,672
2034	\$ -	\$ 178,001	\$ 34,009	\$ -	\$ 322,349	\$ 110,339	\$ 1,108,011
2035	\$ -	\$ 178,001	\$ 35,029	\$ -	\$ 338,466	\$ 125,437	\$ 1,233,448
2036	\$ -	\$ 178,001	\$ 36,080	\$ -	\$ 355,390	\$ 141,309	\$ 1,374,757
2037	\$ -	\$ 178,001	\$ 37,162	\$ -	\$ 373,159	\$ 157,996	\$ 1,532,753
2038	\$ -	\$ 178,001	\$ 38,277	\$ -	\$ 391,817	\$ 175,539	\$ 1,708,292
2039	\$ -	\$ 178,001	\$ 39,425	\$ -	\$ 411,408	\$ 193,982	\$ 1,902,274
2040	\$ -	\$ -	\$ 40,608	\$ -	\$ 431,979	\$ 391,370	\$ 2,293,644
2041	\$ -	\$ -	\$ 41,826	\$ -	\$ 453,577	\$ 411,751	\$ 2,705,396
2042	\$ -	\$ -	\$ 43,081	\$ -	\$ 476,256	\$ 433,175	\$ 3,138,571
2043	\$ -	\$ -	\$ 44,374	\$ -	\$ 500,069	\$ 455,696	\$ 3,594,266
2044	\$ -	\$ -	\$ 45,705	\$ -	\$ 525,073	\$ 479,368	\$ 4,073,634
2045	\$ -	\$ -	\$ 47,076	\$ -	\$ 551,326	\$ 504,250	\$ 4,577,884
2046	\$ -	\$ -	\$ 48,488	\$ -	\$ 578,893	\$ 530,404	\$ 5,108,289
2047	\$ -	\$ -	\$ 49,943	\$ -	\$ 607,837	\$ 557,894	\$ 5,666,183
2048	\$ -	\$ -	\$ 51,441	\$ -	\$ 638,229	\$ 586,788	\$ 6,252,971
2049	\$ -	\$ -	\$ 52,984	\$ -	\$ 670,140	\$ 617,156	\$ 6,870,127
2050	\$ -	\$ -	\$ 54,574	\$ -	\$ 703,647	\$ 649,074	\$ 7,519,200
2051	\$ -	\$ -	\$ 56,211	\$ -	\$ 738,830	\$ 682,619	\$ 8,201,819
Totals	\$ -	\$ 3,204,018	\$ 1,134,816	\$ 435,650	\$ 12,105,003	\$ 8,201,819	\$ 8,201,819

Includes 10% Overhead & 5% Profit



FUNDING PACKAGE (1)

Additional SiteLogIQ Benefits

- ✓ Engineered drawings as necessary for permit acquisition.
- ✓ Turn Key Construction Services.....nothing required of the County & 24/7 Service Department.
- ✓ As built drawings.
- ✓ Inverter(s) warranty at 20 years. Solar Panel Warranty at 25 Years.
- ✓ SiteLogIQ will provide all Solar maintenance and operation including preventative maintenance, repairs & panel washing as needed (Including 1 comprehensive site inspection per year).
- ✓ Assistance with all loans and energy incentive programs available.
- ✓ Guarantee 90% kWh Solar production (i.e. guaranteed savings) & Kiosk.
- ✓ Complete turnkey system ready to use with no money out-of-pocket from the County & No change orders.
- ✓ Energy Management Services. (Web Based Dashboard)



LIGHTING PROJECT SUMMARY

- Replace older generation lamps and ballasts with new, more efficient, longer lasting LED lamps
- Designed with 2018 Title 24 codes to ensure compliance
- Benefits Include:
 - ✓ Standardizes LED lighting across County
 - ✓ Better quality lighting
 - ✓ Saving in energy cost
 - ✓ Longer life of lamps
 - ✓ Substantial reduction in maintenance costs

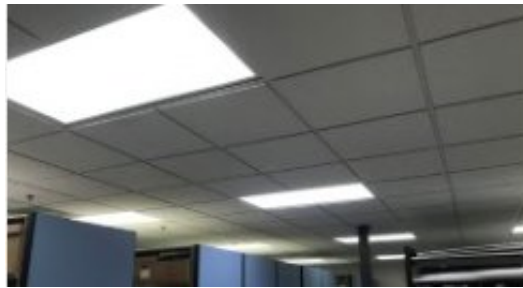
SITE	ADDRESS	Included ECM's
		Lighting Retrofit
Administration Center	810 Court Street, Jackson, CA	X
District Attorney Office	708 Court Street, Jackson, CA	X
Sheriff's Office / Detention Center	700 Court Street, Jackson, CA	X
Probation	675 New York Ranch, Jackson, CA	X
Library	530 Sutter Street, Jackson, CA	
General Services Administration (GSA)	12200 Airoirt Rd, Suite B, Martell, CA	X
Corporation Yard	12200 Airoirt Rd, Suite C, Martell, CA	
Animal Control	12340 Airport Rd., Martell, CA	X
Airport	12380 Airport Rd., Martell, CA	
Land Fill	6500 Buena Vista Rd., Lone, CA	
		6

Total Lighting Project Investment \$ 460,643

Net Savings Year 1 \$4,678



FUNDING PACKAGE (2) What's Included?



Lighting at (6) Sites

- Admin Center
- DA Office
- Sherriff Office/Detention Center
- Probation
- General Services Admin (GSA)
- Animal Control



FUNDING PACKAGE (2)

Financial Highlights

Funded by the PG&E On Bill Financing
0% Interest Loan Program

Year	Planning Expense	Annual Finance Payment	Project Savings	Annual Savings	Cumulative Savings
0	\$ -	\$ -	\$ 12,686	\$ 12,686	\$ 12,686
1	\$ -	\$ 46,064	\$ 50,742	\$ 4,678	\$ 17,363
2	\$ -	\$ 46,064	\$ 53,279	\$ 7,215	\$ 24,578
3	\$ -	\$ 46,064	\$ 55,943	\$ 9,879	\$ 34,457
4	\$ -	\$ 46,064	\$ 58,740	\$ 12,676	\$ 47,133
5	\$ -	\$ 46,064	\$ 61,677	\$ 15,613	\$ 62,746
6	\$ -	\$ 46,064	\$ 64,761	\$ 18,697	\$ 81,442
7	\$ -	\$ 46,064	\$ 67,999	\$ 21,935	\$ 103,377
8	\$ -	\$ 46,064	\$ 71,399	\$ 25,335	\$ 128,712
9	\$ -	\$ 46,064	\$ 74,969	\$ 28,905	\$ 157,617
10	\$ -	\$ 46,064	\$ 78,717	\$ 32,653	\$ 190,270
11	\$ -	\$ -	\$ 82,653	\$ 82,653	\$ 272,923
12	\$ -	\$ -	\$ 86,786	\$ 86,786	\$ 359,709
13	\$ -	\$ -	\$ 91,125	\$ 91,125	\$ 450,835
14	\$ -	\$ -	\$ 95,682	\$ 95,682	\$ 546,516
15	\$ -	\$ -	\$ 100,466	\$ 100,466	\$ 646,982
16	\$ -	\$ -	\$ 105,489	\$ 105,489	\$ 752,471
17	\$ -	\$ -	\$ 110,763	\$ 110,763	\$ 863,234
18	\$ -	\$ -	\$ 116,302	\$ 116,302	\$ 979,536
19	\$ -	\$ -	\$ 122,117	\$ 122,117	\$ 1,101,653
20	\$ -	\$ -	\$ 128,223	\$ 128,223	\$ 1,229,875
21	\$ -	\$ -	\$ 134,634	\$ 134,634	\$ 1,364,509
22	\$ -	\$ -	\$ 141,365	\$ 141,365	\$ 1,505,874
23	\$ -	\$ -	\$ 148,434	\$ 148,434	\$ 1,654,308
24	\$ -	\$ -	\$ 155,855	\$ 155,855	\$ 1,810,163
25	\$ -	\$ -	\$ 163,648	\$ 163,648	\$ 1,973,811
26	\$ -	\$ -	\$ 171,830	\$ 171,830	\$ 2,145,641
27	\$ -	\$ -	\$ 180,422	\$ 180,422	\$ 2,326,063
28	\$ -	\$ -	\$ 189,443	\$ 189,443	\$ 2,515,506
29	\$ -	\$ -	\$ 198,915	\$ 198,915	\$ 2,714,422
30	\$ -	\$ -	\$ 208,861	\$ 208,861	\$ 2,923,282
Totals	\$ -	\$ 460,643	\$ 3,383,925	\$ 2,923,282	\$ 2,923,282

Total Cost:	\$460,643
Payment Term:	10 Years
Payments Per Year:	12
Interest Rate:	0%
Utility Escalation Rate:	5% Annually

Includes 10% Overhead & 5% Profit



FUNDING PACKAGE (2)

Additional SiteLogIQ Benefits

- ✓ Retrofit of existing fixtures with new, high efficiency LED lamps.
- ✓ 24/7 Service Department.
- ✓ Room by room list of lighting fixtures at each County facility.
- ✓ Full submittal package including, specification sheets, operations manuals, warrantee information.
- ✓ Installation of lighting systems.....nothing required of the County.
- ✓ Assistance with all loans and energy incentive programs available.
- ✓ Complete turn-key system ready to use with no money out-of-pocket from the County.
- ✓ 50,000 Hour Lamp & Ballast life (approx. 15 - 18 years)



HVAC Replacements – County Jail

- Replace (4) Packaged Units and five (5) Split Units with new high efficiency units
- Total tonnage = 25 Tons
- Benefits Include:
 - ✓ Replaces old equipment
 - ✓ Saving in energy cost
 - ✓ Reduces maintenance cost
 - ✓ Increased comfort



HVAC Replacements – Animal Control

- Replace (9) Split Units with new high efficiency units
- Total tonnage = 35 Tons
- Benefits Include:
 - ✓ Replaces old equipment
 - ✓ Saving in energy cost
 - ✓ Reduces maintenance cost
 - ✓ Increased comfort



HVAC Replacements – GSA Ag. Building B & Corp Yard

- Replace (12) Split Units & (1) Packaged HP with new high efficiency units
- Total tonnage = 46.5 Tons
- Benefits Include:
 - ✓ Replaces old equipment
 - ✓ Saving in energy cost
 - ✓ Reduces maintenance cost
 - ✓ Increased comfort



HVAC Replacements – Airport

- Replace (1) Packaged Unit with new high efficiency units
- Total tonnage = 3.0 Tons
- Benefits Include:
 - ✓ Replaces old equipment
 - ✓ Saving in energy cost
 - ✓ Reduces maintenance cost
 - ✓ Increased comfort



HVAC Replacements – Probation Office

- Replace (3) Packaged Units with new high efficiency units
- Total tonnage = 15 Tons
- Benefits Include:
 - ✓ Replaces old equipment
 - ✓ Saving in energy cost
 - ✓ Reduces maintenance cost
 - ✓ Increased comfort



SITE SPECIFIC SOLAR DRAWINGS

DA, Sheriff, Jail & Admin
700-810 Court Street



+ Powersmiths Transformer

Animal Services, GSA & Corp
Yard
12200 Airport Road



SITE SPECIFIC SOLAR DRAWINGS

Library
530 Sutter Street



Land Fill
6500 Buena Vista Rd.



FINANCIAL HIGHLIGHTS

	<u>Package 1 (20 year)</u>	<u>Package 2 (Lighting)</u>
Project Investment	\$3,000,000	\$460,643
First Year Cumulative (Net) Savings (Positive Cash Flow)	\$214,449	\$4,678
Total Program Savings 30 Years	\$8,201,819	\$2,923,282
Energy Conservation Measures	Solar, HVAC Transformer	Lighting (6) Sites
Financing Type	CEC ECAA	PG&E OBF
Financing Term	18 Year	10 Year
Financing Rate	1%	0%



ENVIRONMENTAL BENEFITS

The Proposed Solar Array for the County of Amador will Produce 1,129,114 kWh of Electricity Annually.

Equivalent to: 1,760,014 Pounds of CO₂ Removed from the Environment.



WHY SITELOGIQ?

Self-Performance of Work

SitelogIQ self-performs the majority of the work on the projects. Our Mechanical, Electrical and Plumbing groups provide superior project execution with a single point of contact at a lower cost than our competition

Guaranteed Fixed Cost

Because SitelogIQ self-performs most of the work, from initial concept to final sign off, we guarantee a Lump Sum Fixed Price for program implementation. We design, implement, and commission the program, no one else to point the finger at.

Guaranteed Workmanship & Savings

SitelogIQ delivers a variety of energy-efficiency solutions from solar, lighting, and HVAC replacement solutions. We provide a guarantee on not just the energy savings but the quality of workmanship as well.

Manufacturer Agnostic

SitelogIQ does not represent or manufacture any product or equipment. This allows us to provide the “Best Solution” for our clients without trying to force our brand as part of the solution.

Service Presence & Capacity

SitelogIQ provides 24/7/365 service, and boasts the largest service department of any ESCO in California. Our service capabilities are greater than all CA's other ESCO's combined!

Financial Solutions

SitelogIQ provides multiple funding options and assistance including 0% Interest Loans.

Sustainability (Climate Action Plan)

SitelogIQ provides environmentally-preferred solutions across all of our service offerings that help local governments meet their AB32 required Climate Action Plans or (CAP).



NEXT STEPS WORKSHEET

Item:

CEC Business Meeting for ECAA Loan - Approved!!

Special Committee Meeting

BOS Presentation

Contract Review & Negotiations

Post 2-Week notice of Financing & 4217 Contract

Public Hearing for Financing & 4217 Contract

Contract Approval

Date:

March 11, 2020

March 31, 2020

April 14, 2020

TBD May, 2020

TBD May, 2020

TBD May, 2020 BOS Mtg.

TBD June, 2020



An aerial view of a city skyline at sunset. The sky is filled with dramatic, golden-orange clouds. A prominent skyscraper with a dark facade and two towers is visible on the left. A semi-transparent blue horizontal band with a fine grid pattern is overlaid across the middle of the image. The text "Any questions?" is centered within this band in a white, sans-serif font. In the bottom right corner, the "siteLogiq" logo is visible, with "site" in orange and "Logiq" in blue, featuring a small sun icon above the "i".

Any questions?

siteLogiq

OPERATIONS & MAINTENANCE AGREEMENT

by and between

County of Amador

810 Court Street

Jackson, CA 95642

and

Famand, Inc

(dba SitelogIQ, Inc.)

1512 Silica Avenue

Sacramento, California 95815

TABLE OF CONTENTS

1.	DEFINITIONS.....	5
2.	SERVICES.....	5
2.1.	System Services	5
2.2.	Annual Reports and Meeting	5
2.3.	Warranty	6
2.4.	Insurance.....	8
2.5.	General Obligations of Owner	8
2.6.	Permits	8
2.7.	Telephone & Data Communication	9
2.8.	Removed	9
2.9.	Duty to Cooperate	9
3.	TERM	9
3.1.	Term.....	9
3.2.	Termination.....	10
4.	SERVICE FEES.....	11
4.1.	Compensation	11
4.2.	Late Payments.....	11
4.3.	Disputed Payments.....	12
5.	OPERATOR’S GUARANTEE	12
6.	MISCELLANEOUS	13
6.1.	No Partnership	13
6.2.	Party Representatives.....	13
6.3.	Notices and Demands.	14
6.4.	Fingerprinting.	14

6.5.	Force Majeure Event.....	14
6.6.	Dispute Resolution.....	15
6.7.	Indemnification.....	16
6.8.	Consequential Damages.....	17
6.9.	Limit of Liability.....	17
6.10.	Governing Law.....	17
6.11.	Removed.....	17
6.12.	Successors and Assigns.....	17
6.13.	Announcements and Publications.....	18
6.14.	No Waiver.....	18
6.15.	Validity.....	18
6.16.	Priority of Documents.....	18
6.17.	Time of Essence.....	18
6.18.	Headings.....	18
6.19.	Binding Effect.....	19
6.20.	Counterparts; Signature Pages.....	19
6.21.	Complete Agreement.....	19

EXHIBITS

Exhibit A	Definitions
Exhibit B	System Services
Exhibit C	Insurance
Exhibit D	Permits
Exhibit E	Biennial Energy Production Evaluation
Exhibit F	Rates for Additional Services
Exhibit G	Energy Reporting and Management Services

OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement (“Agreement”) is entered into as of June 23, 2020, between the County of Amador, a County organized and existing under the laws of the State of California (“County”) and Famand Inc., a California corporation doing business as SitelogIQ, Inc (“Operator”).

RECITALS

WHEREAS, County desires to have Famand Inc., construct, install, and commission a small-scale photovoltaic solar electric facilities (individually called System, together called “Systems”).

WHEREAS, the Systems will be constructed at various client sites (individually called Site, together called Sites).

WHEREAS, the Systems and Sites are as follows:

System	Site
484.0 kW DC	Amador County DA, Sheriff, Jail and Admin 700-810 Court Street, Jackson, CA
175.0 kW DC	GSA, Corporate Yard, Animal Control 12200 Airport Road, Jackson, CA
42.9 kW DC	Land Fill 6500 Buena Vista Road, Ione, CA
38.5 kW DC	Library 530 Sutter Street, Jackson, CA

WHEREAS, Famand, Inc., a California corporation (“Installer”) and Owner have entered into a Facility Solutions Agreement (“FSA”) pursuant to which Installer has agreed to design, construct and deliver the Systems on behalf of Owner; and

WHEREAS, Operator (Famand, Inc.), in its capacity as operator hereunder, has agreed to operate and maintain the Systems under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in Exhibit A; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation”, (d) references to “Sections” and “Exhibits” shall be to sections and exhibits hereof; (e) the words “herein”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection hereof; and (f) references to this Agreement shall include a reference to all Exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time.

2. SERVICES

2.1. System Services

- (a) Throughout the Term of this Agreement, Operator shall provide System Services as set forth in Exhibit B for the Systems.
- (b) Operator shall perform a Biennial Energy Production Evaluation for each System.
- (c) System Services shall be performed in accordance with Industry Standards and Applicable Law for photovoltaic solar projects in California.
- (d) All periodic maintenance and inspection services shall be performed at regular intervals as described in Exhibit B
- (e) All maintenance and inspection services shall be performed by qualified technical personnel in accordance with the operation and maintenance manuals.
- (f) Operator personnel and agents will check-in at offices during business hours prior to beginning Work.
- (g) Repair of damaged/vandalized Systems shall be performed by Operator, as directed by Owner, at the rates specified in Exhibit F.
- (h) Any other Owner requested services not defined in this Agreement shall be billed at the rates specified in Exhibit F on a time and materials basis.

2.2. Annual Reports and Meeting

Throughout the Term, Operator shall furnish to Owner the annual maintenance/inspection report ("Annual Report") covering all Systems for the twelve-month period ending on December 31 of each calendar year. The first reporting period of the Term shall begin upon Final Completion (as set forth in the FSA) and extend through December 31. The Annual Report shall be submitted

within two (2) months from the period ending. The Annual Report shall include the following:

- a. Summary of operations;
- b. Weather and energy production data;
- c. Calculation of Cumulative Annual Energy Production;
- d. System performance data;
- e. Reports of any environmental disturbances (e.g. chemical spills);
- f. Safety/accident reports;
- g. Summary of Additional Services, if any;
- h. Maintenance and inspection logs; and
- i. Proposal of actions required to be taken by Operator, if any.

2.3. Warranty

- (a) Subject to the limitations set forth in this Section 2.3, commencing on the Final Completion Date, and for a period of ten (10) years, Operator warrants that the System will be free from defects in materials and workmanship under normal operating conditions and shall conform to the final System design provided by the Operator under the FSA. If the System has a defect that causes it to fail to conform to any of the foregoing Warranties, Operator will, with County's written approval, either repair or replace the portion of the System that is defective at no cost to the Owner.

Subject to the limitations set forth in this Section 2.3, commencing on the Final Completion Date for each system, Operator shall provide a ten (10) year warranty to protect against defects and undue degradation of electrical generation output of the Solar Plant ("Operator Warranty") in compliance with the California Public Utility Code 387.5(d)(4). Operator Warranty shall include the following:

- (i) Ten (10) year warranty to protect Owner against more than 15% degradation of electrical generation output that may occur as a result of faulty installation.
- (ii) Ten (10) year warranty to provide for no-cost repair or replacement of a defect not otherwise covered by Manufacturer Warranties provided such defect causes more than fifteen percent (15%) degradation of electrical generation output.

If the System has a defect that causes it to fail to conform to any of the foregoing Warranties, Operator will, with County's written approval, either repair or replace the portion of the Solar Plant that is defective at no cost to the Owner.

- (b) This Warranty shall not cover any defects to the extent such defect is caused by any of the following:

- (i) Alterations or repairs made to the System by anyone except for Operator or Operator's Subcontractors without Operator's prior written approval;
- (ii) Failure of the System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;
- (iii) Use of the System by anyone except for Operator or Operator's Subcontractors beyond the scope contemplated in its operating manuals or technical specifications;
- (iv) Damage to the System not caused directly or indirectly by Operator or its Subcontractors under any agreement between Operator and Owner;
- (v) Damage or property loss to the System caused by third parties including, but not limited to, vandalism and theft.
- (vi) Manufacture defects.
- (vii) Force Majeure Events; and
- (viii) A change in usage of the Site, which may affect building or site permits and related requirements, without the written approval of Operator, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein.

Corrections, repairs, or replacement covering the equipment, materials, and labor as a result of the defects above shall be billed at the rates specified in Exhibit F, on a time and materials basis if approved in writing by County.

- (c) The Operator Warranty assumes that all Manufacturer Warranties have been assigned to the Owner under the FSA . Operator's obligations under the Operator Warranty do not apply to defects in materials or equipment provided by Manufacturer Warranty. Operator makes no representation or warranty, and Owner shall seek no recourse from Operator, regarding the warranties of the manufacturers, including, without limitation, the power output of the PV modules.
- (d) To the extent that Equipment Warranties cover replacement and/or repair of any System equipment during the Term, it shall be Operator's responsibility under this Agreement to use commercially reasonable efforts to submit, process and pursue, at Operator's sole cost and expense, warranty coverage; provided, however, that, because warranty claims may

need to be submitted in the name of Owner, Owner shall provide such full and complete cooperation as Operator may reasonably require in connection with such submission, processing and pursuit of warranty coverage.

- (e) Operator agrees to act as agent on behalf of Owner for purposes of Section 2.3(d). If, in the event the equipment manufacturer denies responsibility for warranty service and Operator is instructed by Owner in writing to pursue action against the equipment manufacturer, whether through litigation or otherwise, Owner shall reimburse Operator for any of the costs, expenses, or repairs incurred by Operator in this context, even if such attempt to recover from the equipment manufacturer fails, provided that such failure is not the result of errors or omissions by Operator. Such costs shall be reimbursed by Owner to Operator within thirty (30) days of receipt of invoice.
- (f) This Warranty shall expire ten (10) years (one hundred twenty (120) months) after Final Completion Date for each System.
- (g) Except as expressly provided herein or in the Agreement, Operator expressly disclaims any and all warranties of any kind, express, implied or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose.

2.4. Insurance

Without limiting any of the obligations or liabilities of either of the Parties, each of the Parties shall at all times throughout the Term of this Agreement and any renewal thereof, carry and maintain, or cause to be carried and maintained, at its own expense, such insurances coverage in Exhibit C.

2.5. General Obligations of Owner

Owner shall ensure that Operator and its authorized agents, employees or Subcontractors shall have reasonable access to the Site in order to provide scheduled or unscheduled maintenance activities, maintenance of the grounds, emergency services, or to conduct other System Services, in all cases, to the extent that such activities and/or services are within the scope of this Agreement and are provided in accordance with the terms of this Agreement. Except in the case of an emergency, Operator shall give 48 hours prior written notice to the appropriate client site administrator, whose name and contact information shall be provided to Operator, before any entry onto the Site by Operator's employees, agents or contractors.

2.6. Permits

- (a) Subject to Section 2.6(c), Operator shall be responsible, at its sole cost and expense, for procuring, obtaining, maintaining and complying with all Operator Acquired Permits (Exhibit D) required to perform System Services under this Agreement;

- (b) Subject to Section 2.6(c), Owner shall be responsible for procuring, obtaining, maintaining and complying with all Owner Acquired Permits (Exhibit D) applicable as of the date hereof. If any new Owner Acquired Permits shall become required for the operation of the System due to a change in the Applicable Law after the date of this Agreement, Owner shall obtain such permits in a timely manner and at its sole cost and expense, except where such additional Owner Acquired Permits arise as a result of any omission, neglect or default of Operator, in which case Operator shall reimburse Owner for any costs or losses arising as a result of or in connection with procuring, obtaining, maintaining and complying with such Owner Acquired Permits.
- (c) To the extent that a Party is required to obtain any Applicable Permits, the other Party agrees to cooperate with and assist that Party in obtaining the same and the Party which is required to obtain such Applicable Permits shall reimburse the other Party for its reasonable costs in providing such assistance. Notwithstanding anything in this Agreement to the contrary, Operator shall be required to comply with Applicable Law as in effect on the date of this Agreement at no additional charge to Owner. Following the date of this Agreement, any costs incurred by Operator in performing its obligations hereunder resulting from changes in Applicable Permit conditions or requirements, or changes in Applicable Law, shall be borne by Owner except to the extent it does not involve an increase in the scope of System Services.

2.7. Telephone & Data Communication

Owner shall directly pay any utility or other third party service provider invoices as become due as may be required for Operator's remote access to telephone and/or data communications service available at the Site to the extent necessary for the performance by Operator of System Services under this Agreement. Owner will be responsible for all monthly service charges related to telephone and data communications services.

2.8. Removed

2.9. Duty to Cooperate

Owner shall cooperate with Operator in taking all actions reasonably requested by Operator (i) to ensure that parties with whom Owner has agreements or relationships that are essential to System Services are available and able to perform as contemplated in this Agreement. Owner shall be directly responsible for all utility costs (water, communication, electricity) of the System except to the extent that such costs arise as a result of the omission, neglect or default of Operator.

3. TERM

3.1. Term

- (a) The term of this Agreement ("Term") includes the period during which System Services are to be provided for the Systems and shall commence when the first System has achieved Final Completion (as defined in the FSA); and expire (i) one hundred twenty (120) months after the last System has achieved Final Completion.
- (b) The Term shall be subject to the provisions of Section 3.2 (Termination).
- (c) Termination of this Agreement shall be without prejudice to Operator's right to receive a proportional amount of the Service Fees that have accrued up to the date of Termination.
- (d) No later than one hundred eighty (180) calendar days prior to the end of the Term, Owner may request that the Term of this Agreement be extended by an additional ten (10) years. Parties shall negotiate an extension in good faith and in a timely fashion prior to the expiration of the Term, though neither Party shall be obligated to enter into an extension.

3.2. Termination

- (a) Owner may terminate this Agreement in the event of any of the following:
 - (i) Operator becomes Insolvent; or
 - (ii) Failure by Operator to perform any of its material obligations under this Agreement, which failure is not remedied within thirty (30) calendar days of written notice of such failure from Owner to Operator; provided that if such failure can be remedied, and (1) such failure cannot reasonably be remedied within such thirty (30) calendar day period, and (2) Operator commences cure of such failure within such thirty (30) calendar day period and thereafter diligently seeks to remedy such failure, then Owner shall not be entitled to terminate this Agreement until such time as Operator ceases all reasonable endeavors to cure such failure unless such failure continues for a period of a ninety (90) calendar days from the original written notice from Owner; or
 - (iii) A Force Majeure Event occurs which prevents Operator from providing a material part of System Services for a continuous period of at least one hundred eighty (180) calendar days and Owner reasonably concludes such prevention is not reasonably likely to be remedied within a further period of one hundred eighty (180) calendar days. Subject to Section 6.5, Owner shall compensate Operator for all System Services completed prior to the termination date.

- (b) Operator may terminate this Agreement in the event of any of the following:
- (i) Owner fails to pay to Operator any amounts due under this Agreement (other than any amounts which are the subject of a good faith dispute) within fifteen (15) calendar days of written notice of such failure from Operator to Owner, provided that failure to pay shall not be on account of the negligence or willful action or inaction of Operator; or
 - (ii) Material breach by Owner of any of its obligations under this Agreement, which materially impairs Operator's ability to perform its obligations under this Agreement, and which breach is not remedied within thirty (30) calendar days of written notice of such failure from Operator to Owner; provided that (1) if such failure can be remedied, and (A) such failure cannot reasonably be remedied within such thirty (30) calendar day period, and (B) Owner commences cure of such failure within such thirty (30) calendar day period, and thereafter diligently seeks to remedy such failure, then Operator shall not be entitled to terminate this Agreement until such time as Owner ceases reasonable efforts to cure such failure unless such failure continues for a period of ninety (90) calendar days from the original written notice from Operator; and (2) failure of Owner to perform its obligations is not on account of the negligence or willful action or inaction of Owner; or
 - (iii) Owner becomes Insolvent.

County reserves the right to terminate this Agreement with or without cause on ten (10 days) written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services satisfactorily rendered up to the effective date of termination, up to the maximum fee prescribed for any task.

4. SERVICE FEES

4.1. Compensation

As compensation for provision of System Services by Operator, Owner shall pay Operator an annual fee of \$23,853 inflating at 3.0% annually, for each year during the Term ("Service Fees"). Service Fees are due within thirty (30) calendar days of Invoice Date. First annual invoice will be submitted to the Owner upon Final Completion of all solar systems depicted in the FSA. All subsequent invoices will be submitted annually.

4.2. Late Payments

Overdue payment obligations of Owner hereunder shall bear interest from the date due until the date paid at a rate per annum equal to the rate published by the Wall Street Journal as the "prime

rate" on the date on which such interest begins to accrue plus two percent (2%).

4.3. Disputed Payments

In the event that Owner disputes any portion of an invoice submitted by Operator, Owner shall pay the undisputed portion thereof when due. All disputed payments shall be resolved in accordance Section 6.6.

5. OPERATOR'S GUARANTEE

- (a) Operator shall conduct and provide to Owner an evaluation each calendar year during the effective Term of the Agreement to determine the Cumulative Biennial Energy Production from all the Systems combined.
- (b) The Cumulative Biennial Energy Production shall be measured for two consecutive calendar years, January 1 to December 31 ("Annual Production Period"). No evaluation will be performed for the first partial period (Final Completion for all Systems to the first December 31 of the Term) and last partial period (last January 1 of the Term to Term expiration) due to incomplete data.
- (c) The Cumulative Biennial Energy Production shall be compared to the Expected Biennial Energy Production calculated upon Final completion for all the Systems combined to evaluate the performance of the Systems.
- (d) Operator hereby guarantees to Owner an energy output of ninety percent (90%) or greater of the Expected Biennial Energy Production as shown in Exhibit H, as adjusted per Exhibit E, for the aggregate of the Systems for each Biennial Production Period ("Energy Production Guarantee"), subject to the adjustments in Section 5(g), 5(h), 5(i), and 5(j).
- (e) The evaluation shall be conducted in accordance with the procedures provided in Exhibit E.
- (f) If the Systems fail to meet the Energy Production Guarantee, then within ninety (90) calendar days after the failure is identified, the Operator shall pay the Owner the difference between the Cumulative Biennial Energy Production and the Energy Production Guarantee for such period multiplied by the Power Payment for the year of the Biennial Production Period as defined in Exhibit H ("True-Up Refund").
- (g) If the Cumulative Biennial Energy Production is more than one hundred five percent (105%) of the Expected Biennial Energy Production, then the Owner shall give a kWh credit to the Operator for every kWh between the measured Cumulative Biennial Energy Production and one hundred five percent (105%) of the Expected Biennial Energy Production for such Biennial Production Period. Operator shall be entitled to apply this credit to any future Biennial Production Period at the Operator's sole discretion.

- (h) The Expected Biennial Energy Production for the combined Systems shall be reduced accordingly for the period of time any System is not in operation in connection with (a) temporary removal of the System, a movement to an alternate location, or a temporary shutdown of the System or any portion thereof; (b) the occurrence of an event of Force Majeure has temporarily impaired or disabled the operation of any System or any portion thereof; (c) Owner interferes with the System; (d) vandalism or theft, (e) Utility caused outages, or (f) any manufacturer defects that cause outages. Operator shall provide and justify data verifying the loss of generation using the System Model defined in Exhibit E.
- (i) Operator's Expected Biennial Energy Production shall proportionately terminate and be of no further force or effect if any System, or any portion thereof, is subject to a permanent shutdown or an event of Force Majeure occurs, the effect of which to permanently impair or interfere with the operation of the System, or any portion thereof.
- (j) The Parties agree that Owner shall avoid activities that result in overshadowing or shading of the Systems in a manner that would prevent Operator from satisfying its Energy Production Guarantee. In the event the Systems, or any portion thereof, is overshadowed or shaded in a manner that prevents Operator from satisfying its Energy Production Guarantee for any reason beyond the control of Operator, Owner agrees that Operator's Expected Biennial Energy Production shall be reduced accordingly. Operator shall provide and justify data verifying the loss of generation using the System Model of the System due to overshadowing or shading.

6. MISCELLANEOUS

6.1. No Partnership

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between or among the Parties or to impose any such obligation or liability upon any Party. No Party shall have any right, power or authority to enter into any contract or undertaking for or act as or be an agent or representative of, or otherwise bind, the other Party or Parties.

6.2. Party Representatives

- (a) Owner Representative. Owner designates, and Operator agrees to accept, Jon Hopkins as "Owner Representative" for all matters relating to Owner's performance under this Agreement. The actions taken by Owner Representative regarding such performance shall be deemed the acts of Owner and shall be fully binding on Owner. Owner may, upon written notice to Operator, change the designated Owner Representative.

- (b) Operator Representative. Operator designates, and Owner agrees to accept, Matt Spence, as "Operator Representative" for all matters relating to Operator's performance under this Agreement. The actions taken by Operator Representative shall be deemed the acts of Operator. Operator may, upon written notice to Owner, change the designated Operator Representative.

6.3. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) if sent by facsimile with confirmation. Mailed notices and facsimile notices shall be addressed as follows to:

Owner:

Name: County of Amador
Attention: Jon Hopkins, Director of General Services
Address: 12200 Airport Road, Jackson, Ca 95642

Phone:
Facsimile:
Email:

With a copy to:

Name: Amador county County Counsel
Attention: Greg Gillott, County Counsel
Address: 810 Court Street, Jackson, CA 95642

Operator:

SitelogIQ
Attention: Matt Spence, Vice President
1512 Silica Ave
Sacramento, CA 95815
Fax: (916) 348-3020
Email: matt.spence@sitelogiq.com

6.4. Fingerprinting.

Unless exempted, Operator and its Subcontractors shall comply with the applicable requirements of the Amador County Sheriff's Office with respect to fingerprinting of Operator and Subcontractor's employees and representatives who perform Work at the Site.

6.5. Force Majeure Event

- (a) Neither Party shall be considered to be in default of its obligations under this Agreement when and to the extent that performance of such obligations is prevented by any Force Majeure Event which arises after the date of this Agreement.
- (b) If either Party shall rely on the occurrence of a Force Majeure Event as a basis for being excused from the performance of its obligations under this Agreement, then the Party relying on the event or condition shall (i) provide prompt notice to the other Party of the occurrence of the Force Majeure Event, giving an estimation of its expected duration and the probable impact on the performance of its obligations hereunder; (ii) exercise all commercially reasonable efforts to continue to perform its obligations hereunder; (iii) expeditiously take any action within its reasonable control to correct or cure the Force Majeure Event excusing performance; (iv) exercise all commercially reasonable efforts to mitigate or limit damages to the other Party to the extent such action will not adversely affect its own interests; and (v) provide periodic notices to the other Party with respect to its actions and plans for actions in accordance with (ii), (iii) and (iv) above and promptly notify to the other Party of the cessation of the event or condition giving rise to it being excused from performance.
- (c) In the event that Operator is prevented from providing all or part of System Services as a result of a Force Majeure Event for a period of thirty (30) consecutive days and it is reasonably expected that Operator will not be able to resume full performance of System Services within an additional thirty (30) days, Owner shall be entitled to require Operator to reduce the scope of System Services commencing as of the date of such notice by Owner until such time as Operator can demonstrate, to the reasonable satisfaction of Owner, that Operator is able to resume full performance of System Services. As from the date on which Owner reduces System Services until the date on which Operator resumes full performance of System Services, the obligation of Owner to pay the fee pursuant to Section 4 shall be reduced proportionately to take account of the level of System Services that Operator is actually performing.
- (d) Operator shall document any Force Majeure Event and its consequences so that costs which are directly attributable to such Force Majeure Event may be claimed by Owner from any insurance carried by Owner.

6.6. Dispute Resolution

- (a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a “Dispute”), which either Party has notified to the other, senior management personnel from both Operator and Owner shall meet and

diligently attempt in good faith to resolve the Dispute for a period of thirty (30) days following one Party's written request to the other Party for such a meeting. If, however, either Party refuses or fails to so meet, or the Dispute is not resolved by negotiation, the provisions of Subsections (b), (c) and (d) of this Section shall apply to the extent applicable to the Dispute.

- (b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards related to operation and maintenance. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert mutually agreed in writing by Operator and Owner. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- (c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by Owner and Operator. If Owner and Operator are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by Owner, and one-half by Operator. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 6.5 shall survive any termination of this Agreement.
- (d) Attorneys' Fees. Each Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement shall bear the costs of its own attorneys' fees expended in connection with such an action from the other Party.

6.7. Indemnification.

The Parties hereto agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury and/or damages arising from or in any way connected to the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers,

agents or employees.

6.8. Consequential Damages.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor Operator, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied Warranty.

6.9. Limit of Liability.

To the maximum extent permitted by law, Owner agrees to limit Operator's liability for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Operator to the Owner shall not exceed the Insurance Limits as defined in Exhibit C. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.10. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 6.6, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Amador County, California and shall comply with all requirements necessary to give such court jurisdiction.

6.11. Removed

6.12. Successors and Assigns

- (a) Except as set forth in this Agreement, no Party shall be entitled to assign this Agreement or any of its rights or obligations under this Agreement, nor shall it enter into any transaction as a result of which it may transfer, assign, charge or dispose by any title of any of those rights and obligations, without the prior written consent of the other Party
- (b) Notwithstanding the foregoing, (i) Owner shall be entitled to assign its right, title and interest in and to this Agreement (and, in particular, any rights arising in relation to any insurance policy and any other right to collect any amount from Operator) to any lenders by way of security for the performance of obligations to such lenders without the consent of Operator; and (ii) Operator shall be entitled to assign its right, obligation, title and interest in and to this Agreement to any of its Affiliates or in connection with a merger or acquisition of Operator. Parties shall provide

a written notice at least 30 days prior to assigning the rights, title, and interest in and to this Agreement.

6.13. Announcements and Publications.

Operator shall coordinate with Owner with respect to, and provide advance copies to Owner for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Operator, in each case, who agree to keep such information confidential. If Owner delivers written notice to Operator rejecting any such proposed announcement or publication within ten (10) Business Days after receiving such advance copies, the Operator shall not make such public announcement or publication; provided, however, that Operator may disseminate or release such information in response to requirements of Governmental Authority.

6.14. No Waiver

No provision of this Agreement shall be considered waived by either Party except when such waiver is made in writing. The failure of either Party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

6.15. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

6.16. Priority of Documents.

In the event of conflicting provisions in the Agreement, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment), second, this Agreement, and third, Exhibits.

6.17. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

6.18. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

6.19. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

6.20. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

6.21. Complete Agreement.

- (a) This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No verbal, or written agreement nor conversation with any officer or employee of either Party nor any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the Owner and Operator by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.
- (b) Each Party acknowledges that it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of any other party at any time before the signature of this Agreement. Each Party waives all rights and remedies which, but for this clause (ii), might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

[Signature page follows]

As compensation for provision of System Services by Operator, Owner shall pay Operator an annual fee of \$23,853 inflating at 3% annually, for each year during the Term ("Service Fees"). Service Fees are due within thirty (30) calendar days of Invoice Date. First annual invoice will be submitted to the Owner upon signed agreement. All subsequent invoices will be submitted annually in accordance with section 4.1. above.

IN WITNESS WHEREOF, the Parties have executed this Operation and Maintenance Agreement as of the date first above written.

Owner:

Operator:

County of Amador
Name: Chuck Iley
Title: County Administrative Officer:

SitelogIQ, Inc
Name: Matt Spence
Title: VP Energy Services

**EXHIBIT A
TO
OPERATION AND MAINTENANCE AGREEMENT**

DEFINED TERMS

As used in the attached Agreement, the following terms shall have the meanings set forth below:

Additional Services means any other services not defined in this Agreement which shall be billed at the rates specified in Exhibit F on a time and materials basis.

Affiliate of a specified Person means any Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term "control" of a specified Person including, with correlative meanings, the terms, "controlled by" and "under common control with," means (a) the Ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through Ownership of voting securities, by contract or otherwise.

Agreement means this Operation and Maintenance Agreement as it may be amended and/or restated from time to time.

Biennial Energy Production Evaluation is an analysis which measures and compares the Cumulative Biennial Energy Production with the Energy Production Guarantee based on Exhibit E.

Biennial Production Period is the period between January 1 and December 31 of two whole consecutive calendar years following final completion.

Period	Years
1	1 and 2
2	3 and 4
3	5 and 6
4	7 and 8
5	9 and 10

Annual Reports has the meaning given in Section 2.2.

Applicable Law shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

Applicable Permits shall mean, collectively, Operator Acquired Permits and the Owner Acquired Permits.

Business Day means a day (other than a Saturday or Sunday) on which banks are generally open in California for normal business.

Cumulative Biennial Energy Production means the actual AC electrical output in kilowatt-hours (kWh) for the Biennial Production Period as measured and recorded by all the Systems revenue meters and adjusted for meter calibration error, if required.

Energy Production Guarantee is the guaranteed energy production output as defined in Section 5(d).

Expected Biennial Energy Production means the expected AC electrical output in kilowatt-hours (kWh) for the Biennial Production Period as calculated by the System Model that represents the final design of the Systems and adjusted for Biennial weather data and degradation.

Force Majeure Event shall mean, when used in connection with the performance of a Party's obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is unforeseeable, or being foreseeable, unavoidable and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

(a) war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;

(b) acts of God, including but not limited to, storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, winds in excess of ninety (90) miles per hour, and objects striking the earth from space (such as meteorites);

(c) acts of sabotage or destruction by a third party (other than any Operator retained by or on behalf of the Party) of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;

(d) regional or national strikes, walkouts, lockouts or similar industrial or labor actions or disputes; and

(e) acts of any Governmental Authority that materially restrict or limit a Party's performance under this Agreement, including Operator's access to the Site or its activities at the Site.

Governmental Authority shall mean any national, autonomic, state, regional, province, town, city, or municipal government, whether domestic or foreign, or other administrative, regulatory or judicial body of any of the foregoing.

Industry Standards shall mean those standards of care and diligence normally practiced by small-scale solar engineering, construction and installation firms in performing services of a similar

nature in jurisdictions in which System Services will be performed and in accordance with good engineering design practices, Applicable Laws, Applicable Permits, and other standards established for such Work. Industry Standards are not intended to be limited to optimum practice or methods to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods that must take the conditions specific to any given facility into consideration.

Insolvent means (a) a Party shall file a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or future applicable federal, state or other statute or law relative to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator of such party or of all or any Final part of its properties (the term "acquiesce", as used in this definition, includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree within fifteen (15) days after entry of such order, judgment or decree); (b) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against a Party seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future Federal bankruptcy act, or any other present or future applicable Federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors, and such party shall acquiesce and such decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or a trustee, receiver, conservator or liquidator of such party shall be appointed with the consent or acquiescence of such party and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days, whether or not consecutive; (c) a Party shall admit in writing its inability to pay its debts as they mature; (d) a Party shall give notice to any Governmental Authority of insolvency or pending insolvency, or suspension or pending suspension of operations; or (e) a Party shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

Installer shall mean the contractor responsible for the procurement, installation, startup, and testing of the System under separate contract with the Owner.

Manufacturer Warranty shall mean all warranties provided by the equipment manufacturers and assigned to Owner under the FSA.

O&M Manual shall mean the set of System operational and maintenance documents provided by the Installer to the Owner and by the Owner to the Operator for the purpose of instruction in the operation and maintenance needs of the System and its components.

Operator Farnand Inc., **Operator Acquired Permits** shall mean those permits set forth in Exhibit D hereto.

Operator Representative shall mean the representative of Operator appointed pursuant to Section 6.2(b).

Owner has the meaning given in the preamble of this Agreement.

Owner Acquired Permits shall mean those permits set forth in Exhibit D hereto.

Owner Representative shall mean the representative of Operator appointed pursuant to Section 6.2(a).

Parties means each of Operator and Owner.

Party means either Operator or Owner.

Permits shall mean, collectively, Operator Acquired Permits and the Owner Acquired Permits.

Person means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, or Governmental Authority.

Power Payment shall have the meaning set forth in Section 5 and shown in Exhibit H

Site has the meaning given in the Recitals of this Agreement.

Subcontractor means any person to whom Operator subcontracts any of its obligations under this Agreement pursuant to a Subcontract, including the Suppliers and any person to whom such obligations are further subcontracted of any tier.

Final Completion shall have the meaning defined in the Facility Solutions Agreement between Operator and Owner.

System has the meaning set forth in the Recitals.

System Services means, collectively, the services set forth in Exhibit B.

Technical Dispute has the meaning given in Section 6.6(b).

Term has the meaning given in Section 3.1(a).

Termination Notice has the meaning given in Section 3.2(c).

True-Up Refund has the meaning given in Section 5(f).

True-Up Fee has the meaning given in Section 5(g).

Warranty means the Warranty Requirements as defined Section 2.3.

**EXHIBIT B
TO
OPERATION AND MAINTENANCE AGREEMENT
SYSTEM SERVICES**

Biennial Inspection Services

Complete inspection, system maintenance, and recommissioning services at the end of years 1, 3, 5, 7, and 9 of this agreement term as detailed below. Report inspection finding, required repairs, and repair recommendations, including estimated costs for each maintenance visit. As part of our system maintenance, the following services will be completed and reported to the County during the Biennial report period.

a) Visual Inspection

- a. Visually inspect structures, arrays, and enclosures for excessive wear, damage, defects, rust/corrosion, etc.
- b. Verify new and/or existing shade concerns for the photovoltaic array.
- c. Verify module cleanliness and/or soiling issues; perform washing as needed to maintain minimum 90% production.
- d. Verify that all signage and placards are firmly attached and legible.
- e. Verify condition of all wall & pad mounted switchgear, meters and inverters for corrosion and security of attachment to wall/structure/pad, etc. Note any new access issues.
- f. Verify condition of ac and dc disconnect(s).
- g. Confirm that the System is on line and that the output is at the expected level; minimum of 90% KWH production.
- h. Confirm that the monitoring system is in service and functioning properly.

b) Photo Documentation

- a. Take digital photos of all major system components
- b. Submit digital images along with checklist and other documentation following visit.

c) Array – Structure & Modules

- a. Complete inspection of array.
- b. Inspect and tighten structure ground bonding straps/fasteners.
- c. Verify secure module attachment by random torque testing or visual test.
- d. Verify condition of racking hardware connections, splices, etc.
- e. Verify condition of inter-module array wiring for aging and corrosion.
- f. Inspect visible random sampling of wiring connections.
- g. Inspect visible conduit system.

d) Electrical Connection – Inverters & Combiner Box

- a. Verify condition of inverters.
- b. Note condition of all circuit boards and electrical components.
- c. Check Voc & Isc of all strings (if required).

- d. Verify that all manufacturer updates and service bulletins have been performed.
- e. Coordinate inverter manufacturer service, as necessary.
- f. Perform all electrical connection torque tests.
- g. Inspect and clean heatsink, if applicable.
- h. Inspect and clean inverter exhaust fan and vents.
- i. Inspect and tighten connectors and lugs (inverter, transformer, disconnects).
- j. Check all fuses for cleared fuse and replace any cleared fuses.
- k. Verify condition of wire transition junction boxes for weatherproofing, corrosion, and security of internal wiring connections.
- l. Verify condition of all DC and AC conduits and connections.

e) Data Acquisition System (DAS)

- a. Clean all instrumentation and sensors and lubricate moving parts.
- b. Inspect and tighten connections.
- c. Check input signals.
- d. Confirm that pyranometer/sensor is aligned with the plane of the PV array.
- e. Log kWh readings from Inverters to meters, and compare data in a 24-hour increment to monitoring system to verify proper calibration of meters and monitoring system.
- f. Check calibration of the reference cell, as necessary.

System Services Not Included

- a. Weed abatement around array and immediate vicinity.
- b. Repair of fencing.
- c. Repair, replacement, or cleaning due to vandalism, theft, or accidental damage.
- d. Repair or replacement of light bulbs or lighting fixtures.
- e. Repairs not explicitly defined in this Exhibit B.
- f. Any services not included in this Agreement.
- g. Repairs not stated in the Agreement or in the FSA (Contractor Warranty) are considered Additional Services and shall be billed on a time and materials basis per the rates in Exhibit F.

**EXHIBIT C
TO
OPERATION AND MAINTENANCE AGREEMENT

INSURANCE**

Operator Insurance Requirements

1. Required Coverages. Operator shall carry and maintain with carriers or self-insurance, as a minimum, the following insurance coverages:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of disease on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Excess coverage of four million dollars (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Operator.
2. Policy Endorsements. Insurance coverages required to be maintained by Operator under this Agreement shall:
 - i. provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
 - ii. except in the case of worker's compensation insurance and other statutory insurances where it would be inappropriate, name Owner and others as may be reasonably required by Owner, as additional insured's; and to the extent permissible in accordance with the policy, include a waiver of subrogation by the insurers in favor of Owner and each of its respective assignees, Affiliates, agents, officers, directors, employees, insurers or policy issuers and a waiver of any right of the insurers to any set-off or counterclaim, whether by endorsement or otherwise, in respect of any type of liability of any of the Persons insured under any such policies.
3. Certificates. Operator shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Attachment C to Owner upon Owner's reasonable request.

Owner Insurance Requirements

1. Required Coverages. Owner shall carry and maintain with carriers or self insurance, as a minimum, the following insurance coverages:
 - i. Workers Compensation Insurance and Employers Liability. In accordance with the laws of the state of where work may be done with limits for employers liability in the minimum amount of one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) for each occurrence of disease on a per employee basis;
 - ii. Commercial General Liability. One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage, products and completed operations;
 - iii. Commercial Automobile Liability, Any Auto. One million dollars (\$1,000,000) per accident including owned, non-owned, and hired automobiles.
 - iv. Property Risk Insurance. Amount equal to the replacement value of the Systems for loss or damage to the System by fire and lightning, vandalism, theft, malicious mischief, and extended coverage endorsement for all risks of physical loss.
 - v. Excess coverage of four million (\$4,000,000) per occurrence and aggregate, or any other equivalent, available insurance coverage of the Operator.
2. Policy Endorsements. Insurance coverages required to be maintained by Owner under this Agreement shall provide a severability of interests or cross liability clause for Commercial General Liability Insurance;
3. Certificates. Owner shall throughout the Agreement Term provide certificate(s) and/or memoranda of insurance evidencing the coverage's specified in this Attachment C to Operator upon Operator's reasonable request.

**EXHIBIT D
TO
OPERATION AND MAINTENANCE AGREEMENT**

PERMITS

Operator Required Permits

No Operating Permits Required

Owner Required Permits

No Operating Permits Required

**EXHIBIT E
TO
OPERATION AND MAINTENANCE AGREEMENT**

BIENNIAL ENERGY PRODUCTION EVALUATION

Cumulative Biennial Energy Production Measurement

The Cumulative Biennial Energy Production is the actual AC electrical output in kilowatt-hours (kWh) for the Biennial Production Period as measured and recorded by all of the Systems revenue meter(s) and adjusted for meter calibration error, if required.

Expected Biennial Energy Production Calculation

At the completion of each Biennial Production Period, the Operator shall update the software model, at no cost to County, of the Systems to calculate the Expected Biennial Energy Production of the Systems for that period for comparison with the Cumulative Biennial Energy Production of the same period. Operator shall use the final software model developed by the Installer as part of the FSA (“System Model”).

The model shall use the actual meteorological data from the System weather station at the Site. The calibration of the weather station instruments shall be checked as recommended by the manufacturer by a qualified testing agency using test instruments traceable to recognized national calibration standards. A report of the instrument calibration status shall be prepared by the testing agency detailing any deviation in meter values from the standard outside of the meter manufacturer’s acceptable range. Data affected by instruments found out of calibration may be reviewed and adjusted by mutual agreement between the Owner and Operator.

The input values used in the System Model shall include the following parameters based on the final installed System:

- Albedo
- Module orientation
- Shading
- Equipment models and configuration
- Module thermal parameters
- Ohmic losses
- Module quality and mismatch losses
- Soiling losses, adjusted for calendar month and washing frequency
- IAM losses

Hidden parameters and preferences within the model shall remain at default values unless noted and justified. All input parameter values and assumptions shall be provided with the model for review, and shall remain consistent from year to year.

The following factors shall be adjusted in the System Model each year of operation:

- Actual weather data for the Biennial Production Period

- Manufacturer Module degradation factors (Manufacturer Module Power Output Warranty)
- Adjustments per Section 5(g), 5(h), 5(i), and 5(j)

The final model calculation shall detail the Expected Biennial Energy Production on an hourly basis (8760 hours per year) in addition to a total output value in kilowatt-hours (kWh).

Biennial Energy Production Evaluation

The measured Cumulative Biennial Energy Production value for the System shall be compared with the calculated Expected Biennial Energy Production value and evaluated as described in Section 5, Operator’s Guarantee, of this Agreement.

A. Modeled Biennial Energy Production Calculation

The temperature-derate model used by Operator to determine the modeled level of production a system. The system losses, DC system size, CEC inverter efficiency, and the panel temperature coefficient is the accumulation of losses, degradation rates, and efficiencies which are evaluated on an Biennial basis. These losses are initially calculated upon project commissioning and will only be re-calculated if components fail, degrade, or are changed. Cell temperature and POA irradiance are real-time calculations based on measurements from a reference cell.

Our system model is a combination of system specifications, estimated soiling, shade expectations, degradation expectations. This model is calculated by using the single line as-built plans and a production summary report from HelioScope and are re-evaluated for accuracy on a Biennial basis. The Modeled Energy equation is:

$$Modeled\ Energy(kW\ AC) = \sigma \times (1 - S) \times \frac{I}{1000} \times P \times (1 + \gamma \times (T - 25))$$

Where:

- T = Cell Temperature*
- S = System Model Loss*
- I = POA Irradiance*
- P = DC System Size*
- σ = CEC Inverter Efficiency*
- γ = Temperature Coefficient of the Panel*

This modeled production will be compared to actual measured production to calculate operational performance of the system. Unplanned system outages and soiling above expectations will be evaluated and included in system losses.

**EXHIBIT F
TO
OPERATION AND MAINTENANCE AGREEMENT**

RATES FOR ADDITIONAL SERVICES

2020 RATE SCHEDULE

<u>Maintenance Services</u>	
<i>Lead Technician</i>	<i>\$140</i>
<i>Electrician</i>	<i>\$140</i>
<i>Laborer</i>	<i>\$80</i>
<u>Professional and Technical Services</u>	
<i>Project Manager/Engineer</i>	<i>\$175</i>
<i>Project Assistant</i>	<i>\$80</i>

Other Costs

1. *Cost per truck roll for services above and beyond this agreement to be invoiced at time and materials (T&M) rate listed above and dispatched per County's request.*
2. *Daily/Saturday Overtime will be billed at 1.5 times the hourly rates. Sunday/Holiday Overtime will be billed at 2 times the rates.*
3. *Direct Expenses (non-equipment) will be billed at cost plus 10%.*
4. *Mileage will be billed at the published IRS mileage rates in effect.*
5. *Travel time to and from County sites will be billed at hourly rates shown above.*
6. *Federal published per diem rates (GSA) will apply if applicable.*
7. *Subcontractors will be billed at invoice price plus 15%.*
8. *Rates will escalate at 3% per calendar year.*
9. *If Applicable, Operator shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1.*

**EXHIBIT G
TO
OPERATION AND MAINTENANCE AGREEMENT**

ENERGY REPORTING AND MANAGEMENT SERVICES

Famand, Inc. will provide the following services:

ENERGY MANAGMENT

Responsibility is to improve energy efficiency by evaluating our client's energy use and help craft energy policies, strategies, programs, and support energy measures.

- Evaluate the Client's energy use and offer assistance for energy saving policies, strategies, and programs.
- Quarterly utility bill analysis and energy monitoring report.
- Annual utility rate analysis for all electric service accounts to ensure and optimize utility cost.
- Work with Client staff to update existing lighting and mechanical HVAC controls systems settings including updating set points and holidays on thermostats/controls to increase and maintain savings.

QUARTERLY REPORT CREATION AND UPDATE

- Develop quarterly utility summary report in coordination with client's needs
- Update and deliver quarterly report to client with Energy Engineer review of trends, interval data usage, and anomalies.
- Develop and create an external accessible dashboard for communication with key stakeholders, staff, or County about projects and performance.

ECAA ENERGY REPORTING SERVICES

- Complete documentation and reporting to the California Energy Commission (CEC) to meet California Energy Conservation Assistance Act (ECAA) project annual progress and final reporting requirements.
- SitelogIQ will use available methods developed by the CEC including program calculators and reporting forms for project energy savings to meet program requirements.

**EXHIBIT H
TO
OPERATION AND MAINTENANCE AGREEMENT**

Modeled Annual Solar Energy Production & Estimated Savings			
End of Year	Modeled Annual Solar Energy Production (kWh)^{1,4}	Estimated PG&E Rate/Power Payment (\$)²	Estimated Annual Net Utility Savings (\$)³
1	1,129,114	\$0.159	\$179,496
2	1,123,468	\$0.168	\$188,471
3	1,117,851	\$0.177	\$197,894
4	1,112,262	\$0.187	\$207,789
5	1,106,701	\$0.197	\$218,179
6	1,101,167	\$0.208	\$229,087
7	1,095,661	\$0.220	\$240,542
8	1,090,183	\$0.232	\$252,569
9	1,084,732	\$0.244	\$265,197
10	1,079,308	\$0.258	\$278,457
11	1,073,912	\$0.272	\$292,380
12	1,068,542	\$0.287	\$306,999
13	1,063,199	\$0.303	\$322,349
14	1,057,883	\$0.320	\$338,466
15	1,052,594	\$0.338	\$355,390
16	1,047,331	\$0.356	\$373,159
17	1,042,094	\$0.376	\$391,817
18	1,036,884	\$0.397	\$411,408
19	1,031,700	\$0.419	\$431,979
20	1,026,541	\$0.442	\$453,577
Notes:			
1. Modeled Annual Solar Energy Production is based on historical TMY3 Weather data and adjusted for system degradation of 0.5% per year.			
2. Estimated PG&E Rate assumes an average escalation of 5.5% per year.			
3. Savings is the product of the Modeled Annual Solar Energy Production & Estimated PG&E Rate.			
4. Modeled Solar Energy Production shall be adjusted to determine Expected Biennial Energy Production per Exhibit E.			

BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA

IN THE MATTER OF:

RESOLUTION APPROVING FACILITIES)
SOLUTIONS AGREEMENT AND OPERATIONS) RESOLUTION NO. 020-XXXX
AND MAINTENANCE AGREEMENT AS)
REQUIRED BY CALIFORNIA GOVERNEMENT)
CODE SECTION 4217.10 TO 4217,18 FOR SOLAR)
AND ENERGY CONSERVATION)
IMPROVEMENTS AT COUNTY FACILTIES)

WHEREAS, the Famand, Inc. (dba SitologIQ) provides installation, operation and maintenance to local governments for energy efficiency improvements; and,

WHEREAS, California Government Code Section 4217.10 to 4217.18 authorizes the Board of Supervisors to enter into energy services contracts for installation, operation and maintenance of energy related improvements if the Board of Supervisors finds that it is in the best interest of the County to enter into such contracts and that the anticipated cost to the County for solar energy, HVAC replacement and lighting retrofitting provided by SitologIQ under the contract will be less than the anticipated cost to the County of thermal, electrical or other energy that would have been consumed by the County in absent of those purchases; and

WHEREAS, the proposed contracts by and between the County and SitologIQ for the installation, operation and maintenance energy related improvements whose cost to the County for financing energy improvements provided under the contracts will be less than the anticipated marginal cost to the County for thermal, electrical or other energy that would have been consumed by the County in absent of the implementation of the improvements under the financing contracts.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Amador that this Board hereby:

1. Approves and Adopt the findings listed on the attached Energy Conservation Findings and Facility Solution for the County.
2. Declares its intention to enter into Approval of Facilities Solutions Agreement and Operations and Maintenance Agreement with SitologIQ in an amount not to exceed \$3,000,000.00 as provided by the California Energy Commission (CEC) to fund solar energy systems and HVAC replacements.
3. Declares its intention to enter into Approval of Facilities Solutions Agreement in an amount not to exceed \$460,643.00 as provided by PG&E for lighting retrofits.
4. Authorizes the County Administrative Officer to complete and execute all contracts from SitologIQ for energy conservation measures listed on the attached Energy Conservation Findings and Facility Solution for the County.

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Amador, State of California hereby declares as follows;

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 23th day of June 2020, by the following vote:

AYES:

NOTES: None

ABSENT: None

Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County,
California

By: _____

FACILITY SOLUTIONS AGREEMENT

by and between

County of Amador

810 Court St

Jackson, CA 95642

and

Famand, Inc

(dba SitelogIQ)

1512 Silica Avenue

Sacramento, California, 95815

June 23, 2020

1.	DEFINITIONS.....	6
2.	CONTRACTOR CERTIFICATIONS	6
3.	GENERAL.....	6
3.1.	Scope of Work	6
3.2.	Contract Price.....	6
3.3.	Protective Measures.....	7
3.4.	Prevailing Wage.....	7
3.5.	Site Conditions.....	8
3.6.	Labor.....	9
3.7.	Insurance.....	9
3.8.	Performance of the Work.....	10
3.9.	Hazardous Materials.....	11
3.10.	Suspension of the Work.....	11
3.11.	Taxes.....	12
3.12.	Liens.....	13
3.13.	Compliance with Applicable Laws.....	13
3.14.	Energy Credits.....	13
3.15.	Performance & Payment Bonds.....	13
3.16.	Title; Risk of Loss.....	13
4.	PRICE AND PAYMENT	14
4.1.	Contract Price.....	14
4.2.	Payment.....	14
5.	COMMENCEMENT & COMPLETION	15
5.1.	Commencement and Substantial Completion.....	15
5.2.	Final Completion.....	17
5.3.	Inspection.....	17

6.	REPRESENTATIONS & WARRANTIES	18
6.1.	Representations and Warranties of Contractor.	18
6.2.	Representations and Warranties of County.....	19
7.	BREACH & TERMINATION	19
7.1.	Termination by County.	20
7.2.	Termination for Cause.	21
7.3.	Termination by Contractor.....	22
7.4.	Indemnity.	22
7.5.	Limitations of Liability.	22
8.	MISCELLANEOUS	23
8.1.	Representatives.	23
8.2.	Ownership of Plans, Data, Reports and Material.....	23
8.3.	Governing Law.	24
8.4.	Force Majeure.	24
8.5.	Responsibility for Errors.....	24
8.6.	Dispute Resolution.....	24
8.7.	Notices and Demands.	25
8.8.	Public Records Act Disclosure.	26
8.9.	Time of Essence.....	26
8.10.	Validity.	26
8.11.	Binding Effect.....	26
8.12.	Modifications.	26
8.13.	Headings.	27
8.14.	Counterparts; Signature Pages.....	27
8.15.	Announcements and Publications.	27
8.16.	Complete Agreement.	27

8.17.	No Agency.	27
8.18.	Priority of Documents.....	27
8.19.	Assignment.	28
8.20.	No Waiver.....	28

EXHIBITS

Exhibit A	Definitions
Exhibit B	Certifications
Exhibit B-1	Drug-Free Workplace / Tobacco-Free Environment Certification
Exhibit C	Work Orders
Exhibit D	Not Used
Exhibit E	Insurance
Exhibit F	Certificate of Substantial / Final Completion and Acceptance
Exhibit G	Notice to Proceed

FACILITY SOLUTIONS AGREEMENT

This FACILITY SOLUTIONS AGREEMENT (“Agreement”), dated as of June 23, 2020, (“Effective Date”), is by and between County of Amador, a County organized and existing under the laws of the State of California (“County”) and Famand, Inc. (dba SitelogIQ), a California corporation (“Contractor”) (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, County desires to reduce energy consumption and operational expenses through the installation of energy conservation and energy generation technologies (“System”);

WHEREAS, California Government Code § 4217.10 et seq. authorizes Counties to enter into agreements, contracts and related documents with private sector entities for developing energy generation and conservation projects upon County’s finding that the anticipated costs for such services provided under this Agreement, together with any financing costs, will be less than the anticipated marginal energy costs to County;

WHEREAS, County has assigned specific areas on County properties (each one, a “Site”) on which the solar and energy conservation measures (each one, a "System") will be constructed;

WHEREAS, County desires to engage Contractor to install energy efficiency upgrades, design, supply and install selected and listed scope of work at each Site; and

WHEREAS, Contractor desires to provide such turnkey upgrades, design, supply and installation services, all in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor is a full-service energy services company with the technical and financial capabilities to provide services to the County, including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the respective meanings set forth in **Exhibit A**; (b) the singular shall include the plural and vice versa; (c) the word “including” shall mean “including, without limitation,” (d) references to “Sections” and “Exhibits” shall be to sections and exhibits of this Agreement; (e) the words “herein”, “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection; and (f) references to this Agreement shall include a reference to all attached Exhibits, as the same may be amended, modified, supplemented or replaced from time to time.

2. CONTRACTOR CERTIFICATIONS

This Agreement includes the following contractor certifications, the forms of which are attached in **Exhibit B**, which must be completed by Contractor prior to commencement of the work on the Systems:

- i. Drug-Free Workplace / Tobacco-Free Environment Certification (**Exhibit B-1**)
- ii. Non-collusion Declaration (**Exhibit B-2**)

3. GENERAL

3.1. Scope of Work

- (a) Contractor shall furnish to County turnkey energy efficiency upgrades and the engineering, design, procurement, construction management, installation, construction, monitoring, appurtenances, and commissioning of energy generation systems (each one a "System") installed at various sites (collectively, the upgrades and Systems shall be referred to as the "Project").
- (b) Operations and maintenance are not a part of this Agreement. County shall enter into a separate contract for operations and maintenance to be executed concurrently with this Agreement.
- (c) Project will be executed by individual Work Orders for each Project that are independently executed and attached in **Exhibit C** (“**Work**”).
- (d) Work shall be performed in accordance with this Agreement, SitelogIQ’s Energy Conservation Findings, and Exhibits attached hereto.

3.2. Contract Price

- (a) Contract Price. Subject to adjustments and/or the issuance of additional of Work Orders as set forth in this Agreement, Contractor agrees to perform the Work for the price as defined in each Work Order ("Work Order Price") as detailed in **Exhibit C**. The total value of the Contract is the summation of the Work Order Prices, as updated from time to time ("Contract Price"):
 - (i) Payment of the Contract Price shall be made in compliance with the process described in **Exhibit C**.

3.3. Protective Measures.

- (a) Contractor shall be responsible for all injury or damage to individuals or property that may occur as a result of its fault or negligence, or that of its Subcontractors, in connection with the performance of the Work, subject to the limitation of liability contained in section 7.3.
- (b) Contractor shall take all reasonably necessary precautions for the safety of its employees and any and all other individuals present on the Site where the System is located and prevent accidents or injury to individuals on, about, or adjacent to the premises where the Work is being performed.
- (c) Contractor shall keep the relevant part of the Site where the System is located and surrounding areas free from accumulation of waste materials or rubbish caused by the Work, and at the end of each Day that the Contractor performs the Work, Contractor shall remove any debris, store such debris in containers at its sole expense, and leave the Site in a clean and orderly condition. Upon Final Completion, Contractor shall remove from the relevant part of the Site where the System is located all waste materials, rubbish, debris, debris containers, tools, Equipment, machinery and surplus materials from the Site and leave the Site in a clean and orderly condition.

3.4. Prevailing Wage.

- (a) California Labor Code. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5, including (without limitation) the payment of the general prevailing per diem wage rates for public work projects in excess of \$1,000. In addition, Contractor and each Subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, commencing with Section 1720, and including Sections 1735, 1777.5 and 1777.6 forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or Subcontractor.
- (b) Certified Payroll Records. This Project is subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all subcontractors must furnish certified payroll records to the Department of Industrial Relations' Compliance Monitoring Unit at least monthly, or within 10 days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.
- (c) Payment Withholding. Pursuant to 8 CCR 16463(e), the County may withhold contract payments when payroll records are delinquent or inadequate or as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate; provided that the Contractor shall be required in turn to cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency.

- (d) Site Access. Contractor shall provide site access to Department of Industrial Relations personnel upon request.
- I. Construction staging areas, storage areas, access, parking, Site use, etc. must be acceptable to County at all times. Site access and use will be limited. At no times shall public roads or sidewalks be blocked.
 - II. Driveways and Entrances: Contractor shall keep driveways, entrances, and fire access roads clear and available to County, County's employees, and emergency vehicles at all times. Contractor shall not use these areas for parking or storage of materials.
 - III. Contractor shall schedule deliveries to minimize use of driveways and entrances.
 - IV. Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - V. Parking: Designated Contractor parking areas will be assigned. All vehicles should be locked as the County cannot guarantee observation of Contractor or public vehicles.
 - VI. Contractor shall confine operations on the Site to areas indicated in the Contract Documents and as directed by County. Portions of the Site beyond areas on which Work is indicated are not to be disturbed. Contractor shall conform to Site rules and regulations affecting the Work while engaged in project construction.
- (e) Prevailing Wage Notice. On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the Contractor shall post at appropriate, conspicuous, weatherproof points at the site the Notice of Projects Subject to Requirements of Subchapter provided in Title 8, section 16451(d) of the California Code of Regulations.
- (f) Prevailing Rate Penalty. Contractor shall, as a penalty, forfeit not less than Two Hundred Dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

3.5. Site Conditions.

Contractor has conducted a full and complete visual inspection of each Site, including (a) the readily apparent surface conditions of any areas where a System will be installed in or on the ground, including areas where utilities are located such as manhole covers, pull boxes, marked underground service areas, etc., (b) all staging, storage, delivery, and other areas necessary to perform the Work, (c) ingress to and egress from each Site for all supplies, personnel and Equipment, and (d) all as-built drawings, Site layout, easement and other documentation provided by County to Contractor, and (e).

extent of the Work, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto, and (f) has considered the physical conditions at or contiguous to the sites or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

If any conditions exist, arise, or are discovered at the Sites that differ materially from those conditions that Contractor discovered or should have reasonably discovered based on the inspections set forth in this Section, including without limitation, conditions related to Hazardous Materials or archeological findings, soils conditions, ground water, rock, caving, or subsurface obstructions of which Contractor was not aware on the date of this Agreement or could not reasonably be expected to anticipate based on the inspection described above, and such conditions involve the incurrence by Contractor of any material expenses to correct or accommodate such conditions (hereinafter, "Unanticipated Condition"), Contractor shall submit a request for a Change Order to County. County and Contractor may mutually agree to modify the Work to offset the Change Order request to comply with County budget limits or County may elect to terminate this agreement in accordance with Section 7.

3.6. Labor.

Contractor shall be responsible for all Contractor labor-related delays or disruption of the progress of the Work. Contractor shall promptly take any and all reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes. Contractor shall advise County promptly in writing of any actual or threatened labor dispute of which Contractor has knowledge that might materially affect the performance of the Work by Contractor or by any of its Subcontractors. Notwithstanding the foregoing, (a) the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the discretion of the Party having the difficulty, (b) a labor-related delay shall not give rise to a change in the Construction Schedule unless such delay constitutes a Force Majeure Event under paragraph (c) of the definition thereof, and (c) in no event will labor-related delays or difficulties give rise to additional payments to Contractor.

3.7. Insurance.

- (a) Contractor and County, at their own expense, shall procure or cause to be procured and maintain or cause to be maintained in full force and effect at all times commencing no later than commencement of the Work at the Site and until Final Completion, all insurance coverage specified in Exhibit E.
- (b) County and any lenders to the County shall be added as additional insureds under the commercial general liability, automobile liability and umbrella/ excess liability insurance procured and maintained by Contractor in connection with the Work. Contractor shall not add County or any lender as additional insureds under its worker's compensation insurance policy.
- (c) Each Party shall furnish current certificates indicating that the insurance required under this Agreement is being maintained. Each Party's certificate shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days (or ten

(10) days in the event of failure to pay premiums) written notice before the insurance is cancelled.

3.8. Performance of the Work.

- (a) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. County will deal only through Contractor, who shall be responsible for the proper execution of the entire Work.

Contractor shall assign only competent personnel to perform any portion of the Work. If at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Work, Contractor shall remove such person or persons immediately upon receiving written notice from County. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

Contractor shall be responsible to County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.

A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Work. Contractor shall not subcontract any portion of the Work unless pre-approved in writing by County. Such approval shall not be unreasonably withheld beyond 10 business days. Contractor agrees that it is as fully responsible to County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the work shall create any contractual relation between any Subcontractor and County.

Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Work performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by County. Contractor agrees to be bound to the Subcontractor by all of the obligations that County assumes to Contractor under this Agreement as to the portion of the Work performed by Subcontractor.

- (b) Contractor agrees to use, and agrees that it shall require each of its Subcontractors to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to enable such Persons to perform their Work involving any part of Contractor's obligations under this Agreement.
- (c) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or its Subcontractors in the performance of its obligations under this Agreement shall be new (if being incorporated into the System) or in good operating condition (if not being incorporated into the System) and fit for the use(s) for which they are employed by Contractor or its Subcontractors. Such materials and Equipment shall at all times be maintained, inspected and operated pursuant to

Industry Standards and as required by Applicable Law. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or its Subcontractors in the performance of any of Contractor's obligations under this Agreement.

3.9. Hazardous Materials.

- (a) Contractor hereby specifically agrees to indemnify, defend and hold County, their present and future Board members, administrators, employees, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
- (i) any release of a Hazardous Material brought on to the Site by Contractor, or any pre-existing Hazardous Materials that, through Contractor's sole negligence, are released or disturbed at the Site;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by Contractor; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by Contractor.
- (b) County hereby specifically agrees to indemnify, defend and hold Contractor, its present and future direct or indirect parents, subsidiaries, affiliates, divisions, and their respective directors, officers, employees, shareholders, agents, representatives, successors and assigns harmless from and against any and all losses, liabilities, claims, demands, damages, causes of action, fines, penalties, costs and expenses (including, but not limited to, all reasonable consulting, engineering, attorneys' or other professional fees), that they may incur or suffer by reason of:
- (i) any release of a Hazardous Material brought on to the Site by County, County Representative, or Third Party and any pre-existing Hazardous Material except pre-existing Hazardous Material released or disturbed at the Site through Contractor's negligence;
 - (ii) any enforcement or compliance proceeding commenced by or in the name of any Governmental Authority because of an alleged, threatened or actual violation of any Applicable Law by County or County Representative; and
 - (iii) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation of any Applicable Law by County or County Representative.

3.10. Suspension of the Work.

- (a) If Contractor does not receive payment of any undisputed invoices submitted in accordance with Section 4.2, Contractor shall have the right, upon not less than fifteen (15) days written notice, to suspend the Work under this Agreement. Contractor shall be entitled to compensation for all undisputed amounts under this Agreement. If County issues full payment of the undisputed invoice within fifteen (15) days of written notice of intention to suspend, the notice of intention to suspend shall have no further force or effect and Contractor shall continue to perform the services hereunder as if the notice of intention to suspend had not been given. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(a) continues for more than two (2) months, Contractor shall be entitled to, at its sole discretion, terminate this Agreement.
- (b) County may suspend the Work temporarily at its discretion. In the event of any such suspension, Contractor shall be entitled to request (i) an extension of the deadlines of this Agreement for the same period of the suspension, and (ii) the reimbursement of the additional costs and expenses, if any, reasonably incurred and substantiated by Contractor (provided Contractor undertakes reasonable efforts to mitigate such costs and expenses) in protecting, securing or insuring the Work, the delay resulting from such suspension, and in resumption of the Work. If a suspension of the Work under this Section 3.10(b) continues for more than six (6) months, Contractor shall be entitled, at its sole discretion, to terminate this Agreement.
- (c) In the event that the Work is totally or partially suspended, the Party that has caused the suspension (whether by reason of an act, omission or default) shall bear all the damages, costs and expenses caused by the suspension. If the suspension is not due to an act, omission or default of any of the Parties, and such delay falls under the definition of an Excusable Delay, then the deadlines of this Agreement will be extended for the same period of the suspension, or for such other period that the Parties deem reasonable in view of the circumstances, and County shall assume any costs arising under the effects of the suspension on the obligations of the Parties under this Agreement. Notwithstanding the occurrence or continuation of any Force Majeure Event, the provisions of this Section 3.10 shall apply.
- (d) After the resumption of the performance of the Work, Contractor shall, after due notice to County, examine the Work affected by the suspension. Contractor shall make good any defect, deterioration or loss of the construction or the Work affected that may have occurred during the suspension period. Costs properly incurred by Contractor (including but not limited to demobilization and mobilization costs, insurance fees, and repair cost) shall be added to the Work Order Price, so long as the suspension did not arise due to any act, omission or default on the part of Contractor.

3.11. Taxes.

The Work Order Price includes (and Contractor assumes exclusive liability for and shall pay before delinquency) all federal, state or local sales, use, value added, excise and other taxes, charges or contributions imposed on, or with respect to all Equipment and Contractor's services contemplated by this Agreement, provided that County shall pay and have exclusive liability with respect to any taxes payable with respect to County's income. Contractor shall hold harmless, indemnify and defend County, together with any and all its governing board, administrators, agents and employees from any liability, penalty, interest and expense by reason of Contractor's failure to pay such taxes, charges or contributions. Contractor and County shall cooperate with each other to minimize the tax liability of both Parties to the extent legally permissible.

3.12. Liens.

Contractor warrants good title, free and clear of all liens, claims, charges, security interests, and encumbrances whatsoever, to all Equipment and other items furnished by it or any of its Subcontractors that become part of the System to the extent payment therefore has been received by Contractor from County.

3.13. Compliance with Applicable Laws.

- (a) Contractor specifically agrees that it shall at all times fully comply with Applicable Laws and that it shall perform the Work in accordance with the Applicable Laws.

3.14. Energy Credits.

County recognizes that the designer/contractor under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. County agrees and recognize that Contractor will be the designer of this project for purposes of the §179D deduction. County shall cooperate with Contractor in completing the paperwork and certifications necessary to allow Contractor to claim any §179D or other energy efficient commercial buildings tax deduction" provided credits cannot be used by or benefit County.

3.15. Performance & Payment Bonds.

Contractor shall submit a Performance Bond and Labor and Payment Bond in accordance with County requirements.

3.16. Title; Risk of Loss.

- (a) From Effective Date and until the date of Substantial Completion for the Work subject to the applicable Work Order, Contractor assumes risk of loss and full responsibility for the cost of replacing or repairing any damage to the System and all damages to and defects in materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor for permanent installation in or for use during construction of the System.
- (b) County shall bear the risk of loss and full responsibility with respect of the System from and after the date of Final Completion of the Work subject to the Work Order.
- (c) Notwithstanding anything herein to the contrary, County shall bear the risk of loss and full responsibility for the cost of replacing or repairing any damage to that

portion of the System applicable to the Work Order and all materials, Equipment, supplies and maintenance equipment (including temporary materials, equipment and supplies) that are purchased by Contractor or County for permanent installation in or for use during construction of the System to the extent caused by the negligent, grossly negligent or willful acts of County or its agents, employees or representatives.

- (d) Title to all materials, Equipment, supplies and maintenance equipment required by this Agreement, to be purchased by Contractor for permanent installation as part of the System or for ownership by County in the operation of that portion of the System subject to the particular Work Order shall pass to the County upon the achievement of Substantial Completion of the Work required by that Work Order.

4. PRICE AND PAYMENT

4.1. Contract Price.

- (a) The Work Order Price is lump sum fixed price for the scope proposed and includes all expenses to be incurred by Contractor including, but not limited to, equipment and materials, erection, construction, commissioning, inclusive of cost of travel and lodging expenses, applicable permits (other than the County Permits), services, supplies, labor, appurtenances, fees, charges, and taxes, related to Contractor's performance of its obligations under this Agreement.
- (b) Any Changes to the System or Work above and beyond code requirements and Industry Standards requested by the County shall be resolved through a Change Order to this Agreement.
- (c) If applicable and approved by County, any additional Work not otherwise specified in Exhibit C shall be resolved through a Change Order to this Agreement.
- (d) County may elect to terminate this agreement in accordance with Section 7. County and Contractor may mutually agree to reduce portions of the Work to offset the Change Order request to comply with County budget limits.
- (e) The Work Order Price shall only be changed by Change Order approved by Contractor and County.

4.2. Payment.

- (a) County shall pay to Contractor the progress payments set forth in Exhibit C when Contractor has completed the Work associated with such payment. Contractor must submit documentation at the time of invoicing for related progress payments.
- (b) County shall pay one hundred percent (100%) of each progress payment only after receiving payment from the California Energy Commission (CEC) and approval from CEC.
- (c) Payments will be made by County within fifteen (15) calendar days of receipt of CEC payment.

- (d) The following minimum content will be contained in, or delivered together with, any payment request from Contractor to County:
 - (i) Contractor address, phone number, and fax
 - (ii) Contractor invoice number and date
 - (iii) Project Site address(es)
 - (iv) Description of completed milestones since the immediately preceding payment request
 - (v) Total invoice amount
 - (vi) "Remit to" details (for wire transfer)
 - (vii) Lien waivers from major Subcontractors (>5% of Work Order Price)
 - (viii) Signature of authorized representative of Contractor, certifying as to the accuracy of the payment request.

- (e) County shall allow Contractor to submit the CEC reimbursement documents to the CEC within ten (10) business days after County's receipt of Contractor's invoice. If the CEC delays payment to County for longer than forty-five (45) days, or modifies the requirements for reimbursement, Parties shall negotiate in good faith to develop a solution that is acceptable to all Parties.

- (f) County may withhold or, on account of subsequently discovered evidence, nullify and require repayment of the whole or part of any payment to the extent necessary to protect County from loss, including costs and actual attorneys' fees, on account of (1) any breach of this Agreement by Contractor; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) failure of Contractor to make payments properly to its Subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that the Work to be completed as a condition to a payment has properly been completed; (5) penalties assessed against County for failure of Contractor to comply with state, federal or local laws and regulations; or (6) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Contractor.

- (g) For any non-Contractor caused delay or suspension lasting longer than 180 days, Contractor shall be entitled to a reasonable increase in the Contract Price for an increase in cost for materials, equipment, labor, taxes, tariffs, or other items necessary to complete the work. Should an increase arise; a fair and equitable solution will be negotiated in good faith between the County and Contractor for any additional costs required.

5. COMMENCEMENT & COMPLETION

5.1. Commencement and Substantial Completion.

- (a) Contractor shall perform the Work as soon as practicable following the receipt of a Notice to Proceed.

- (b)** County shall provide access to the sites to complete the Work.
- (c)** The Contractor shall achieve Substantial Completion as set forth in Work Order. Contractor may claim a justified extension of the Substantial Completion Date if it is or will be delayed in completing the Work for one or more of the following causes:

 - (i) Unanticipated Conditions which directly affect the Project Milestones;
 - (ii) Breach of this Agreement by County;
 - (iii) Suspension of the Work for more than 180 Days; or
 - (iv) Force Majeure Event.
- (d)** The following are conditions precedent to Substantial Completion:

 - (i) the System is mechanically, electrically, and structurally constructed in accordance with the requirements of this Agreement, the Work and Industry Standards, except for non-critical punchlist items that do not affect operations;
 - (ii) the electrical infrastructure and the grid connection for the System is mechanically, electrically and functionally complete and has achieved interconnection with the local utility;
 - (iii) County and Contractor shall have agreed punchlist items are only minor corrective measures. For clarity purposes, the punchlist does not include final as-built drawings, operation and maintenance manuals, operation and maintenance training, permission to operate by local utility, Performance Test, and final lien waivers; and
 - (iv) all necessary documents have been submitted to the local public utility and all Work has been completed to the extent necessary for the local utility to issue a permission to operate.
- (e)** When Contractor believes it has achieved Substantial Completion, Contractor shall provide notice to County containing sufficient detail to enable County to determine that Contractor has complied fully with the requirements of Section 5.1(d). Within ten (10) days after receipt of such notice, County shall either issue to Contractor the Certificate of Substantial Completion in a form similar to Exhibit F, or, if reasonable cause exists for doing so, advise Contractor by notice (stating the reasons therefore) that Substantial Completion has not been achieved. In the event County determines that Substantial Completion has not been achieved in accordance with the conditions precedent in Section 5.1(d), Contractor shall promptly take such action or perform such Work as is required to achieve Substantial Completion and shall thereupon issue to County another notice as set forth above. This procedure shall be repeated until such time as County has acknowledged Substantial Completion subject to Section 5.1(f).
- (f)** All punchlist items shall be completed no later than sixty (60) Business Days after Substantial Completion Date unless otherwise delayed by the local utility. Failure of Contractor to fulfill this obligation shall entitle County to complete the pending

works on its own. County shall issue final payment to Contractor minus the cost to complete remaining or incomplete punchlist items.

- (g) Any dispute between County and Contractor with respect to the projected achievement of Substantial Completion as contemplated by this Section 5.1 shall be resolved in accordance with Section 8.6.

5.2. Final Completion.

- (a) Final Completion of the System shall be deemed to have occurred only if:
 - (i) all punchlist items contemplated in Section 5.1(d)(iii) have been completed or waived;
 - (ii) all manuals, drawings and other documents expressly required to be delivered by Contractor hereunder have been delivered to County;
 - (iii) on-site operation and maintenance training as required has occurred;
 - (iv) all final Lien waivers have been obtained;
 - (v) a Certificate of Final Completion in a form similar to Exhibit F is duly signed and recorded by County's Representative and the Contractor's Representative; and
 - (vi) local utility has provided a permission to operate.
- (b) Upon Final Completion, Contractor shall submit to County a Certificate of Final Completion in a form similar to Exhibit F certifying that all of the foregoing conditions have been satisfied. County shall, within ten (10) Business Days after the receipt by County of such written certificate, shall execute an acknowledgment of such certificate if Contractor has achieved Final Completion or provide written notice of Contractor's failure to achieve Final Completion. Contractor shall promptly take such action or perform such Work as is required to achieve Final Completion and shall thereupon issue to County another notice as set forth above. This procedure shall be repeated until such time as County has acknowledged Final Completion .
- (c) Any dispute between County and Contractor with respect to the projected achievement of Final Completion as contemplated by this Section 5.2 shall be resolved in accordance with Section 8.6.

5.3. Inspection.

All Work performed by Contractor and all Equipment shall be subject to inspection by County, but such right of inspection of the Work or Equipment shall not relieve Contractor of responsibility for the proper performance of the Work or Equipment to the extent provided under this Agreement. Contractor shall provide to County or County's designee access to Contractor's facility or facilities where the Work is being performed during business hours, and subject to compliance with Site safety rules and policies. County shall ensure that the inspections do not affect the normal performance of this Agreement unless Work is not in compliance with this Agreement.

6. REPRESENTATIONS & WARRANTIES

6.1. Representations and Warranties of Contractor.

Contractor represents and warrants to County that:

- (a) Contractor is a California corporation, duly organized, validly existing, and in good standing under the laws of the State of California, and has full power to engage in the business it presently conducts and contemplates conducting, and is and will be duly licensed or qualified and in good standing under the laws of the State of California and in each other jurisdiction wherein the nature of the business transacted by it makes such licensing or qualification necessary and where the failure to be licensed or qualified would have a material adverse effect on its ability to perform its obligations hereunder.
- (b) Contractor has (either directly or through a Subcontractor) all the required authority, ability, skills, experience and capacity necessary to perform and shall diligently perform the Work in a timely and professional manner, utilizing sound procurement principles, project management procedures, construction procedures and supervisory procedures, all in accordance with Industry Standards. Contractor has (either directly or through a Subcontractor) the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Work for the Work Order Price.
- (c) The execution, delivery and performance by Contractor of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof to any lien other than as contemplated or permitted by this Agreement.
- (d) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to Contractor's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Contractor or in any impairment of its ability to perform its obligations under this Agreement.
- (e) All goods, services, equipment, parts, and materials furnished in connection with the Work related to the System are new, unused and undamaged at the time of delivery to the Site.
- (f) The individual executing this Agreement on behalf of Contractor is duly authorized to execute and deliver this Agreement on behalf of Contractor and this Agreement is binding upon Contractor in accordance with its terms.
- (g) Contractor Not Employee of County: It is understood and agreed that in no instance is any party, signing this Contract for or on behalf of County or acting as an employee or representative of County, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- (h) **Non-Discrimination:** Contractor shall provide all services under this Agreement without discrimination, and shall not discriminate against any employee or applicant for employment, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor will comply with Section 1735 of the Labor Code and all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules, regulations and relevant orders of the President's Committee on Equal Opportunity created thereby. Contractor shall also comply with the California Fair Employment and Housing Act (Government Code, Section 12900 and following).
- (i) **Severability:** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
- (k) **RETENTION OF RECORDS.** Pursuant to Government Code Section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

6.2. Representations and Warranties of County.

County represents and warrants to Contractor that:

- (a) County is a California County, duly organized, validly existing, and in good standing under the laws of the State of California, and has full legal capacity and standing to pursue its purpose (including the capacity to dispose of and encumber all of its assets) and full power to engage in the business it presently conducts and contemplates conducting.
- (b) The execution, delivery and performance by County of this Agreement will not (i) violate or conflict with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected, or its organizational documents or (ii) subject the System or any component part thereof or the Site or any portion thereof to any lien other than as contemplated or permitted by this Agreement.
- (c) There are no undisclosed actions, suits, proceedings, patent or license infringements or investigations pending or, to County's knowledge, threatened against it before any court or arbitrator that individually or in the aggregate could result in any materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of County or in any impairment of its ability to perform its obligations under this Agreement.
- (d) The individual executing this Agreement on behalf of County is duly authorized to execute and deliver this Agreement on behalf of County and this Agreement is binding upon County in accordance with its terms.

7. BREACH & TERMINATION

7.1. Termination by County.

Contractor shall be in default of this Contract and County may terminate Contractor's right to proceed under the Contract Documents, for any of the following causes:

- (a) Should Contractor make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of the properties of Contractor, or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
- (b) Should Contractor commit a breach of this Contract and not cure such failure within **ten (10)** calendar days of the date of notice from County to Contractor demanding such cure; or, if such failure is curable but not curable within such **ten (10)** day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of **ten (10)** day period, Contractor must provide to County within the **ten (10)** day period a written plan acceptable to County to cure the breach, and then diligently commence and continue such cure according to the written plan.); or
- (c) Should Contractor violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or the Work, and does not cure such violation within **ten (10)** calendar days of the date of the notice from County to Contractor demanding such cure; or, if such failure is curable but not curable within such **ten (10)** day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of **ten (10)** day period, Contractor must provide to County within the **ten (10)** day period a written plan acceptable to County to cure the violation, and then diligently commence and continue such cure according to the written plan.)
- (d) If County at any time reasonably believes that Contractor is or may be in default under the Contract, as defined above, County may in its sole discretion notify Contractor in writing of this fact and request written assurances from Contractor of performance of the Contract and a written plan to remedy any such defaults. Failure of Contractor to provide written assurances of performance as required herein will constitute a material breach of the Contract sufficient to allow County to invoke Section 7.1(b) above.
- (e) For unanticipated site conditions that are beyond the contemplation of the parties that create any additional costs to County, County shall have the right to terminate this agreement whenever the County determines that termination is in the

best interest of the County Termination shall be effected by delivery to Contractor of notice of termination specifying the extent to which performance of the Work under the Contract is terminated, and the date upon which the termination becomes effective.

- (f) In event of termination for cause, County shall immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in the Performance Bond. Subject to the Surety's rights under the Performance Bond, County may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

7.2. Termination for Cause.

In the event of termination by County as provided in Section 7.1(b) above for cause,

- (a) County shall compensate Contractor for the value of the Work delivered to County upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides County with updated as-built plans and project record documents showing the Work performed up to the date of termination. However, County shall not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties; and
- (b) Contractor shall deliver to County possession of the Work in its then condition, including but not limited to all designs, engineering, project records, cost data of all types, Drawings and Specifications and contracts with vendors, subcontractors and subconsultants, and all other documentation associated with the project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or have salvage value only at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this paragraph shall not be interpreted to diminish any right that County may have to claim and recover damages for any breach of this Contract, but rather, Contractor shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with the Contract Documents.
- (c) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience and Contractor shall have no greater rights than it would have had if a termination for convenience had been effected. Any Contractor claim arising out of a termination for default shall be made in accord with the provisions of the Contract Documents on Claims and calculated in accordance with the provisions of the Contract Documents on change orders and Claims. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

7.3. Termination by Contractor.

Contractor may terminate this Agreement, for any of the following causes:

- (a) If County makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency, or it becomes the subject of any proceeding commenced under any federal or state insolvency statute or law for the relief of debtors.
- (b) If County fails to make any payment to Contractor hereunder when due and defined in Section 4, which failure remains uncured for thirty (30) days following County's receipt of written notice thereof from Contractor, the County shall be in breach and Contractor shall have all rights and remedies that may be available under Applicable Law against County with respect thereto, including without limitation the right to suspend performance of the Work or terminate this Agreement as set forth in this Agreement.

7.4. Indemnity.

- (a) Contractor shall indemnify, defend (upon the request of County) and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with the performance of this Contract by Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, except where caused by the sole negligence, active negligence or willful misconduct of County. Without limiting the generality of the foregoing, the same shall include injury, or death to any person or persons, damage to any property, regardless of where located, including the property of County, and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Contract on behalf of Contractor by any person or entity. County shall fully indemnify, save harmless and defend Contractor and its successors, assigns, officers, directors, members, managers, employees, agents, affiliates and partners in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any person (other than Affiliates of Contractor or Subcontractors) arising from or relating to this Agreement, but only to the extent caused by (a) the negligence, gross negligence or willful misconduct of County or its agents or employees or others under County's control or (b) a breach by County of its obligations hereunder.

7.5. Limitations of Liability.

- (b) No Consequential Damages. IN NO CIRCUMSTANCES SHALL THE CONTRACTOR OR COUNTY OR ANY OF THEIR RESPECTIVE OFFICERS, MEMBERS OR EMPLOYEES BE LIABLE FOR PUNITIVE,

CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR REVENUES OR THE LOSS OF USE OF SUCH PROFITS OR REVENUE, LOSS BY REASON OF PLANT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY, COSTS OF REPLACEMENT POWER OR CAPITAL, DEBT SERVICE FEES OR PENALTIES, INVENTORY OR USE CHARGES, DAMAGES TO REPUTATION, DAMAGES FOR LOST OPPORTUNITIES, REGARDLESS OF WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON PARTIES' LIABILITY FOR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES IN THIS SECTION 7.5(a) SHALL NOT APPLY TO THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS AS SET FORTH IN THIS AGREEMENT FOR SUCH DAMAGES WHEN SUCH DAMAGES ARE SOUGHT BY THIRD PARTIES.

(c) Maximum Liability. Whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall (i) County's total liability arising out of or related to this Agreement exceed one-hundred percent (100%) of the Contract Price. Similarly, whether an action or claim is based on warranty, contract, tort or otherwise, under no circumstance shall Contractor's total liability arising out of or related to this Agreement exceed one hundred percent (100%) of the Contract Price.

8. MISCELLANEOUS

8.1. Representatives.

- (a) County Representative. County designates, and Contractor agrees to accept, Jon Hopkins as County Representative for all matters relating to Contractor's performance of the Work. The actions taken by County Representative regarding such performance shall be deemed the acts of County and shall be fully binding for County. County may, upon written notice to Contractor, pursuant to Section 8.7 hereof, change the designated County Representative.
- (b) Contractor Representative. Contractor designates, and County agrees to accept, Kecia Davison as Contractor Representative for all matters relating to Contractor's performance under this Agreement. The actions taken by Contractor Representative shall be deemed the acts of Contractor and shall be fully binding for Contractor. Contractor may, upon written approval of County, such approval shall not be unreasonably approved pursuant to Section 8.7 hereof, change the designated Contractor Representative.
- (c) Power of Representatives. The Parties shall vest their Representatives with sufficient powers to enable them to assume the obligations and exercise the rights of Contractor or County, as applicable, under this Agreement.
- (d) Notices to Representative. Notwithstanding Sections 8.1(a) and 8.1(b), all amendments, Change Orders, notices and other communications between Contractor and County contemplated herein shall be delivered in writing and otherwise in accordance with Section 8.7.

8.2. Ownership of Plans, Data, Reports and Material.

- (a) Subject to Sections 8.2(c), Contract Documents developed by Contractor under this Agreement shall become the property of County when prepared and shall be delivered to County upon completion of the Work; provided that nothing in the foregoing shall impair, alter or otherwise affect Contractor's proprietary rights in its patents, products or other intellectual property.
- (b) Any additional inventions or intellectual property created during performance of this Agreement shall be owned by Contractor.
- (c) Contractor further agrees to grant and hereby grants to County an revocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of Contractor related to the Work now or hereafter owned or controlled by Contractor to the extent reasonably necessary for the operation, maintenance or repair of the System or any subsystem or component thereof designed, specified, or constructed by Contractor under this Agreement. No other license in such patents and proprietary information is granted pursuant to this Agreement.

8.3. Governing Law.

The formation, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any Dispute that is not resolved pursuant to Section 8.6, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Amador County, California and shall comply with all requirements necessary to give such court jurisdiction.

8.4. Force Majeure.

Contractor shall promptly notify County in writing of any delay or anticipated delay in Contractor's performance of this Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. Contractor shall deliver such notice as soon as reasonably practicable, but in any event within forty-eight (48) hours of Contractor's becoming aware of such delay. Contractor shall be excused for any delays or defaults in the performance of its obligations under this Agreement that are the result of a Force Majeure Event. Contractor shall be entitled to a reasonable extension of time for delays due to a Force Majeure Event.

8.5. Responsibility for Errors

Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County, regarding any services rendered under this Agreement at no additional cost to the County. In the event an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates, and other professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting with regard to the correction.

8.6. Dispute Resolution.

- (a) Good faith negotiations. In the event that any question, dispute, difference or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance or termination (a "Dispute"), which either Party has notified to the other, senior management personnel from both Contractor and County shall meet and diligently attempt in good faith to resolve the Dispute for a

period of thirty (30) days following one Party's written request to the other Party for such a meeting.

- (b) Technical Dispute. Technical Disputes shall be resolved by an independent expert. For the purposes of this Agreement, a "Technical Dispute" shall mean a Dispute regarding whether the System conforms to the Industry Standards and applicable Building Codes, whether the relevant part of the Site where the System is located meets the required Site characteristics, and any other Disputes of a technical or engineering nature. All Technical Disputes shall be resolved on an accelerated basis by a nationally recognized professional expert unless otherwise agreed in writing by Contractor and County. Parties will share equally in the cost of the independent expert engaged to resolve Technical Disputes.
- (c) Non-Binding Mediation. If the Dispute remains unresolved, a Party may require that a non-binding mediation take place with a mediator mutually chosen by County and Contractor. If County and Contractor are unable to agree on a mediator, then either may request that the American Arbitration Association (the "AAA") to appoint a mediator. The mediator's fee and expenses shall be paid one-half by County, and one-half by Contractor. In any such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three hours with mediator. The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual Dispute; (ii) actions to collect payments not subject to bona fide Dispute; or (iii) claims involving third parties who have not agreed to participate in the mediation of the Dispute. The provisions of this Section 8.6 shall survive any termination of this Agreement.
- (d) Attorneys' Fees. Each Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement shall bear the costs of its own attorneys' fees expended in connection with such an action from the other Party.

8.7. Notices and Demands.

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing (a) the same day if personally delivered; (b) three (3) days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) the same day if sent by facsimile or electronic mail with confirmation. Mailed notices, facsimile notices or electronic notices shall be addressed as follows to:

County:

Name: County of Amador
Attention: Jon Hopkins, General Services Director
Address: 12200-B Airport Road, Jackson, CA 95642

Phone: (209) 223-6759
Facsimile: (209) 223-0749
Email: jhopkins@amdorgov.otg

With a copy to: County Counsel
Name: Greg Gillott
Attention:
Address: _810 Court Street, CA 95642__

Contractor:

Name: Famand Inc., dba SitelogIQ
Attention: Kecia Davison, Vice President, Sales
Address: 1512 Silica Avenue
Sacramento, CA 95815
Phone: (714) 290-4075
Facsimile: (916) 348-3020
E-mail: kecia.davison@sitelogiq.com

8.8. Public Records Act Disclosure.

Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et seq.). Exceptions to public disclosure may be those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed by County to be required by law or by court order. County provide Contractor 5 days written notice if County intends to disclose any information which Contractor has identified as trade secret, and provide Contractor 10 business days to take steps to oppose such disclosure.

8.9. Time of Essence.

Time is expressly agreed to be of the essence of this Agreement and each, every and all of the terms, conditions and provisions herein.

8.10. Validity.

The provisions contained in each section, subsection and clause of this Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid. The Parties shall, if necessary, negotiate in good faith and make any necessary amendments to ensure the enforceable terms of this Agreement reflect the true intent of the Parties as of the date of execution of this Agreement.

8.11. Binding Effect.

This Agreement shall be binding on the Parties hereto and on their respective permitted successors, heirs and assigns.

8.12. Modifications.

No oral or written amendment or modification of this Agreement by any administrator, Board member, officer, agent or employee of Contractor or County, either before or after execution of this Agreement, shall be of any force or effect unless such amendment or modification is in writing and is signed by any duly authorized representative of both Parties to be bound thereby.

8.13. Headings.

The headings in this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8.14. Counterparts; Signature Pages.

This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument. Facsimile and other electronically transmitted signature pages shall be effective to bind a Party to this Agreement.

8.15. Announcements and Publications.

Contractor shall coordinate with County with respect to, and provide advance copies to County for review of, the text of any proposed announcements or publications that include any non-public information concerning the Work prior to the dissemination thereof to the public or to any Person other than Subcontractors or advisors of Contractor, in each case, who agree to keep such information confidential. If County delivers written notice to Contractor rejecting any such proposed announcement or publication within ten (10) Business Days after receiving such advance copies, the Contractor shall not make such public announcement or publication; provided, however, that Contractor may disseminate or release such information in response to requirements of Governmental Authority.

8.16. Complete Agreement.

This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the Parties regarding its subject matter and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter. No oral agreement or conversation with any officer or employee of either Party or any or all prior proposals shall affect or modify any of the terms and conditions of this Agreement. This Agreement shall not be modified except by written amendment signed on behalf of the County and Contractor by their duly authorized representatives. Any purported oral amendment to the Agreement shall have no effect.

8.17. No Agency.

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

8.18. Priority of Documents.

In the event of conflicting provisions between any of the Contract Documents, the provisions shall govern in the following priority: first, duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); second, this Agreement; third, Work Order in Exhibit C, and fourth, the other Contract Documents.

8.19. Assignment.

Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

8.20. No Waiver.

Either Party's failure to enforce any provision of this Agreement of the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date set forth above.

County of Amador,

a County organized and existing under the laws of
the State of California

By: _____
Name:
Title:

Famand, Inc.,

a California corporation, (dba) SitelogIQ

By: _____
Name: Kecia Davison
Title: Vice President, Sales
Contractor's License #: 646794

EXHIBIT A DEFINITIONS

“Affiliate” of a specified Person means any Person that directly or indirectly through one or more intermediaries’ controls, is controlled by, or is under common control with, such specified Person. As used in this definition of Affiliate, the term “control” of a specified Person including, with correlative meanings, the terms, “controlled by” and “under common control with,” means (a) the ownership, directly or indirectly, of 50% or more of the equity interest in a Person or (b) the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the preamble.

“Applicable Law” shall mean, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, consent or requirement of such Governmental Authority, as construed from time to time by any Governmental Authority.

“Applicable Permits” means those permits identified as the responsibility of Contractor as determined in Exhibit C.

“Authority Having Jurisdiction (AHJ)” means those local, state, or federal entities having regulatory authority over a specific aspect of the Project, such as building officials, Department of State Architecture, and fire departments.

“Business Day” means Mondays to Fridays, except such days on which banks are permitted or required to close in California.

“Certificate of Substantial Completion” shall mean a document in similar form to Exhibit F.

“Certificate of Final Completion” shall mean a document in similar form to Exhibit F.

“Change” shall mean any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work, including without limitation any such addition, deletion, suspension, or other modification that effects a change in the scope of the Work. An “Unanticipated Condition” as defined in Section 3.5 hereof, experienced by Contractor during the course of the Work is included within the definition of “Change”.

“Change Order” shall mean a written document signed by County and Contractor to adjust the Work Order Price or Construction Schedule as a result of a Change issued after execution of this Agreement.

“Commencement of Work” shall mean the commencement of Work for each Work Order.

“Construction Schedule” shall mean the schedule for implementation of the Work as determined by the Contractor to meet the Project Milestones as set forth on Exhibit C.

“Construction Documents” shall mean construction documents prepared by Contractor and approved by County.

“Contract Documents” shall mean this Agreement and Exhibits hereto, and drawings, specifications, plans, calculations, models and designs that are part of this Agreement and the Construction Documents prepared by Contractor and approved by County.

“Contractor” shall have the meaning set forth in the preamble.

“Contractor Representative” shall mean the individual designated by the Contractor in accordance with Section 8.1(b).

“Day” means calendar day unless it is specified that it means a “Business Day”.

“Disclosing Party” shall have the meaning set forth in Section 8.8.

“Dispute” shall have the meaning set forth in Section 8.6(a).

“County” shall have the meaning set forth in the Preamble to this Agreement.

“County Permits” means those permits identified as the responsibility of County in Exhibit C.

“County’s Representative” shall mean the individual designated by County in accordance with Section 8.1(a).

“Dollar” and “\$” shall mean the lawful currency of the United States of America.

“Effective Date” shall mean the date first set forth in the preamble.

“Environmental Attributes” means all environmental and other attributes that differentiate the System or the energy generated by fossil-fuel based generation units, fuels or resources, characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or of mercury, or other gas or chemical, soot, particulate matter or other substances attributable to the System or the compliance of the System or the energy output with the law, rules and standards of the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator or any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes and Reporting Rights.

“Environmental Incentives” means all rights, credits (including tax credits), grants, rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Environmental Attributes of the System on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site. Without limiting the forgoing, “Environmental Incentives” includes green tags, renewable energy credits, grants, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the system on each Site or the energy output or otherwise from the development, construction, installation or ownership of the System on each Site or the production, sale, purchase, consumption or use of the energy output from each Site.

“Equipment” shall mean (a) all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required for prudent design, construction or operation of the System in accordance with Industry Standards and (b) all materials,

supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto described in, required by, reasonably inferable from or incidental to the Work or the Contract Documents.

“Excusable Delay” shall mean a Delay outside of Contractor’s control that prevents Contractor from achieving the Commercial Operation Date for any System in accordance with the Project Schedule, and to the extent that such Delay adversely affects the Work such that the performance of the Work is prevented or delayed, Contractor shall be entitled to an adjustment in the Construction Schedule and deadlines of this Agreement. For purposes of this Agreement, an Excusable Delay shall include any of the following events:

- (a) an act or failure to act of, or other delay caused by, or negligence of, County or its agents or employees;
- (b) changes in the design, scope or schedule of the Project unilaterally required by the County;
- (c) the suspension of Work in whole or in part by County;
- (d) labor disputes, fire, vandalism, delay in manufacturing and deliveries;
- (e) adverse weather conditions not reasonably anticipated and in excess of 150% of the normal weather (*e.g.*, rain, snow, sleet) for the local geographic area for the past ten (10) years as measured in a given month;
- (f) unforeseen conditions at any Site, including discovery or existence of Hazardous Substances;
- (g) the occurrence of a Force Majeure, or other unavoidable casualties or other causes beyond Contractor’s control;
- (h) the failure to obtain any Utility Interconnection Agreement, permission to operate, Applicable Permit, CEQA/NEPA approval or approval of a Governmental Authority or delays caused by changes and/or modifications to the Scope of Work as required by any Governmental Authority having jurisdiction over the Project;
- (i) any equipment or material delays caused by suppliers or vendors;
- (j) adverse changes to regulatory requirements;
- (k) any breach of this Agreement or the Utility Interconnection Agreement or any information provided to the Contractor by County or Utility is inaccurate or incomplete; or
- (l) any other cause outside Contractor’s control after Contractor’s best efforts to mitigate that delay, to the extent that Contractor is able to mitigate such delay, provided that a failure to perform of Contractor’s subcontractors’ shall not be an Excusable Delay, unless such subcontractors are unable to perform the Work as a result of any of the events described in this definition of “Excusable Delay”.

“Facility” shall mean any and all properties of the County upon which the System shall be constructed or to which the System shall be connected, including land, buildings, structures, equipment, and electrical tie-in points.

“Final Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.2.

“Force Majeure Event” shall mean, when used in connection with the performance of a Party’s obligations under this Agreement, any act or event (to the extent not caused by such Party or its agents or employees) which is reasonably unforeseeable, or being reasonably foreseeable, reasonably unavoidable (including by taking prudent protective and preventative measures) and outside the control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its obligations under this Agreement. In particular, any of the following shall be considered a Force Majeure Event:

- a. war (whether or not war is declared), hostilities, revolution, rebellion, insurrection against any Governmental Authority, riot, terrorism, acts of a public enemy or other civil disturbance;
- b. acts of God, including but not limited to, unusually severe storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, winds in excess of ninety (90) miles per hour, drought, and objects striking the earth from space (such as meteorites) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) of FACILITY and equipment relating to the performance by the affected Party of its obligations under this Agreement;
- c. strikes, walkouts, lockouts or similar industrial or labor actions or disputes, in each case of a regional or national nature;
- d. changes in Applicable Law after the Effective Date that materially impact a Party’s ability to perform under this Agreement; and
- e. acts of any Governmental Authority that materially restrict or limit Contractor’s access to the Site.
- f. plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions.
- g. explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current

“Funding Date” shall mean the date that County has received monetary funds necessary to fulfill its obligations under this Agreement.

“Governmental Authority” shall mean any national, autonomic, regional, province, town, county, or municipal government, or other administrative, regulatory or judicial body of any of the foregoing.

“Hazardous Material” shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyl’s (“PCBs”), urea formaldehyde insulation, lead paints

and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now listed, defined or regulated in any manner by any federal, state or Applicable Law.

“Indemnified Party” shall have the meaning set forth in Section 7.4.

“Indemnifying Party” shall have the meaning set forth in Section 7.4.

“Industry Standards” shall mean those standards of care and diligence normally practiced by a majority of engineering, construction and installation firms in performing services of a similar nature in jurisdictions in which the Work will be performed and in accordance with good construction practices, Applicable Permits, and other standards established for such Work.

“Manufacturer Warranty” shall have the meaning set forth in Exhibit C.

“Party” shall mean, individually, each of the parties to this Agreement.

“Performance Tests” means, the tests of the System, as more particularly described in Exhibit C.

“Person” shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

“Project” shall mean the entirety of Work to be performed by Contractor pursuant to the terms and conditions of the Work and any Change Orders.

“Receiving Party” shall have the meaning set forth in Section 8.8.

“Representatives” shall mean the Contractor Representative and the County Representative and each may individually be referred to as a "Representative".

“Rock” is defined as limestone, sandstone, granite or similar rocks in solid beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Material which can be loosened with a pick, frozen materials, soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as “Rock”.

“County” shall have the meaning set forth in preamble.

“Site” shall have the meaning set forth in the first recital, and is more fully described in Exhibit C. An individual Site shall mean any area of a property owned by the County upon which a System is constructed.

“Solar Plant” shall mean that portion of the System only related to converting solar radiation into electricity and explicitly excludes all energy conservation technologies.

“Subcontractor” shall mean any Person, other than Contractor and Suppliers, retained by Contractor to perform any portion of the Work (including any Subcontractor of any tier) in furtherance of Contractor’s obligations under this Agreement.

“Substantial Completion” shall mean satisfaction or waiver of all of the conditions for completion of that portion of the System applicable to a particular Work Order as set forth in Section 5.1(d).

“Substantial Completion Date” shall mean the actual date on which the Substantial Completion of the System, as defined in Section 5.1(d), has occurred.

“Suppliers” shall mean those Equipment suppliers with which Contractor contracts to build the System.

“System” shall have the meaning ascribed in the Recitals to this Agreement.

“Technical Dispute” shall have the meaning set forth in Section 8.6(b).

“Third Party” shall have the meaning of any persons or entity not affiliated with Contractor or County.

“Unanticipated Condition” shall have the meaning set forth in Section 3.5.

“Work” shall mean all obligations, duties, and responsibilities assigned to or undertaken by Contractor and described in Exhibit C with respect to the System.

“Work Order” shall mean the assigned Work for each Site as described in Exhibit C.

“Work Order Price” shall mean the amount for performing the Work that is payable to Contractor as set forth in Section 3.2, as the same may be modified from time to time in accordance with the terms hereof, and as described in Exhibit C.

EXHIBIT B
CERTIFICATIONS

- Exhibit B-1 Drug-Free Workplace / Tobacco-Free Environment Certification
- Exhibit B-2 Non-Collusion Declaration

**DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION
(EXHIBIT B-1)**

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The County of Amador is not a "state agency" as defined in the applicable section(s) of the Government Code, but the County of Amador is a local agency and County under California law and requires all contractors on County of Amador projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.

3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the County of Amador determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and County of Amador Board Policies, all County of Amador sites, including the Sites, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in County of Amador property. County of Amador Property includes County buildings, grounds, owned vehicles and vehicles owned by others while on County of Amador property. I acknowledge that I am aware of the County of Amador's policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Sites.

Date:

Proper Name of Contractor: Famand, Inc. (dba SitelogIQ)

Signature: _____

Print Name:

**NONCOLLUSION DECLARATION
(EXHIBIT B-2)**

(Public Contract Code § 7106)

The undersigned declares:

I am the Vice President of Famand Inc. dba SitelogIQ, the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. Contractor has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any other designer/builder or anyone else to put in a sham bid or proposal, or to refrain from proposing. Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of Contractor or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. Contractor has not, directly or indirectly, submitted his or her Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, governing agency, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date:

Proper Name of Contractor: Famand, Inc. (dba SitelogIQ)

Signature: _____

Print Name:

**EXHIBIT C
WORK ORDERS**

WORK ORDER #1

Solar Installations and Energy Conservation Work Including Transformer and HVAC Installation

SCOPE OF WORK

PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	Removed
<u>Section 3</u>	HVAC Scope of Work
<u>Section 4</u>	Transformer Retrofit Scope of Work
<u>Section 5</u>	Solar Plant Scope of Work
<u>Section 6</u>	Proposed Project Installation Timeline & Coordination
<u>Section 7</u>	Fixed Price Amount
<u>Section 8</u>	Progress Payment Schedule
<u>Section 9</u>	Terms and Conditions

1.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from June 2018 through July 2019. The Baseline data takes into consideration the quantity of facilities and size; 2018/2019 building operational schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, this data has been obtained from the County.

Since Contractor does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of the Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities, etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on County inputs, field measurements, and agreed upon assumptions and stipulations.
- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure's savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, the Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). Contractor shall obtain monthly energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness, guaranteed energy production of 90% for solar as defined in the Operation and Maintenance Agreement, and maximum energy savings for the different ECM's. Equipment brand and/or materials noted herein can be substituted, as approved by County, with equal equipment/materials based on the availability at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, County agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer's guidelines and in accordance with industry standards as applicable to the specific systems.

3.0 2.0 ~~Removed~~ HVAC SCOPE OF WORK

3.1 Basis of Design and Engineering

The intent of this project is to reduce the County's utility costs and operational expenses by replacing the existing HVAC equipment with new high energy efficient units.

As requested, Contractor will be replacing the existing units listed below in Section 3.2 with new higher efficient equipment of equal capacity. These direct replacements are based on the assumption that the original units have been sized properly for the local weather conditions, current occupancy levels and space use. Unless specifically requested, it is not Contractor's intent to re-design or to modify these systems. Unless specified otherwise, it is Contractor's intent to maximally re-use the existing air distribution systems, rooftop units' platforms or any pre-existing supports, electrical, gas & condensate drain connections and other existing HVAC system components. Contractor has the responsibility to ensure these system components to be re-used are in good operational order and no repairs are needed. Additionally, Contractor will inspect the work areas to ensure future equipment can be utilized with existing air distribution systems, rooftop units' platforms or any pre-existing supports, electrical, gas & condensate drain connections and other existing HVAC system components. Inspection shall not relieve Contractor of its obligation to have furnished materials and workmanship in accordance with Contract Documents. Contractor will provide County with a list of any Unanticipated Conditions prior to ordering equipment. Parties shall work together in good faith to determine an acceptable solution that will minimize cost and schedule impact.

In the absence of the reliable as-built drawings, Contractor has made certain design engineering and estimating assumptions for applicable work finished prior to completion of the final engineering and construction. Changes to the scope of work shall be at Contractors expense for all modifications and/or adjustments retrofits, alterations or any extra work, unless such change is caused by an Unanticipated Condition. Should they arise; a fair and equitable solution will be negotiated in good faith between the County

and Contractor for any additional costs required. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of the Work, shall be subject to inspection and rejection by County.

Contractor will use the 2016 Title-24 Code, 2016 California Building Code (CBC), 2016 California Plumbing Code (CPC), 2016 California Mechanical Code (CMC), the California Electrical Code (CEC), Sheet Metal & Air Conditioning Contractors' National Association (SMACNA) standards as applicable for this project under which it was developed in 2019.

3.2 Mechanical Scope of Work

The following lists in detail the mechanical Scope of Work to be performed for unit replacements included in this project:

- Provide necessary rigging and trucking of new equipment to the project site.
- Provide and install new package and split unit systems as detailed below.
- Provide sheet metal as needed to connect new unit to existing opening.
- Provide all necessary supplies, materials, equipment, appurtenances and labor.
- Furnish and install weather tight sealant on seams, joints and connections on equipment and ductwork replaced in this project to ensure full weather seal.
- Reconnect existing electrical service to new equipment with new disconnects, as needed.
- Reconnect all condensate and gas lines to new equipment.
- Reconnect refrigerant lines to new split unit systems.
- Provide and install new 7-day programmable Honeywell 9000 Wi-Fi thermostats for all new equipment installed in this project. Wi-Fi set up to be completed by County with Contractor support.
- Contractor's technicians will perform a complete start-up and test of new equipment to ensure proper system operation.
- Clean areas daily as new work is completed.
- One-year warranty on Contractor's provided equipment and workmanship. Warranty starts from the day of equipment start-up. All manufacturer warranties will be provided directly to the County by the manufacturer.
- If any warranty exceeding **one (1)** year is provided by the supplier or manufacturer of any equipment used in the Work, then Contractor shall pass through and/or assign the warranty for such materials for such term. If equipment were to fail within the extended manufacturer's warranty period, and such warranty is caused by poor workmanship by Contractor, Contractor shall replace such equipment at no cost to County. Contractor shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by its suppliers or manufacturers.
- Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of the Work and possesses or will timely obtain all necessary licenses and/or permits required to perform the Work, as necessary to complete the Work in accordance with the terms of the Contract Documents. Contractor warrants that all applicable design, engineering, design related services, construction work and construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of the Contract Documents. Contractor warrants that the Work shall be fit for its intended purpose, watertight and meeting current "state-of-the art" standards for detention facilities and public safety buildings, and that all systems equipment and each item of materials and equipment incorporated therein shall be new (unless otherwise permitted by County), shall be of suitable grade of its respective kind for its intended

use, shall be free from defects in design, engineering, materials, construction and workmanship, and shall conform in all respects with all applicable requirements of federal, state and local laws, licenses, and permits, the Drawings, Specifications, and all descriptions set forth therein, applicable construction codes and standards, and all other requirements of the Contract Documents.

The quantities, sizes and location of new HVAC units included in this project are listed below:

Animal Control						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
CU-8	1	2.0	Split GE	Lennox or Equal	14.0 SEER	95%
CU-2, CU-5, CU-7	3	3.0	Split GE	Lennox or Equal	14.0 SEER	95%
CU-9	1	4.0	Split GE	Lennox or Equal	14.0 SEER	95%
CU-1, CU-3, CU-4, CU-6	4	5.0	Split GE	Lennox or Equal	14.0 SEER	95%

Airport						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
Airport Office	1	3.0	Pkg GE	Lennox or Equal	14.0 SEER	80%

Corporation Yard						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
Corporation Yard	1	3.0	Pkg HP	Lennox or Equal	14.0 SEER	NA

General Services Administration						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
CU-4, CU-6, CU-7, CU-8	4	2.0	Split GE	Lennox or Equal	14.0 SEER	95%
CU-5	1	2.5	Split GE	Lennox or Equal	14.0 EER	95%
CU-9	1	3.0	Split GE	Lennox or Equal	14.0 SEER	95%
CU-1, CU-2, CU-3, CU-10, CU-11	5	5.0	Split GE	Lennox or Equal	14.0 SEER	95%

Probation Office						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
Room 1, Room 2, Room3	3	5.0	Pkg GE	Lennox or Equal	14.0 SEER	80%

Record Management						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
Office	1	5.0	Split GE	Lennox or Equal	14.0 SEER	95%

Sheriff's Office, Detention Center						
Proposed Equipment						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE %
HP-2, HP-3, HP-4, HP-5	4	1.5	Split HP	Lennox or Equal	14.0 SEER	NA
HP-1	1	2.0	Split HP	Lennox or Equal	14.0 SEER	NA
AC-12 (Interview Room)	1	3.0	Pkg GE	Lennox or Equal	14.0 SEER	80%
AC-13 (Locker Rooms)	1	4.0	Pkg GE	Lennox or Equal	14.0 SEER	80%
AC-9, AC-11	2	5.0	Pkg GE	Lennox or Equal	14.0 SEER	80%

Notes:

* - H/P – denotes Heat Pump system unit.

** - G/E – denotes Gas Electric system unit.

*** - Equipment brand noted above can be substituted, at County's approval, with equal equipment based on the availability at the time of the scheduled installation (per Section 6.0 below), constructability and other considerations as determined by the Project Manager.

3.3 HVAC Scope of Work Exclusions

The above Scope of Work excludes the following:

- Plumbing outside of the HVAC system; Fire Sprinklers; Acoustical Engineering and noise reduction provisions; Fire and Life Safety equipment and its components; project bonding; engineered drawings (not required for in-kind unit replacements); permit fees. Emphasis provided: Contractor shall **not exclude** all necessary supplies, materials, equipment, appurtenances and labor required to provide a turnkey HVAC system as approved by County.
- Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and defects which require repairs/replacements as a result of pre-existing conditions.
- Upgrade of the existing overall site electrical service capacity, if required for the new units.
- Controls; complete ductwork air balancing; economizers (not required by code).
- Any and all hazardous materials work, i.e. asbestos, lead etc.
- All work is to be completed during normal working hours between 6 a.m. and 6 p.m. Any request by County to change working times may result in a change order for added overtime rates.
- Any Code or Title-24 provisions that occurred after project development was completed in 2019.

4.0 ELECTRICAL TRANSFORMER RETROFIT SCOPE OF WORK

Amador County Transformer Retrofit will include (1) 30 kVA and (1) 75 kVA high-efficient transformer replacements at the County Administration Building. The intent is to reduce County operational and utility expenses by providing new, high efficient electrical transformers.

- Remove existing 75 kVA transformer and replace with (1) Powersmiths 75 kVA transformer.
- Remove existing 112.5 kVA transformer and replace with (1) Powersmiths 112.5 kVA transformer.
- Provide with pre- and post-metering and Data Validation Analysis by the manufacture's (Powersmiths) Technician
- 32-Year Pro-Rated Manufacturer's warranty.

4.1 Transformer Scope of Work Exclusions

The impact of the following exclusions has not been estimated in the above Scope of Work:

- Repair of any pre-existing electrical distribution problems.,

5.0 SOLAR PLANT SCOPE OF WORK

General

The scope of work for the new systems include engineering, permitting, procurement, construction, and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, utilities and transportation for the proper execution and completion of a fully integrated and operational System. Contractor shall perform, supervise and direct the Work in accordance with Industry Standards, Applicable Law and Project Milestone dates.

5.1 Solar System Summary

The solar PV systems installations will be installed as illustrated in the Site Layout Plans provided in section 5.14. In summary, the solar PV systems will include the following:

1. Administration Bldg., District Attorney's Office & Sheriff's Office solar installation will include two (2) electricity grid-connected carport structure photovoltaic systems with a total rated approximate capacity of 483.9 kW-DC-STC. Includes the addition of two (2) ADA parking stalls under parking canopy (restriping, curb cutting and signage as needed).
2. GSA, Corporation Yard, & Animal Services solar installation will include two (2) electricity grid-connected roof mounted photovoltaic systems a total rated approximate capacity of 175 kW-DC-STC.
3. County Library solar installation will include one (1) electricity grid-connected roof mounted photovoltaic system with a total rated approximate capacity of 38.5 kW-DC-STC. Large tree on southwest corner of building to be removed by County.
4. County Landfill solar installation will include one (1) electricity grid-connected ground mounted photovoltaic system with a total rated approximate capacity of 42.9 kW-DC-STC.

PV Systems will be complete turnkey systems and in general consist of the following:

- a. PV modules
- b. PV module support structure
- c. Inverter(s) with 20 year warranty
- d. System electrical protection
- e. Electrical disconnects
- f. Switchgear
- g. Control and monitoring systems as defined in Exhibit G in the Operation and Maintenance Agreement
- h. Computer Monitoring for system information installed in main office (County to provide internet access)
- i. Outdoor rated equipment enclosures
- j. Cables, wires, jumpers, connectors, system grounding and associated trenching and/or boring
- k. Equipment foundations
- l. Lighting (as required per code)
- m. Signage
- n. Installation of Kiosk Display in Administration Center
- o. Training
- p. 25 year warranty on panels
- q. As built drawings
- r. Energy Management System
- s. Complete Design and Drawings for obtaining required permits for construction
- t. Guaranteed 90% kWh Solar production as defined in the Operation and Maintenance Agreement.
- u. Assistance with loans and energy incentive programs

5.2 Engineering Design Services

The Contractor shall be responsible for detailed design and operational coordination of equipment and materials installed for the System. The Contractor shall conform to Industry Standard and Applicable Law.

The following design services shall be provided by the Contractor:

- A. Civil Engineering design, including the preparation of the following:
 - Site Plan
 - Geotechnical Report (if required)
 - CASp report (if required)
- B. Structural Engineering Design, including:
 - Foundations and other structural concrete
 - PV module support structural design
 - Structural design calculations, as required
- C. Mechanical Systems design, as required.
- D. Electrical Systems design, including:
 - PV modules
 - Inverter
 - DC combiners, disconnects, fuses, and wiring
 - AC breakers and disconnects
 - Revenue metering
 - Enclosures, conduit, and wiring
 - Communications and control systems as described herein
 - Other electrical systems included in the scope of work

5.3 Permits

Contractor shall obtain and shall file on a timely basis any documents required to obtain Applicable Permits including County (“County Permits”). County shall pay for all taxes, fees, and costs required to obtain all Permits.

Applicable Permits include:

- Fire Marshall
- General Construction and Building Permits

County Permits include:

- Easements required to complete the work.
- All other permits required for construction of the System, except for Applicable Permits

5.4 Procurement

Contractor shall procure all materials and equipment included in the scope of work for the installation of a complete System under this Work Order.

5.5 Construction Services

The following services shall be provided by the Contractor as part of the general construction activities:

- A. Civil construction, including surveying, clearing, grubbing, tree removal (in carport array area only), excavation, trenching, backfill, and fencing,
- B. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, shade structures, and other support structures
- C. Mechanical construction (if required)
- D. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems, telecom systems, and lighting systems as required for a complete System
- E. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities
- F. Support services, including Contractor’s trailers, shaded worker rest areas, restroom facilities, and security
- G. Coordination with County’s staff for site access, laydown, and storage with minimal interference with school operations
- H. Operator training services
- I. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed
- J. Construction inspections, material verification, and testing as required
- K. Lawful Disposal of refuse, spoils, chemicals, and waste materials associated with construction activities
- L. Testing and start-up services for electrical and control systems included in the scope of work. Testing shall include pre-operational functional tests, equipment calibration, and insulation resistance tests. All necessary test equipment and instrumentation will be provided.
- M. Miscellaneous consumable materials required to erect the System
- N. Coordination with County’s Staff and Representatives, including Inspector of Record (“IOR”) for all inspections and submittals.

5.6 Documentation Submittals

Contractor will prepare and submit designs, drawings, specifications and all required documentation as required by the Building Department for review and approval. County shall review the documents and provide any comments in writing to Contractor within fifteen (15) Business Days after receipt of

such documents (the “Design Review Period”). Contractor will proceed with the assumption that County has approved the documents if no comments are received within fifteen (15) Business Days. Any comments provided by County after fifteen (15) Business Days that result in re-work shall constitute a Change Order. County shall consolidate all comments for each review cycle such that Contractor does not receive comments in separate submittals at different times from various County personnel. Any re-work as a result of receiving comments in separate submittals shall constitute a Change Order. To the extent consistent with Applicable Law and Industry Standards, Contractor will incorporate County comments into the final designs, drawings, and specifications (the “Construction Documents”), as applicable. Contractor shall submit such revised documents to County for additional Design Review Periods, which shall not extend longer than fifteen (15) Business Days, until County approves such revised documents subject to the terms of the Agreement.

The following list is not all inclusive but defines the Contract Documents that are required to be submitted by the Contractor for review and approval by the County.

- A. Facility drawing with Project improvements drawn to scale (Site Plan)
- B. Electrical design package including:
 - Single Line AC and DC diagrams
 - Communication, Monitoring and Control schematics
 - Electrical Circuit and Conduit schedule
 - Electrical Equipment installation plans
 - Lighting plan, if required
 - Placard schedule
 - Equipment data sheets
- C. Structural Calculations package including:
 - Ground structural elements for ground-mount systems
 - Equipment foundations and enclosures
 - Security fencing
- D. System energy production calculations and software model based on Site Plan
- E. Approved Applicable Permits
- F. Geotechnical report including Project applicable soil properties (if required)
- G. Project Schedule
- H. Environment, Health and Safety Plan
- I. System Manual with specifications, startup, commissioning and testing procedures for relevant equipment.
- J. System Operation and Maintenance manual (O&M plan)
- K. As-Builts (Record Drawings)
- L. Professional Engineer Wet Stamps and signatures on final design documents:
 - Electrical Design package
 - Structural Calculation package
- M. Interconnection Agreement with Local Utility
- N. Documentation for Rate Change with Local Utility

5.7 Workmanship Warranty

- a. Commencing on the Final Completion Date and for a period of one (1) year thereafter, Contractor warrants that the Systems will be free from defects (“Workmanship Warranty”). If a System has a defect, and County provides written notification of said defect within the one (1) year workmanship warranty period, Contractor will, with County’s written approval either repair or replace the portion of the System that is defective at no cost to County within

forty-five (45) days of notification. The Workmanship Warranty shall not apply to the extent such defect is caused by any of the following:

- b. Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Contractor's prior written approval;
- c. Failure of a System to perform caused by legislative, administrative, or executive regulation, order or requisition of the government, local utility or public utilities commission, or any state, provincial or municipal government or official;
- d. Use of a System beyond the scope contemplated in its operating manuals or technical specifications;
- e. Damage to a System not caused directly or indirectly by Contractor or its subcontractors under any agreement between Contractor and County;
- f. Force Majeure Events;
- g. A change in usage of that portion of the Site on which the System is located which may affect building or site permits and related requirements, without the written approval of Contractor, or a change in ownership of building or property and the new owner has not signed an assumption agreement of the terms and conditions herein,
- h. Any defect of deficiency to the extent the same results from a specific written direction from the County if, prior to implementing such written direction, Contractor advised County that County's written direction would so affect the warranty provided by Contractor hereunder.

5.8 Manufacturer Warranties

Contractor shall procure and assign to County warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided for the Solar Plant by Contractor. Solar energy equipment included in the scope of work for electricity generation (PV modules, inverters) shall have a minimum ten (10) year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Contractor's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Contractor for the Solar Plant, provided Contractor has procured and assigned to County the Manufacturer Warranty of such equipment. Contractor makes no representation or warranty, and County shall seek no recourse from Contractor, regarding the Manufacturer Warranties.

Contractor shall require that Manufacturers provide the following warranties:

- a. Inverters shall have a twenty (20) year standard Manufacturer Warranty.
- b. PV modules shall have the following standard Manufacturer Warranties:
 - i. Five (5) year material and workmanship warranty;
 - ii. Ten (10) year power output warranty at ninety percent (90%) of rated nominal power output; and
 - iii. Twenty-five (25) year power output warranty at eighty percent (80%) of rated nominal power output.
- c. Meters shall have a one (1) year standard Manufacturer Warranty.

5.9 Performance Test

The Contractor is responsible for conducting the Performance Test of the complete System, including PV modules, inverters, metering, controls, and accessories. The Contractor shall provide all test equipment and special instrumentation required for the tests.

The Contractor shall operate the System during the Performance Tests. County shall be entitled to be present during any Performance Test.

Upon completion of any Performance Test, Contractor shall submit promptly the relevant certificate containing the results of such Performance Test to County's Representative as soon as practicable, but in any event within five (5) Business Days. County's Representative shall promptly review such certificate and the results set forth therein and shall determine whether the Performance Test has been successfully completed within five (5) Business Days following receipt of such certificate.

If the System fails to satisfy any Performance Test, County's Representative shall execute the certificate including the Performance Test that failed. Contractor shall repeat the Performance Test one or several times before Final Completion of the System. Contractor shall take all corrective actions so that the System may successfully complete the Performance Tests, without prejudice to County's rights and remedies in accordance with this Agreement.

The Performance Test is the ability of the System to demonstrate Actual System Power Output is consistent with the Nameplate Rated Capacity during the test period commencing immediately after Substantial Completion and permission has been provided by the local utility.

The following additional definitions apply to the System Performance Test:

- "Actual System Power Output" means the AC kilowatt hour output of the System measured at the revenue meter at the Site adjusted for Standard Test Conditions, ancillary loads, System losses, and ambient conditions.
- "Nameplate Rated Capacity" means the total Nameplate Rated Capacity (kW-DC-STC) as calculated by adding the PV module nameplate ratings at Standard Test Conditions (STC) of the PV modules in the System.
- "Standard Test Conditions (STC)" are defined as the following:
 - Irradiance in the plane of the array (average module tilt angle and orientation of the System) of 1,000 W/m².
 - 25°C module cell operating temperature as measured at the back surface or cell of the module.
 - Air Mass (AM) of 1.5.
- "Test Period" means a qualified period of time following Substantial Completion during which the Actual System Power Output and ambient conditions are measured and recorded. The Test Period shall consist of at least five (5) valid days. A day is considered valid if a wide distribution of data is collected over the range of insolation values from 200 to 1000 W/m². Each day shall have an adequate number (320 minimum) of valid data points in both the morning and afternoon.
- A successful test will demonstrate that the Actual System Power Output equals or exceeds *ninety-five percent (95%)* of the Nameplate Rated Capacity. If the Actual System Power Output does not meet this criteria, the Contractor shall investigate the System for defects, make any necessary corrections, and retest the System to achieve a successful Performance Test.

Actual System Power Output generated has been estimated based on the actual utility rates & billing structure at this time. Minor changes or modifications to the utility rate structure may positively or negatively affect financial benefits. Utility billing structure is out of Contractor's control.

5.10 Project Closeout

Contractor shall deliver to County an owner's manual, operator's manual and as-built drawings for the System no later than ninety (90) days after Substantial Completion occurs.

- a. At County's request, Contractor shall provide County's personnel with no less than one (1) full Day of detailed and complete on-site operation training with respect to the System. County's personnel shall have the qualifications necessary to perform their activities and will be hired by County or its Affiliate. Contractor shall provide County reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise. Contractor makes no representation nor warranty to County as to the availability or amount of any such subsidies, rebates or incentives.

5.11 County Responsibilities

Contractor shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by County:

- a. The County shall furnish, to the extent not already provided to Contractor: (a) all surveys or other information in County's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in County's possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in County's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.
- b. County shall provide continuous access to the Site to perform the Work according to the Construction Schedule;
- c. County shall make water source available at the Site for construction water;
- d. County shall pay for County Permits;
- e. County shall select its own personnel so that it is present at the date of Substantial Completion;
- f. County shall pay for and provide communication access for system monitoring;
- g. County shall pay for all taxes, fees, and costs required to obtain all Permits;
- h. County shall provide access to, and allow Contractor the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and

- i. County shall be responsible for operating the System from and after Final Completion unless County enters into an Operation and Maintenance Agreement with Contractor.

5.12 General Clarifications & Qualifications to Scope of Work

- a. Work Order Price assumes Contractor to obtain permitted and approved equipment layout drawings, one (1) review cycle by County of final design documentation (unless changes are noted), and one (1) final set of as-built drawings delivered to County in electronic format and hard copy.
- b. Schedule and Work Order Price assumes County will review and provide comments on drawings within 15 business days.
- c. Work Order Price is based on code approved conduit and wiring methods.
- d. Wiring from PV panels to combiners is USE cable and not placed in raceways.
- e. Assumes that ground at Landfill can be penetrated with standard helical screw footings.
- f. Grounding as required by NEC.
- g. AC and DC wiring to be aluminum where possible. All DC and AC Branch Circuits to be Copper. All Main runs (Cable larger than 1/0 AWG or higher voltage) may be Aluminum.
- h. Work Order Price is based on the COMEX and The Steel Index (TSI) material pricing as of the Effective Date. Increases to COMEX and The Steel Index (TSI) may result in an increase in the Contract Price.
- i. Work Order Price is based on site parking being available to all Contractor and Subcontractor employees.
- j. Work Order Price is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 6:00 AM and 6:00 PM.
- k. Work Order Price and schedule assumes that County will receive all necessary easements within 45 business days after the Effective Date.
- l. Work Order Scope assumes there are no existing encumbrances or easements on the site.
- m. Work Order Price and Schedule assumes that the County has closed all previous construction projects that may cause a delay in the approval of this Project.
- n. Contractor shall provide County with copies of all USA records secured by Contractor. Contractor is responsible for locating all underground facilities shown or indicated in contract documents, available information, or indicated by visual observation, including but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing.
- o. Contractor shall provide all trenching and excavation required to provide complete turnkey systems. All sites shall be returned by Contractor to their original condition as approved by County, including but not limited to all compaction, backfill, concrete, asphalt, etc.
- p. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all safety requirements specified in any safety program. Contractor shall be responsible for all damage to the Work, property or structures, all injuries to persons, and all economic damage arising from the performance of the Contract. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on site, materials, equipment and all work within or adjacent to work areas.
- q. Contractor shall protect all work, property or structures at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and

Underground Facilities, not designated for removal, relocation or replacement in the course of construction.

- r. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, subconsultant, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Final Acceptance of the Work has been achieved. Neither County nor any of their respective agents or representatives assume any responsibility for collecting indemnity from any person or persons causing damage to the Work. The existence of insurance coverage for any damage so incurred shall in no way limit Contractor's liability or County's rights of indemnity.
- s. Contractor has considered the physical conditions at or contiguous to the sites or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.
- t. Contractor has inspected the work areas to ensure solar, solar systems, materials and equipment can be utilized with roof systems, platforms or any pre-existing supports, and electrical systems and components. Inspection shall not relieve Contractor of its obligation to have furnished materials and workmanship in accordance with Contract Documents.
- u. Work Order Price and Schedule includes Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, and installation of new signs for ADA parking spots under the new carports at County Admin Center and path of travel to front door.

5.13 Solar Scope of Work Exclusions

The Solar Work excludes the following:

- a. Plumbing, Fire Sprinklers, Fire and Life Safety equipment and its components.
- b. Warranty, repair and/or upgrade of the existing mechanical, plumbing and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects repairs/replacements as a result of pre-existing condition, project bonding.
- c. Upgrade of the existing site electrical service capacity.
- d. Weather station.
- e. Any upgrades to existing parking lots, sidewalks, etc. unless otherwise included in scope.
- f. Structural shoring or upgrades to Library rooftop necessary to support solar.
- g. Clearing and Grubbing.
- h. Permanent Fencing
- i. Job Trailer, and bathroom facilities.
- j. Drill hole casing, water mitigation, or Rock drilling.
- k. Hazardous material abatement and/or removal of any kind.
- l. Inspector of Record fees.
- m. Storm Water Pollution Prevention Plan (SWPPP).

- n. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs other than the County Admin Center.
- o. California Solar Initiative (CSI) Incentive application fees.
- p. Tree Mitigation Costs.
- q. Glint and/or Glare study.
- r. String level monitoring.
- s. Relocation and modification of underground utilities.
- t. Premium time (except for utility tie-in).
- u. Field painting – lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the scope of work.
- v. Asphalt (fog, coating, and striping)
- w. Operation and Maintenance services unless County enters into a separate Operation and Maintenance Agreement.
- x. Full time onsite project and construction management.

5.14 Site Plans

Administration Bldg., District Attorney's Office, & Sheriff's Office PV Layout



GSA, Corporation Yard, & Animal Services



County Library



County Landfill



6.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete PV, HVAC, and Transformer retrofit at a given building or site.

Contractor shall afford all other contractors, utility owners, and County proper and safe access to the site, and reasonable opportunity for the installation and storage of their materials, shall ensure that the execution of the work properly connects and coordinates with their work, and shall cooperate with them to facilitate the progress of the work. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and program so that they may comply therewith as applicable. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for the safety precautions and programs incident thereto.

In order to minimize the disruption of County's operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants, etc. Contractor will work with the County to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the County with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining necessary equipment, parts and materials needed for installation, as listed in the scope of work. It is anticipated the construction phase of this project would be performed in 2020 - 2021.

County and its representatives shall coordinate all the project activities with Contractor's Project Manager only.

7.0 FIXED PRICE AMOUNT

The fixed price not to exceed amount for the Work Order is: **\$ 3,000,000.00**

8.0 PROGRESS PAYMENT SCHEDULE

Within **thirty (30)** calendar days from issuance of Notice to Proceed and prior to the Contractor's application for the second progress payment, Contractor shall submit a detailed breakdown of its Contract Price by scheduled Work items and/or activities, including coordination responsibilities and Project Record Document responsibilities. This breakdown shall be referred to as the Schedule of Values. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish the Schedule of Values of the total Contract Price, by assigning dollar values (cost estimates) to each applicable Master Project Schedule network activity, which cumulative sum equals the total Contract Price. The format and detail of the Schedule of Values shall be as directed by the County to facilitate and clarify future progress payments to Contractor for all Contract Work.

No later than the tenth day of each month, Contractor shall submit to County **two (2)** copies of a payment request for reimbursement of the portion of the Work put in place during the period from the first day to the last day of the previous month. Such requests for progress payments shall be based upon the Schedule of Values prices of all labor and materials incorporated in the Work at any time up to midnight of the last day of the previous month, less the aggregate of previous payments for Contractor's actual progress measured; and the County's receipt of California Energy Commission (CEC) payment. **No progress payment shall be made to Contractor until after the County has received payment from CEC.**

Payment requests shall include, but are not necessarily limited to, the following:

- a. Material, equipment and labor incorporated into the Work, less any previous payments for the same;
- b. Subject to satisfaction of the conditions of the California Energy Commission (CEC) , and upon County’s agreement (which County may refuse in its sole discretion), one hundred percent (100%);;
- c. Certified payrolls of Contractor and its Subcontractors that bring the employer current as of the time of billing, demonstrating that they have paid the specified general prevailing rate of per diem wages to employees for the proper craft performing portions of the Work that are the subject of the payment request. County or its authorized representative may monitor wage rates and payment of prevailing wages by interviewing workers on the job site.

Contractor is responsible for submitting on behalf of the County pay request to CEC and provide copies of such documentation to County.

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Notice to Proceed	10%
Equipment Deposit	20%
Progress Payments	50%
Substantial Completion	10%
Final Completion	10%

9.0 TERMS AND CONDITIONS

Unless otherwise stated, this Work Order shall be completed within the terms of the Engineering, Procurement, and Construction Master Agreement executed on June 23, 2020 between Famand Inc. dba SitelogIQ, and the County.

[Signatures to follow]

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

Famand, Inc (dba SitelogIQ)
a California Corporation

By: _____ Date: _____

Name:
Title:

County of Amador,
a California County

By: _____ Date: _____

Name: Kecia Davison
Title: Vice President, Sales

WORK ORDER #2
Interior and Exterior Lighting

SCOPE OF WORK

PROJECT SCOPE OF WORK INDEX

<u>Section 1</u>	Basis of Energy Engineering
<u>Section 2</u>	Lighting Scope of Work
<u>Section 3</u>	Removed
<u>Section 4</u>	Removed
<u>Section 5</u>	Removed
<u>Section 6</u>	Proposed Project Installation Timeline & Coordination
<u>Section 7</u>	Fixed Price Amount
<u>Section 8</u>	Progress Payment Schedule
<u>Section 9</u>	Terms and Conditions

2.0 BASIS OF ENERGY ENGINEERING

Forecasted energy savings are the difference between the pre- and post-retrofit period consumption for the equipment included in the scope of Work. The pre-retrofit (or Baseline) data for this project covers the period from June 2018 through July 2019. The Baseline data takes into consideration the quantity of facilities and size; 2018/2019 building operational schedules; occupancy factors and utilization; utility usage, costs and utility rates along with the available average ASHRAE weather files for the closest weather station. Except weather files, this data has been obtained from the County.

Since Contractor does not control/follow the building operations on a day-by-day basis, it is virtually impossible to track the energy consumption and savings from utility bills due to many dynamic factors that are out of the Contractor's control. These factors (permanent or temporary) include, but are not limited to: weather changes; changes in the use of any facility and number of occupants (including, but not limited to, staff); changes to the hours of operation of any facility; changes to the control system scheduling; changes or modifications to the equipment or services provided under this Agreement; changes in utility suppliers, method of utility billing, number of days in the billing cycle, utility rates or method of utility purchasing; improper maintenance of the equipment or of any energy-consuming equipment; changes to the equipment or to any facility required by changes to building codes; additions or deletions of energy-consuming equipment; personal portable heaters; refrigerators and vending machines and/or additions or deletions of any facilities, etc.

Therefore, engineering calculations approach is based on a measure-by-measure (ECM-by-ECM) basis and is to be derived by comparing the specific value of physical parameters after the installation to its value prior to the installations. For example: lighting systems retrofit (see below) will result in lower wattage consumption than Baseline scenario. This measure is not affected by weather changes, HVAC or other unrelated equipment energy consumption that are reflected in the utility bills. Below are some key characteristics and features of the measure-by-measure energy saving calculations method:

- It calculates savings based on County inputs, field measurements, and agreed upon assumptions and stipulations.

- It does not involve utility bill comparisons; however, utility bills may be analyzed to identify energy consuming trends and correlations.
- It is structured so that the individual measure’s savings, as described in Scope of Work, shall not be affected by unrelated building modifications.

In any event, the overall energy use of the facility would be lower than if the energy saving measures (retrofits) identified in the facility solutions project herein had not been implemented.

If desired, the Contractor may provide additional utility data analysis and benchmarking based on the standard engineering principals for an additional fee (excluded from this Scope of Work). Contractor shall obtain monthly energy bills, energy usage data, and any other such documentation related to changes to energy usage as outlined above.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different ECM’s. Equipment brand and/or materials noted herein can be substituted, as approved by County, with equal equipment/materials based on the availability at the time of the scheduled installation, constructability and other considerations as determined by the engineer and project manager.

In order to achieve energy savings in the future years and for trouble-free operation, County agrees to maintain and service the equipment and systems included in the Scope of Work per equipment manufacturer’s guidelines and in accordance with industry standards as applicable to the specific systems.

2.0 GENERAL LIGHTING SCOPE OF WORK

Energy savings are realized due to the fact that the total input watts of the lighting fixtures will be reduced. Energy savings resulting from the Lighting System Retrofit have been estimated for each individual light fixture type based on the following simple formula:

$$\text{Annual Saving, \$} = \frac{(\text{Existing Watts} - \text{New Watts})}{1000} \times \text{Hours/Year} \times \text{Utility Rate} \times N$$

Where,

- Existing Watts* – Wattage rating for the existing (Baseline) light fixture
- New Watts* – New wattage rating for the existing light fixture
- Hours/Year* – Annual number of “burn-hours” (run hours for different areas)
- Utility Rate* – Actual weighted composite utility rate, \$/kWh
- N* – Number of light fixtures of the particular type (see below for the actual quantities).

Currently the (6) sites have a mixture of lighting technologies. Past modernization and retrofit projects included the upgrading of several sites with first generation electronic ballasts and T8 fluorescent lamps. Areas not inclusive of these past projects are still using older style inefficient magnetic ballasts and T12 fluorescent lamps.

Scope of Work presented herein is based on retrofits feasibility, cost effectiveness and maximum energy savings for the different options.

This project will provide a significant energy reduction while greatly improving the overall quality and quantity of light. Magnetic ballasts and T12 lamps included in the Lighting Scope of Work below will be replaced with High Efficiency low wattage electronic ballasts coupled with L.E.D. lamps. Optical imaging reflectors will be installed where applicable to maximize overall fixture efficiency. Fixtures identified below that are presently powered by electronic ballasts will be retrofitted with 4th generation electronic ballasts and L.E.D. lamps. In addition to the linear fluorescent fixture retrofits, incandescent lamps identified in the scope of work below will be replaced with L.E.D. lamps or fixtures.

The lighting scope below includes only fixtures that are OBF compliant and listed in the DLC (Design Lights Consortium).

Exterior lighting included in this project will be replaced with new L.E.D. fixtures or lamps as applicable.

In areas (if any) with bi-level lighting in linear lamp applications, our standard retrofit practice includes "checker-boarding" luminaires.

Expended lighting lamps and ballasts will be disposed of per current EPA regulations. Any lighting ballasts removed that contain PCB's will be treated as Hazardous waste and disposed of per EPA hazardous waste regulations.

Unless specifically requested by the County, the intent of lighting retrofit Work is not to increase the light levels but rather to maintain the existing or better lighting levels while maximize energy savings without re-designing the overall system. In some cases, where the areas are over illuminated (per Illumination Engineering Society recommendations), light levels may be reduced to the recommended levels.

The presented retrofits will not affect the usability of the buildings or facilities and therefore are not alterations, additions, new construction or modification of the existing systems. As a result, the scope of work is considered maintenance replacement of the existing outdated lighting system components with like-kind components of higher efficiency and longer useful life. Maintenance related items are not considered lighting alterations and are exempted from the code and Title 24 provisions for the facilities

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all safety requirements specified in any safety program. Contractor shall be responsible for all damage to the Work, property or structures, all injuries to persons, and all economic damage arising from the performance of the Contract, if caused by Contractor or its Subcontractors. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all persons on site, materials, equipment and all work within or adjacent to work areas.

Contractor shall protect all work, property or structures at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities, not designated for removal, relocation or replacement in the course of construction.

All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, subconsultant, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Final Acceptance of the Work has been achieved. Neither County nor any of their respective agents or representatives assume any responsibility for collecting indemnity from any person or persons causing damage to the Work. The existence of insurance coverage for any damage so incurred shall in no way limit Contractor's liability or County's rights of indemnity.

Contractor has considered the physical conditions at or contiguous to the sites or otherwise that may affect the cost, progress, performance or furnishing of the Work, as Contractor considers necessary for the

performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

Contractor has inspected the work areas to ensure lighting retrofitting , can be utilized with existing supports, electrical systems, components, and fit properly. Inspections shall not relieve Contractor of its obligation to have furnished materials and workmanship in accordance with Contract Documents.

Below is the Itemized Scope of work below for specific retrofit strategies and fixture totals for each site:

Animal Control, 12350 Airport Road, Sutter Creek, CA 95685

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QT Y	Proposed Lamp Type	QT Y
2L 4' T8 32W NBF	1	2 Lamp 4' TLED with Electronic Ballast	1
Exit & Emergency/Light Emitting Diode/2.0W/1 Lamp	6	No Replacement	0
3L 4' T8 28W NBF	67	3Lamp 4' TLED with Electronic Ballast	67
2L 2' T8 NBF	4	2 Lamp 2' TLED with Electronic Ballast	4
2x26W PL	9	LED Round Cloud, 13W, 120V, 9", 4000K	9
2L 4' T8 28W NBF	13	2 Lamp 4' TLED with Electronic Ballast	13
26W PL	2	LED PL - GC Type B (Direct) - G24 Horizontal, 8.5W	2
42W PL	15	LED Commercial Downlight Retrofit - 8", 22W 120/277V	15
Totals			111

County Administration Center, 810 Court Street, Jackson, CA 95642

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QT Y	Proposed Lamp Type	QT Y
Area Light/Metal Halide/250.0W/1 Lamp	23	LED Area Light - 100W, 13400Lm, 5K	23
Area Light/Metal Halide/100.0W/1 Lamp	31	LED Retrofit Kit (HID) - 45W, 5700Lm, 5K	31
Other/Metal Halide/39.0W/1 Lamp	50	No Replacement	0
Decorative Outdoor/CFL Pin Base/26.0W/1 Lamp	3	LED PL - GC Type A - G24 Horizontal, 8.5W	3
Decorative Indoor/T8 Fluorescent/28.0W/12 Lamp	30	2 Lamp 4' TLED with Electronic Ballast	180
Troffer/T5 Fluorescent/40.0W/1 Lamp	95	LED PLL - KEYSTONE Type B (Ballast Bypass) - 17W, 2250Lm, 4K	95
Downlight/CFL Pin Base/18.0W/1 Lamp	66	LED PL - GC Type A - G24 Horizontal, 8.5W	66
Downlight/CFL Pin Base/32.0W/1 Lamp	24	LED Commercial Downlight Retrofit - 8", 13W	24
Strip/T8 Fluorescent/28.0W/2 Lamp	64	2 Lamp 4' TLED with Electronic Ballast	64

Decorative Indoor/T5 Fluorescent/22.0W/1 Lamp	17	Retrofit Kit Discs 15W	17
Downlight/CFL Pin Base/26.0W/1 Lamp	52	LED PL - GC Type A - G24 Horizontal, 8.5W	52
Troffer/T8 Fluorescent/28.0W/2 Lamp	42	2 Lamp 4' TLED with Electronic Ballast	42
Other/T8 Fluorescent/28.0W/1 Lamp	14	1 Lamp 4' TLED with Electronic Ballast	14
Other/T8 Fluorescent/28.0W/2 Lamp	12	2 Lamp 4' TLED with Electronic Ballast	12
Decorative Indoor/T8 Fluorescent/28.0W/4 Lamp	219	2 Lamp 4' TLED with Electronic Ballast	438
Decorative Indoor/T8 Fluorescent/28.0W/6 Lamp	39	2 Lamp 4' TLED with Electronic Ballast	117
Other/CFL Pin Base/32.0W/1 Lamp	1	LED PL - GC Type A - G24 Horizontal, 8.5W	1
Decorative Indoor/T8 Fluorescent/28.0W/2 Lamp	5	2 Lamp 4' TLED with Electronic Ballast	5
Downlight/CFL Pin Base/32.0W/1 Lamp	12	LED PL - GC Type A - G24 Horizontal, 8.5W	12
Strip/T8 Fluorescent/28.0W/4 Lamp	11	2 Lamp 4' TLED with Electronic Ballast	22
Decorative Indoor/CFL Pin Base/13.0W/12 Lamp	13	No Replacement	0
Downlight/CFL Pin Base/32.0W/1 Lamp	31	LED Commercial Downlight Retrofit - 6", 13W	31
Wrap/T8 Fluorescent/28.0W/2 Lamp	2	2 Lamp 4' TLED with Electronic Ballast	2
Troffer/T5 Fluorescent/28.0W/1 Lamp	5	LED PLL - KEYSTONE Type B (Ballast Bypass) - 17W, 2250Lm, 4K	5
Totals			1256

District Attorney, 710 Court Street, Jackson, CA 95642

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY
Area Light/High Pressure Sodium/250.0W/1 Lamp	6	LED Area Light - 100W, 13400Lm, 5K	6
Decorative Outdoor/High Pressure Sodium/50.0W/1 Lamp	15	LED A21, 16.5W, 277V, Non-Dimmable	15
Strip/T8 Fluorescent/28.0W/2 Lamp	28	2 Lamp 4' TLED with Electronic Ballast	28
Exit & Emergency/Light Emitting Diode/2.0W/1 Lamp	6	No Replacement	0
Troffer/T8 Fluorescent/28.0W/2 Lamp	41	2 Lamp 4' TLED with Electronic Ballast	41
Troffer/T8 Fluorescent/28.0W/4 Lamp	13	2 Lamp 4' TLED with Electronic Ballast	26
Troffer/T8 Fluorescent/28.0W/1 Lamp	14	1 Lamp 4' TLED with Electronic Ballast	14
Troffer/T8 Fluorescent/28.0W/3 Lamp	6	3Lamp 4' TLED with Electronic Ballast	6
Other/Incandescent/150.0W/1 Lamp	1	LED Round Cloud, 13W, 120V, 9", 4000K	1
Downlight/Incandescent/60.0W/1 Lamp	1	LED Commercial Downlight Retrofit - 6", 13W	1
Wrap/T8 Fluorescent/28.0W/2 Lamp	1	2 Lamp 4' TLED with Electronic Ballast	1
Wrap/T8 Fluorescent/28.0W/1 Lamp	2	1 Lamp 4' TLED with Electronic Ballast	2
Strip/T12 Fluorescent/40.0W/1 Lamp	1	2 Lamp 4' TLED with Electronic Ballast	1
Other/Incandescent/60.0W/1 Lamp	1	LED Round Cloud, 13W, 120V, 9", 4000K	1

Totals	143
--------	-----

General Services Administration, 12200-B Airport Rd, Sutter Creek, CA 95685

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY
Troffer/T8 Fluorescent/28.0W/3 Lamp	107	3Lamp 4' TLED with Electronic Ballast	107
Exit & Emergency/Other/15.0W/1 Lamp	17	No Replacement	0
Other/Incandescent/100.0W/1 Lamp	4	LED A21, 16.5W, 277V, Non-Dimmable	4
Troffer/T8 Fluorescent/28.0W/1 Lamp	1	1 Lamp 4' TLED with Electronic Ballast	1
Wrap/T8 Fluorescent/32.0W/2 Lamp	2	2 Lamp 4' TLED with Electronic Ballast	2
Troffer/T8 Fluorescent/28.0W/2 Lamp	7	2 Lamp 4' TLED with Electronic Ballast	7
Downlight/CFL Pin Base/26.0W/2 Lamp	37	LED Commercial Downlight Retrofit - 8", 13W	37
Wrap/T8 Fluorescent/28.0W/2 Lamp	4	2 Lamp 4' TLED with Electronic Ballast	4
Canopy/High Pressure Sodium/150.0W/1 Lamp	24	HID A Lamp 25W E39	24
Totals			186

Amador County Probation Office, 675 New York Ranch Rd, Jackson, CA 95642

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY
Troffer/T8 Fluorescent/28.0W/2 Lamp	48	2 Lamp 4' TLED with Electronic Ballast	48
Troffer/T8 Fluorescent/28.0W/4 Lamp	5	4 Lamp 4' TLED with Electronic Ballast	5
Troffer/T8 Fluorescent/32.0W/2 Lamp	1	2 Lamp 4' TLED with Electronic Ballast	1
Troffer/T8U Fluorescent/32.0W/2 Lamp	1	2 Lamp 4' Ubend TLED with Electronic Ballast	1
Troffer/T8 Fluorescent/28.0W/3 Lamp	20	3Lamp 4' TLED with Electronic Ballast	20
Exit & Emergency/CFL Pin Base/26.0W/2 Lamp	11	No Replacement	0
Troffer/T8 Fluorescent/28.0W/1 Lamp	1	1 Lamp 4' TLED with Electronic Ballast	1
Canopy/CFL Pin Base/13.0W/2 Lamp	7	LED Canopy Light - 20W, 5K w 16" plate	7
Parking and Garage/Light Emitting Diode/50.0W/1 Lamp	20	No Replacement	0
Totals			83

Sheriff, Detention Center, 700 Court St, Jackson, CA 95642

ITEMIZED LIGHTING FIXTURES			
Existing Lamp Type	QTY	Proposed Lamp Type	QTY
Troffer/T8 Fluorescent/28.0W/4 Lamp	35	4 Lamp 4' TLED with Electronic Ballast	35
Troffer/T8 Fluorescent/28.0W/2 Lamp	156	2 Lamp 4' TLED with Electronic Ballast	156
Exit & Emergency/Other/3.0W/1 Lamp	5	No Replacement	0
Exit & Emergency/Other/2.0W/1 Lamp	1	No Replacement	0
Wrap/T8 Fluorescent/28.0W/2 Lamp	15	2 Lamp 4' TLED with Electronic Ballast	15

Other/Light Emitting Diode/20.0W/1 Lamp	1	LED A19, 9.5W, 277V	1
Decorative Indoor/Incandescent/60.0W/2 Lamp	1	LED Round Cloud, 13W, 120V, 9", 4000K	1
Vapor Tight/T8 Fluorescent/28.0W/2 Lamp	11	2 Lamp 4' TLED with Electronic Ballast	11
Downlight/CFL Pin Base/13.0W/2 Lamp	2	LED Commercial Downlight Retrofit - 8", 13W	2
Troffer/T8 Fluorescent/28.0W/3 Lamp	48	3Lamp 4' TLED with Electronic Ballast	48
Strip/T8 Fluorescent/28.0W/2 Lamp	3	2 Lamp 4' TLED with Electronic Ballast	3
Downlight/Light Emitting Diode/15.0W/1 Lamp	6	No Replacement	0
Other/T12 Fluorescent/30.0W/1 Lamp	2	1 Lamp 4' TLED with Electronic Ballast	2
Other/Mercury Vapor/175.0W/1 Lamp	3	LED A21, 16.5W, 277V, Non-Dimmable	3
Wallpack/High Pressure Sodium/250.0W/1 Lamp	6	LED Wallpack - 65W, 5K - PC	6
Highbay/Light Emitting Diode/75.0W/1 Lamp	19	No Replacement	0
Canopy/Light Emitting Diode/45.0W/1 Lamp	1	LED Canopy Light - 20W, 5K w 16" plate	1
Canopy/CFL Pin Base/13.0W/2 Lamp	1	No Replacement	0
Downlight/CFL Pin Base/13.0W/1 Lamp	1	LED Commercial Downlight Retrofit - 6", 13W	1
Other/T8 Fluorescent/28.0W/12 Lamp	2	2 Lamp 4' TLED with Electronic Ballast	12
Area Light/High Pressure Sodium/250.0W/1 Lamp	7	LED Area Light - 100W, 13400Lm, 5K	7
Canopy/Mercury Vapor/175.0W/1 Lamp	2	LED Canopy Light - 20W, 5K w 16" plate	2
Canopy/Metal Halide/100.0W/1 Lamp	5	LED Canopy Light - 20W, 5K w 16" plate	5
Canopy/CFL Pin Base/13.0W/2 Lamp	1	LED Canopy Light - 20W, 5K w 16" plate	1
Totals			312

2.1 Lighting System Terms and Definitions

- 2 Lamp, T8 LED lamp, lamp wattage, 8/8" diameter Lamp, 84 CRI (Color Rendering Index), 4000 Kelvin (Color), Electronic Ballast (4th generation)
- INC Standard Incandescent style lamp
- LED Light Emitting Diode technology
- EB Electronic Ballast
- T-8 High Efficient 8/8" diameter lamp
- T-12 Inefficient 12/8" (1.5") diameter lamp
- RFL Powder Coated Reflector installed into Fixture to improve Efficiency
- SB Standard Magnetic Ballast
- CF Compact Fluorescent Lamp
- NEW Means a "new" fixture is to be installed, and not retrofitted
- MH Metal Halide
- PS Pulse Start
- HPS High Pressure Sodium lamp

- MP Metalarc Pro-Tech lamp
- MS Super Metalarc Lamp
- PC Photocell
- Flood A type of exterior lighting fixture possessing directional capabilities.

2.2 Lighting Scope of Work Exclusions

The impact of the following exclusions has not been estimated in the above Scope of Work:

- Repair of any preexisting electrical distribution problems.
- Repair or replacement of any existing lighting controls including older controls incompatibility; new lighting controls; dimmable ballasts; project bonding.
- Non DLC/Energy Star compliant fixtures and exit signs.
- Title 24 design & documentation (exempted).
- New acoustical ceiling tiles for the existing T-bar grid unless broken by the Contractor; seismic strapping.
- Any additional costs associated with COVID-19 (this includes, but not limited to, safety training, sanitizing equipment, limitation on number of workers in a space, etc.).
- Any items not specifically addressed in this Scope of Work.

3.0 Removed

4.0 Removed

5.0 Removed

6.0 PROPOSED PROJECT INSTALLATION TIMELINE & COORDINATION

This project will require extensive scheduling and coordination to ensure the efficient implementation of the Work shown herein. Contractor will provide retrofit services in Phases. Each construction Phase will include a complete Lighting system retrofit at a given building or site.

Contractor shall afford all other contractors, utility owners, and County proper and safe access to the site, and reasonable opportunity for the installation and storage of their materials, shall ensure that the execution of the work properly connects and coordinates with their work, and shall cooperate with them to facilitate the progress of the work. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor’s site safety procedures and program so that they may comply therewith as applicable. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and for the safety precautions and programs incident thereto.

In order to minimize the disruption of County’s operation, coordination and scheduling items shall include but are not limited to multiple trips to the job site, multiple equipment riggings, temporary relocation of the tenants, etc. Contractor will work with the County to develop a detailed project schedule. Once the project schedule is confirmed, Contractor will provide the County with a Schedule of Values and a progress payment schedule, which corresponds to the project schedule. The installation of mechanical systems will start upon executing this Agreement and ordering and obtaining necessary equipment, parts and materials needed for installation, as listed in the scope of work. It is anticipated the construction phase of this project would be performed in 2020 - 2021.

County and its representatives shall coordinate all the project activities with Contractor’s Project Manager only.

7.0 FIXED PRICE AMOUNT

The fixed price for the Work Order is: **\$ 460,643.00**

8.0 PROGRESS PAYMENT SCHEDULE

Within **thirty (30)** calendar days from issuance of Notice to Proceed and prior to the Contractor’s application for the second progress payment, Contractor shall submit a detailed breakdown of its Contract Price by scheduled Work items and/or activities, including coordination responsibilities and Project Record Document responsibilities. This breakdown shall be referred to as the Schedule of Values. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish the Schedule of Values of the total Contract Price, by assigning dollar values (cost estimates) to each applicable Master Project Schedule network activity, which cumulative sum equals the total Contract Price. The format and detail of the Schedule of Values shall be as directed by the County to facilitate and clarify future progress payments to Contractor for all Contract Work.

No later than the tenth day of each month, Contractor shall submit to County **two (2)** copies of a payment request for reimbursement of the portion of the Work put in place during the period from the first day to the last day of the previous month. Such requests for progress payments shall be based upon the Schedule of Values prices of all labor and materials incorporated in the Work at any time up to midnight of the last day of the previous month, less the aggregate of previous payments for Contractor’s actual progress measured; and the County’s receipt of P.G.&E’s payment. **No progress payment shall be made to Contractor until after the County has received payment from P.G.&E.**

Payment requests shall include, but are not necessarily limited to, the following:

- a. Material, equipment and labor incorporated into the Work, less any previous payments for the same;
- b. Subject to satisfaction of the conditions of P.G.&E, and upon County’s agreement (which County may refuse in its sole discretion), one hundred percent (100%), less five percent (5%) retention;
- c. Certified payrolls of Contractor and its Subcontractors that bring the employer current as of the time of billing, demonstrating that they have paid the specified general prevailing rate of per diem wages to employees for the proper craft performing portions of the Work that are the subject of the payment request. County or its authorized representative may monitor wage rates and payment of prevailing wages by interviewing workers on the job site.

Progress Payments Schedule	
Payment Milestone	% of Total Task Order Price
Notice to Proceed	10%
Equipment Deposit	20%
Progress Payments	55%
Substantial Completion	10%
Final Completion	5%

9.0 TERMS AND CONDITIONS

Unless otherwise stated, this Work Order shall be completed within the terms of the Engineering, Procurement, and Construction Master Agreement executed on June 23, 2020, between Famand Inc. dba SitelogIQ, and the County.

[Signatures to follow]

IN WITNESS, WHEREOF, the Parties hereto have duly executed and delivered this Work Order as of the date set forth below.

Famand, Inc (dba SitelogIQ)
a California Corporation

By: _____ Date: _____

Name: Kecia Davison
Title: Vice President, Sales

County of Amador,
a California County

By: _____ Date: _____

Name:
Title:

EXHIBIT E INSURANCE

Contractor Insurance Requirements Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Within **five (5)** business days of award of the Bid to Contractor, Contractor shall furnish to County satisfactory proof that Contractor has the following insurance:

- 1.1 Minimum Scope and Limit of Insurance: Coverage shall be at least as broad as:
 - 1.1.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 1.1.2 Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - 1.1.3 Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(If Contractor has no employees a Certificate of Exemption from Worker’s Compensation Laws must be completed using the County’s form and submitted with all other insurance documents).
 - 1.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Broader Coverage/Higher Limits: If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

- 1.2 **The insurance policies are to contain, or be endorsed to contain, the following provisions:**
 - 1.2.1 Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

1.2.2 Primary Coverage: For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self- insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

1.2.3 Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

1.2.4 Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

1.3 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

1.4 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

1.5 Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

1.5.1 The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

1.5.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

1.5.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

1.6 Verification of Coverage: Contractor shall furnish the County with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Certificates and endorsements shall refer to the Project or Work. Certificates of Insurance shall list the Certificate Holder as: County of Amador, Attn: (Department, Title,**

and Address of Contract Administrator). Contractor shall provide all insurance documentation to the Contract Administrator.

1.7 Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

1.8 Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Contractor will be paid for the additional costs incurred in any modified insurance requirements.

EXHIBIT F
CERTIFICATE OF SUBSTANTIAL/FINAL COMPLETION AND ACCEPTANCE

The undersigned, County of Amador (“the County”), having its office at 810 Court St, Jackson, CA 95642, having entered into the Facility Solutions Agreement (“Agreement”) dated June 23, 2020, with Famand, Inc. (dba SitelogIQ), (“Contractor”), does hereby certify as follows:

1. I am authorized to issue this [Substantial][Final] Completion Certificate on behalf of the County.
2. As of the date hereof, all the requirements for achievement of [Substantial][Final] Completion pursuant to the Agreement have been met.

ACCEPTANCE

Contractor: Famand, Inc. (dba SitelogIQ),

By: _____
Name:
Title:

County:
County of Amador
By: _____
Name:
Title:

**EXHIBIT G
NOTICE TO PROCEED**

SitelogIQ, Inc.
1512 Silica Avenue
Sacramento, CA 95815
Kecia Davison, Vice President

Re: Notice to Proceed

Dear Kecia Davison:

This Notice to Proceed is being issued by County of Amador (“County”) to SitelogIQ, Inc. (“Contractor”) pursuant to the 4217 Facility Solutions Agreement, entered into on June 23, 2020.

This Notice to Proceed authorizes the Work described by Exhibit C of the Agreement.

By signing and dating this Notice to Proceed, the parties hereto agree to these terms and represent and warrant they have the authority to execute this Notice to Proceed on behalf of their respective organizations.

ACKNOWLEDGED & AGREED TO:

County of Amador

Famand, DBA SitelogIQ

Signature: _____

Signature: _____

Name:

Name: Kecia Davison

Title:

Title: Vice President, Sales

Date: _____

Date: _____