

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the Laguna County Sanitation District, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Premier Power Renewable Energy having its principal place of business at 4961 Windplay Drive, Suite 100, El Dorado Hills, California, 95762 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Martin Wilder at phone number (805) 739-8755 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Frank Sansone, CFO, at phone number (916) 939-0400 x134 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY:                    Martin Wilder, Utilities Manager  
                                      Laguna County Sanitation District  
                                      620 West Foster Road  
                                      Santa Maria, CA 93455

To CONTRACTOR:          Premier Power, c/o CFO  
                                      4961 Windplay Drive, Suite 100  
                                      El Dorado Hills, California, 95762

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance in accordance with scope of work and end performance upon completion, but no later than December 31, 2011 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

30. **PREVAILING WAGES.** This project requires the payment of prevailing wages for construction. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

31. **GUARANTEE BONDS.** Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by COUNTY. Both securities shall contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.

The "Faithful Performance Bond" in the sum of 100% of the construction amount of the agreement and the "Payment Bond – Public Works" in the sum of 100% of the construction amount of the agreement required of CONTRACTOR will contain the following statements:

"Surety further agrees that death of the Contractor shall not relieve the Surety of its obligations."

"The said Surety for value received, hereby stipulates and agrees that all alterations, extensions of time, and extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the Surety on the contract bonds, and such actions shall not in any way affect the obligations of the Surety of the bonds. Surety does hereby waive notice of any alterations, extensions of time, or additional work."

The following statement is also to be included in the "Faithful Performance Bond":

"In the event suit is brought upon this bond by COUNTY, and judgment is recovered, the Surety shall pay all costs incurred by COUNTY in such suit including a reasonable attorney's fee to be fixed by the Court."

Both the payment and performance bonds shall each be executed by one and only one surety. That Surety shall be admitted and listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California for the current year, and shall be further authorized by the commissioner to issue surety insurance.

32. **INJURY AND ILLNESS PREVENTION PROGRAM.** Per Cal-Osha Regulations and the State of California, "California Code of Regulations," Title 8. "Industrial Relations," the Contractor shall have an implemented Injury and Illness Prevention Program. The Injury and Illness Prevention Program shall also include as a minimum:

- A. Safety Manual
- B. Jobsite Checklist
- C. Equipment Safety Checklist
- D. Tailgate Safety Meetings
- E. Permit Application and Job Notification Form (Construction, Demolition, Trenches, Excavation, Building, Structures, Falsework, Scaffolding) Form Cal/OSHA S-691 (Current Revision Date)

A copy of your company's Injury and Illness Prevention Program shall be returned to the County with your executed contract documents.

33. **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 Excused Event, and the reason for and anticipated length of the delay. If reasonably feasible, CONTRACTOR shall deliver such notice within forty-eight (48) hours of when CONTRACTOR becomes 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 Excused Event or any other event outside the reasonable control of CONTRACTOR. CONTRACTOR shall be entitled to a reasonable extension of time for delays due to a Force Majeure Excused Event; provided that any Force Majeure Event that prevents performance, or is reasonably expected to prevent performance, for more than 120 days shall entitle either Party to terminate this Agreement. Any Time Change or Price Change shall be documented by a written Change Order.

"Force Majeure Excused Event" shall mean, and be limited to, those events listed below and occurring in or having an effect on the State of CALIFORNIA, which are outside of the asserting Party's control that materially and adversely affect the performance of a Party (other than payment obligations) hereunder: acts or war (whether declared or undeclared), riots, civil insurrections, sabotage or terrorism, blockade, embargo, earthquake, hurricanes, cyclones, floods, volcanic eruption, landslide, famine, plague, epidemic, war, Government decreed official state of emergency, or organized labor union strikes. A "Force Majeure Excused Event" shall further include any delays in utility interconnect work or receipt of utility approvals to interconnect beyond an allowance period of thirty (30) days upon mechanical completion of the Project. A "Force Majeure Excused Event" shall not include: The occurrence of any manpower or materials shortages, except if such shortage results from an act, event, or condition which constitutes a Force Majeure Excused Event, which shall include late delivery of materials provided by COUNTY to CONTRACTOR; Equipment failures unless caused by a Force Majeure Excused Event, which shall include failures of materials provided by COUNTY to CONTRACTOR; Any delay, default, or failure (direct or indirect) in obtaining materials or of any Subcontractor or any other delay, default, or failure (financial or otherwise) of a Subcontractor, except if such delay, default, or failure results from an act, event, or condition that constitutes a Force Majeure Excused Event. Any failure by CONTRACTOR to obtain and/or maintain any permit that it is required to obtain or maintain.

Force Majeure Excused Events shall not excuse a Party (i) if the failure to perform or delay is due to the non-performing Party's fault, negligence or lack of diligence; (ii) to the extent that the Force Majeure Excused Event was caused or provoked by the asserting Party or (iii) where the Party asserting a Force Majeure Excused Event fails to fulfill its obligations as soon as reasonably possible after such Force Majeure Excused Event has been eliminated or has ceased to prevent the affected Party from fulfilling its obligations.

If the Parties do not agree that a Force Majeure Excused Event has occurred, the burden of proof shall rest with the asserting Party.

The CONTRACTOR shall, at its sole expense, use its best efforts to avoid and minimize delay and shall keep the COUNTY promptly informed of any event which may delay performance of the Work. In a case of a continuing cause of delay, only one Notice shall be necessary. Nothing contained herein shall preclude the CONTRACTOR from holding any other contractor(s), subcontractor(s), or entity responsible for unreasonable or unjustifiable delays incurred by the CONTRACTOR caused by such other contractor, subcontractor, or entity. The CONTRACTOR's full compliance with the requirements of this Article shall be a condition of receiving any Change and the CONTRACTOR's failure to comply with these requirements shall constitute a waiver of any right to a Change or any other claim. Nothing within this Article shall prevent the either Party from exercising its termination or suspension rights under this CONTRACTOR.

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Agreement for Services of Independent Contractor between the Laguna County Sanitation District, a dependent district of the County of Santa Barbara and Premier Power Renewable Energy, Inc..

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

LAGUNA COUNTY SANITATION DISTRICT  
COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Directors

Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR  
PREMIER POWER RENEWABLE ENERGY, INC.  
FRANK SONSONE, CFO

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
TaxID Number: 13-4343369

APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO,  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Risk Program Administrator

## EXHIBIT A

### STATEMENT OF WORK

#### Project Scope of Services:

Our proposal conforms to the Scope of Work provided in the RFP. In addition, we have highlighted below some of the items included in our offering to LCWD.

#### Inclusions:

1. This is for the turn-key Design, Engineering, Installation, and Commissioning of the distributed generation photovoltaic array
  - a. Ground Mounted
  - b. Includes Creation and Submittal of all Permit Drawings, Construction Details, and Engineering Calculations. All products to be used on the project will be submitted to the owner, and permit department if required, prior to project commencement
  - c. Includes project management, scheduling, over-site, quality control and assurance procedures
  - d. Includes final commissioning and hand-over to involve coordination meeting with Host client, Owner, and Contractor at job start, job completion, and as required during project duration.
  - e. Includes all Engineering, Drawings, and Details for Electrical components, as required for Permit and National Electrical Code (NEC, 690, 210, et al.)
  - f. Includes Engineering, Drawings, and Details for Structural and Mechanical components, as required for Permit
2. Over Current Protection
  - a. Procure & Install All DC Disconnects and associated support structure
    - i. 600 VDC, NEMA 3R, Square D Heavy Duty Series, or approved equal
  - b. Procure & Install All AC Disconnects and associated support structure
    - i. 600 VDC, NEMA 3R, Square D Heavy Duty Series Fused, or approved equal



### 3. Wiring / Cabling

- a. Procure & Install all USE-2 Wire From ends of Each Photovoltaic String to termination on combiner boxes. Wire management to include UV rated clips, wraps, and support.
- b. Procure & Install cable (THWN-2) in conduit, or protected raceway
- c. Procure & Install all conduit to be Electrical Metallic Tubing (EMT)
  - i. All conduit below 8', or exposed to damage, will be Rigid Galvanized Steel Tubing (RGS conduit, "Galvanized Rigid Steel" conduit ) per NEC
- d. Inverter Wiring and anchorage included, all wiring terminations and testing
- e. All ground supports, and protection, Clenergy or equal.
- f. Includes all Voltage Test Reports (see testing)
- g. All terminations

### 4. Distribution and Power

- a. Procure & Installation of Combiner Boxes and associated supports (Clenergy or equal)
  - i. Fat Spaniel String Level Monitoring Combiners
- b. Installation of Inverter Pad, placing inverter, and associated mounting equipment
- c. Installation and Commissioning of Inverters, provided by Premier Power, Inc.
- d. Procure & Install all Electrical hardware and support materials, to be corrosion resistant
- e. Shutdown and associated work for Bus Tap, or interconnection method
  - i. If BUS tap provided, proper over-current protection must be provided within 25' of unprotected
- f. Includes all Grounding per NEC, 210, et al.
- g. Includes appropriately sized midjet fuses for combiners

### 5. Solar Array

- a. Installation of 4,056 Suntech 280W or equivalent photovoltaic ("Solar Electric") Modules
- b. Procurement and Installation of all support structure, photovoltaic module racking, inverter support structures, and electrical equipment support structures
- c. All systems to be grounded per local jurisdictional requirements, NEC 690 and 210 minimum. All grounding methods to be approved by Owner.
- d. Provide and complete all associated structural/mechanical work to ensure building meets local building code, and IBC 2006
- e. Procuring or Installing MC4 Connectors, #10 USE-2/RHW wiring to combiner boxes

6. Inverters

- a. The final AE inverter models are to be determined and will be optimized for each section of the array as a component of our extensive engineering analysis/design phase. Manufacturer and models to be submitted for approval.
- b. Procurement and Installation of all inverter support structures

7. Data Acquisition System ("DAS") :

- a. Procurement, Installation, and Commissioning of all DAS Service and/or
- b. Fat Spaniel Monitoring
  - i. Includes: Weather Station, Inverter Communication, String Level Monitoring, IP Gateway, Proper enclosures
    - 1. Includes conduit and cable system for low voltage data collection and power to all combiners, and components of the DAS system
      - a. Recommended #14 or better twisted pair and EMT conduit ½".
    - 2. Procure and Install Photovoltaic Meter (assumes Shark100, or equal) along with Current Transducers
    - 3. Procure and Install all Safety and NEC signage, File Commissioning Reports with Owner

8. A theft-deterrence system, including the procurement, installation and configuration of the following:

- a. GridLock Solar Security System, including the appropriate number of GL50-AC1A units, GL50-AC1B units, GL-Comm Dialer Communication Cables, and a GL-Kit First Time Installer Kit
- b. Locking fastener system (one per module), including a breakaway nut and button head cap screw, installed with an epoxy fill, installed under the module to increase the difficulty in removing the fastener

9. A flat screen wall-mounted monitor will be provided with your system for the real-time display of your system's performance

10. Startup, Testing and Closeout

- a. All redline drawings, closeout documentation, and commissioning of electrical system
- b. All functional Voltage Testing of system in place
- c. Before terminations, all meggar (continuity, "Ohm") Testing, and Ground Resistance Testing grounded, and current carrying components
- d. Includes all Rebate Paperwork, at beginning for project and closeout
- e. Includes on-site project manager and project foreman
- f. Includes all Interconnection paperwork, coordination, materials, and labor

- [illegible]

### Clarifications:

- ✓ All work to be performed during normal working hours, except Interconnection shutdown assumes 1 night of work
- ✓ Includes supervision, project management, and scheduling all Construction Tasks & Inspections

- ✓ Includes weekly meetings with facility owner(s) during installation to coordinate activities and minimize interruption to operations
- ✓ Contractor to submit Safety Plan and Work plans for all work
- ✓ Contractor to properly identify and badge all employees on site
- ✓ Bonding rate at \$12.00 per \$1,000
- ✓ District to own all greenhouse gas (GHG) and renewable energy credits associated with the installation
- ✓ Rates to be changed to PG&E tariff A6 upon the interconnection to solar

11. **Electrical Notes:**

Service AC Voltage: 480 3 Phase Service AC Amps: 1600/3200

Estimated Project Schedule			
Week Ending	Date	Milestone	Critical Path Items
<b>0</b>	31-Oct	<b>Contract Signed</b>	
<b>1</b>	15-Nov	<i>Finalize System Design</i>	<i>Interconnection Subm.</i>
<b>2</b>	21-Nov	<b>Permitting Submission</b>	
<b>3</b>	7-Dec	<i>Permitting Approved</i>	
<b>4</b>	10-Dec	<i>BOM Created</i>	
<b>5</b>	12-Dec	<i>Product Ordering Begins</i>	<i>Panels/ Inv/BOM Ordered</i>
<b>6</b>	15-Dec thru 1-Apr	<i>Salamander Window</i>	
<b>7</b>	1-Apr	<i>Site Prep</i>	
<b>8</b>	7-Apr	<i>Construction Begins</i>	<i>Mod Cont. 1+2 Arrives</i>
<b>9</b>	14-Apr	<i>Racking Assembly</i>	<i>Mod Cont. 1+2 Arrives</i>
<b>10</b>	21-Apr	<i>Racking Assembly</i>	<i>Mod Cont. 3+4 Arrives</i>
<b>11</b>	28-Apr	<i>Racking Assembly</i>	<i>Mod Cont. 5+6 Arrives</i>
<b>12</b>	7-May	<i>Module Mounting Begins</i>	<i>Mod Cont. 7+8 Arrives</i>
<b>13</b>	14-May	<i>Module Mounting Continues</i>	<i>Mod Cont. 9+10 Arrives</i>
<b>14</b>	21-May	<i>Mechanical Completion</i>	<i>Mod Cont. 10,11 Arrives</i>
<b>15</b>	30-May	<i>Module Mounting Cont.</i>	<i>Mod. Cont. 12 Arrives</i>
<b>16</b>	7-June	<i>Module Mounting Finish</i>	<i>Inverters Arrive</i>
<b>17</b>	15-June	<i>DC Wiring</i>	<i>Inverters Arrive</i>
<b>18</b>	29-June	<b>Substantial Completion</b>	
<b>19</b>	7-July	<i>AC Wiring</i>	
<b>20</b>	14-July	<i>Interconnection</i>	
<b>21</b>	18-July	<b>Commissioning</b>	
<b>22</b>	21-July	<i>PG&amp;E Approval</i>	
<b>23</b>	1-Aug	<b>Punch List</b>	
	Aug thru Sept	<i>Green Marketing</i>	

**EXHIBIT B**

**PAYMENT ARRANGEMENTS**  
**Periodic Compensation at Selected Milestones**

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$3,965,564.

B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.

C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

Project Payment Schedule			
Week Ending	Date	Milestone	Billing Date/Amount Due
0	31-Oct	<b>Contract Signed</b>	
1	15-Nov	<i>Finalize System Design</i>	
2	21-Nov	<b>Permitting Submission</b>	<b>12/1/01 : \$70,476</b>
3	7-Dec	<i>Permitting Approved</i>	
4	10-Dec	<i>BOM Created</i>	
5	12-Dec	<i>Product Ordering Begins</i>	<b>1/01/11 : \$220,000</b>
6	15-Dec thru 1-Apr	<i>Salamander Window</i>	<b>2/01/11 : \$672,668</b>
7	1-Apr	<i>Site Prep</i>	<b>3/01/11 : \$112,758</b>
8	7-Apr	<i>Construction Begins</i>	
9	14-Apr	<i>Racking Assembly</i>	<b>4/01/11 : \$155,000</b>
10	21-Apr	<i>Racking Assembly</i>	
11	28-Apr	<i>Racking Assembly</i>	<b>4/30/11 : \$155,986</b>
12	7-May	<i>Module Mounting Begins</i>	
13	14-May	<i>Module Mounting Continues</i>	
14	21-May	<i>Mechanical Completion</i>	<b>5/14/11 : \$1,802,892</b>
15	30-May	<i>Module Mounting Cont.</i>	
16	7-June	<i>Module Mounting Finish</i>	
17	15-June	<i>DC Wiring</i>	
18	29-June	<b>Substantial Completion</b>	<b>6/30/11 : \$239,720</b>
19	7-July	<i>AC Wiring</i>	
20	14-July	<i>Interconnection</i>	
21	18-July	<b>Commissioning</b>	
22	21-July	<i>PG&amp;E Approval</i>	<b>7/30/11 : \$88,213</b>
23	1-Aug	<b>Punch List</b>	<b>8/30/11 : \$402,851</b>
24	1-Aug	<i>O&amp;M service years 2-10*</i>	<b>8/30/11 : \$45,000</b>
	Aug thru Sept	<i>Green Marketing</i>	
<b>* reflects price of \$5000 per year</b>			

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### INDEMNIFICATION

##### **Indemnification pertaining to other than Design Professional Services:**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### **Indemnification pertaining to Design Professional Services:**

CONTRACTOR shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of



County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

## **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the Laguna County Sanitation District, a dependent special district of the County of Santa Barbara of the State of California (hereinafter referred to as COUNTY) and Premier Power Renewable Energy, Inc. (hereinafter referred to as Principal) have by written agreement entered into a contract identified as:

Project Title: LAGUNA COUNTY SANITATION DISTRICT SOLAR PROJECT  
(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the principal is required to file with the COUNTY a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and \_\_\_\_\_

\_\_\_\_\_ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the COUNTY in the amount of \$\_\_\_\_ for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 3181 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 3181 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the specifications.

In the event suit is brought upon this Bond by COUNTY and judgment is recovered, Surety shall pay all costs incurred by the COUNTY in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Attorney-in-fact

DATED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address

Surety's Agent for Service of Process (located within the State of California):

\_\_\_\_\_  
Name of Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

## **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the Laguna County Sanitation District, a dependent special district of the County of Santa Barbara of the State of California (hereinafter referred to as the COUNTY) and Premier Power Renewable Energy, Inc. (hereinafter referred to as Principal) have by written agreement entered into a contract identified as:

Project Title: LAGUNA COUNTY SANITATION DISTRICT SOLAR COGENERATION PROJECT

(Hereinafter referred to as the Contract) and

That the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and \_\_\_\_\_

\_\_\_\_\_ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the COUNTY in the amount of \$\_\_\_\_\_, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State Of California during 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

In the event suit is brought upon this Bond by DISTRICT and judgment is recovered, Surety shall pay all costs incurred by the DISTRICT in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Signature of Attorney-in-fact

DATED: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address

Surety's Agent for Service of Process (located within the State of California):

\_\_\_\_\_  
Name of Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

Contract Summary Form:      Contract Number : \_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the

Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year .....: FY 2010/2011 and 2011/2012  
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :  
D3. Requisition Number .....:  
D4. Department Name .....: Public Works  
D5. Contact Person .....: Martin Wilder  
D6. Phone .....: x8755

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K1. Contract Type (check one): [ ] Personal Service [X] Capital Project/Construction  
K2. Brief Summary of Contract Description/Purpose :  
K3. Original Contract Amount .....: \$4,065,508  
K4. Contract Begin Date.....: execution  
K5. Original Contract End Date .....: December 31, 2011  
K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEnd</u>	<u>Purpose (2-4 words)</u>
			\$	\$		\$		

K7. Department Project Number .....:

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B1. Is this a Board Contract? (Yes/No).....: Yes  
B2. Number of Workers Displaced (if any).....:  
B3. Number of Competitive Bids (if any) .....: 10 proposals  
B4. Lowest Bid Amount (if bid) .....: \$4,020,508  
B5. If Board waived bids, show Agenda Date .....:  
B6. ... and Agenda Item Number .....: #  
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

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F1. Encumbrance Transaction Code .....: 1701  
F2. Current Year Encumbrance Amount .....: \$  
F3. Fund Number.....: 0001  
F4. Department Number.....: 054  
F5. Division Number (if applicable).....:  
F6. Account Number .....: 8200  
F7. Cost Center number (if applicable).....:  
F8. Payment Terms.....: Net 30

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V1. Vendor Numbers (A=uditor; P=urchasing) .....:  
V2. Payee/Contractor Name .....: Premier Power Renewable Energy, Inc.  
V3. Mailing Address : 4961 Windplay Drive, Suite 100  
V4. City State (two-letter) Zip (include +4 if known) : El Dorado Hills, CA 95762  
V5. Telephone Number.....: 877-939-0400  
V6. Contractor's Federal Tax ID Number.....: 13-4343369  
V7. Contact Person.....: Mark Santos  
V8. Workers Comp Insurance Expiration Date.....:  
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :  
V10. Professional License Number .....: #  
V11. Verified by (name of County staff) .....:  
V12. Company Type (Check one): [ ] Individual [ ] Sole Proprietorship [ ] Partnership [X] Corporation

**I certify:** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....:

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