

Project Name: CI 5562 Prefabricated Solar
Systems at Various City Facilities

**AGREEMENT FOR SOLAR SYSTEMS
BETWEEN THE CITY OF THOUSAND OAKS
AND
STATEN SOLAR CORPORATION**

THIS AGREEMENT is made and entered into this 28th day of February, 2023, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and **STATEN SOLAR CORPORATION** ("Developer").

City and Developer agree as follows:

1. RETENTION OF DEVELOPER

City hereby retains Developer, and Developer hereby accepts such engagement, to perform the services described in Section 2. Developer warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Developer are as follows:

Professional services in conjunction with design, fabrication, permitting, installation, training and one (1) year operations/maintenance of solar photovoltaic carport and/or rooftop structures at various City facilities. Services are more particularly set forth in the Scope of Work, attached as Exhibit "A", and Site Layout Plans, attached as Exhibit "A-1", which are incorporated herein by reference.

3. COMPONENT PARTS OF THE CONTRACT DOCUMENTS

The "Contract Documents" include only the following documents, each of which is incorporated into this Agreement by reference:

- a. Request for Proposals (the RFP)
- b. Proposal & Proposal Forms
- c. All Addenda to the Request for Proposals
- d. RFP Attachments
- e. Performance and Payment Bonds
- f. Prevailing Wage Determination
- g. Greenbook Standard Specifications (Sections 1-9 Excluded)
- h. Standard Plans (City Road/Water/Wastewater Standards, plus Caltrans Standard Plans Most Recent Edition; Sections 1-9 Excluded)

The Developer shall complete the Work in strict accordance with all of the Contract Documents. In case of conflicts between the Contract Documents, the order of precedence shall be as set forth in the General Conditions.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all.

This Contract shall supersede any prior agreement of the parties, whether written or oral. The Contract can be modified only by a written amendment executed in accordance with the Contract Documents.

4. COMPENSATION AND PAYMENT

a. Maximum and Rate. The total compensation payable to Developer by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$5,455,984 (five million four hundred and fifty-five thousand nine hundred and eighty-four dollars) herein "not to exceed amount") and shall be earned as the work progresses in accordance with each line item in the Developer's price proposal shown in attached Schedule of Fees (Exhibit "B").

b. Payment. Developer shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed. All payments shall be made within 30 days after City's approval of the invoice.

c. Extra Services. Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment.

d. Escalation/Price Variance.

By mutual agreement between City and Developer, this Agreement may be amended to reflect 1) any increase in cost that is a direct result of any law, regulation, tax or other burden imposed by a government agency after the date of this Agreement; or 2) an increase in steel prices by more than 10% (based on USA Producer Price Index for iron and steel at:

https://ycharts.com/indicators/us_producer_price_index_iron_and_steel_mills) between the date of this Agreement and the date on which the steel for the project is purchased by Developer.

5. CITY PROJECT MANAGER

The services to be performed by Developer shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Kenneth Wang.

6. TERMS AND CONDITIONS OF PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the rights to retain, employ, or contract with other qualified services providers during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. Developer warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. Developer shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws as well as with Ventura County and City of Thousand Oaks ordinances, regulations and adopted codes during its performance of the work.

Prevailing Wage. Developer and its subcontractors are obligated to pay prevailing wages under the California Labor Code. Developer agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of Developer to be familiar with the California Labor Code, and failure or neglect of Developer to understand the California Labor Code shall in no way relieve Developer from any obligations.

Department of Industrial Relations Requirements. The Work is subject to the payment of not less than prevailing wages under California Labor Code Section 1770 et seq. The work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract for public work on a public works project unless currently registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Apprenticeship. If the Developer or any subcontractor employs four or more employees, 12.5% of the labor hours spent on a solar facility that began construction in 2023 must be performed by qualified apprentices. The number of labor hours performed by qualified apprentices is 15% for solar facilities that begin

construction after December 31, 2023. A qualified apprentice is defined as an employee who participates in an apprenticeship program under the National Apprenticeship Act. Developer is responsible for recording and documenting apprenticeship labor hours, and providing such record to the City in a form satisfactory to City's Project Manager.

Safety Provisions. Developer shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

Preservation of City Property. Developer shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of Developer's operations, it shall be replaced or restored within a reasonable time at Developer's expense. The facilities shall be replaced or restored to a condition as good as when Developer began work.

Subcontractors. Developer shall be solely responsible for ensuring that any subcontractors used in completing tasks under the Agreement comply with all pertinent laws and regulations as well as the relevant terms of this Agreement. City shall have no obligation to monitor or oversee subcontractors.

Developer Non-Discrimination. In the performance of this work, Developer agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

Retention. The City will retain five percent (5%) of each milestone payment as provided by the Contract Documents. At the request and expense of the Developer, the Developer may substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

Inspection. Developer shall furnish City with every reasonable opportunity for City to ascertain that the services of Developer are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Developer of any of its obligations to fulfill its contract requirements.

Performance Bond and Payment (Labor and Materials) Bond Requirements (Attachment O of RFP). Within thirty (30) days of notification of determination on all Net Energy Metering (NEM) 2.0 Interconnection Agreements by Southern California Edison (SCE) and prior to the start of any construction work, the Developer shall deliver to the City the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. The surety supplying the bond must be an admitted surety insurer,

as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Agreement Not-to-exceed amount.

The Performance Bond and Payment (Labor and Materials) Bond shall be in effect until the Notice of Completion is issued by the City.

Sales and Other Applicable Taxes, Permits, Licenses and Fees. Developer and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents. The Agreement Not-to-exceed amount is inclusive of all applicable taxes and fees. Developer shall procure a business tax certificate from the City and pay all applicable local business taxes as set forth in the Thousand Oaks Municipal Code.

7. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to December 31, 2025, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Developer shall not commence work on the services to be performed under the Agreement until (i) Developer furnishes proof of insurance as required by Article 11 below, and (ii) City's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement.

8. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Developer's drafts, notes and internal memorandum), including duplication of same prepared by Developer in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Developer harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes other than those described in this Agreement, unless written authorization of Developer is first obtained.

9. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS

This Agreement is for professional services, which are personal to City. Sandipan Bhanot is deemed to be especially experienced and is a key member of

Developer's firm, and shall be involved in performing, supervising or assisting in the performance of this work. This key person or the dedicated project manager assigned to this project, shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement

This Agreement is not assignable by Developer without City's prior written consent.

The following portions of the work described in this Agreement may be subcontracted out by Developer:

Terra Smart: Carport manufacturing and installation.

No change in subcontractor may be made without written authorization from the City.

No other part of the work described in this Agreement may be subcontracted out to other parties without written authorization from the City.

10. HOLD HARMLESS AND INDEMNITY

a. Hold Harmless for Developer's Damages. Developer holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Developer's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Developer, to Developer's employees, to Developer's contractors or subcontractors, or to the owners of Developer's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

b. Defense and Indemnity of Third Party Claims/Liability. To the maximum extent allowed by law, Developer shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Developer's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Developer, or should City otherwise find Developer's legal counsel unacceptable, then Developer shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Developer shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with

respect to claims determined by a trier of fact to have been the result of Developer's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Developer's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Developer shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Developer shall be for that entire portion or percentage of liability not attributable to the active negligence of City.

c. Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

11. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Developer's indemnification of City, and prior to commencement of Work, Developer shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

a. Commercial General Liability (CGL): Developer shall, at Developer's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

b. Automobile Liability: Developer shall, at Developer's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Developer arising out of or in connection with the work

to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

c. Workers' Compensation: Developer shall, at Developer's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Developer shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected officials, officers, agents, employees and volunteers for all work performed by Developer, its employees, agents and subcontractors.

d. Professional Errors and Omissions Insurance: Developer shall, at Developer's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

e. Builder's Risk (Course of Construction): Developer shall, at Developer's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry and maintain Builder's Risk insurance as specified below. The named insureds shall be Developer, all subcontractors (excluding those solely responsible for design work) of any tier, suppliers, and City, its officers, officials, agents, employees and volunteers. Developer shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City. Policy shall be provided for replacement value on an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Policy must include: (1) coverage for any ensuring loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the site. Such insurance shall be on a form acceptable to the City to ensure adequacy of terms and sublimits.

Developer may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If Developer maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its elected officials, officers, agents, 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 Developer 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 Developer's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Developer shall ensure that the automobile liability policy contains a provision covering City as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Developer, or City will withhold amounts sufficient to pay premium from Developer's payments. In the alternative, City may cancel this Agreement.

City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Developer ninety (90) days

advance written notice of such change. If such change results in substantial additional cost to Developer, City and Developer may renegotiate Developer's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Developer's insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Developer's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Developer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

Waiver of Subrogation All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Developer or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Developer hereby waives his own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

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

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Developer must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Developer shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Developer’s obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Developer shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Developer shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

12. RELATION OF THE PARTIES

a. Developer is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Developer shall at all times be under Developer’s exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Developer or any of Developer’s officers, employees, or agents except as set forth in this Agreement. Developer shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Developer shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Developer in connection with the performance of this Agreement. Except for the fees paid to Developer as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Developer for performing services hereunder for City. City shall not be liable for compensation or indemnification to Developer for injury or sickness arising out of performing services hereunder.

13. CORRECTIONS

In addition to the above indemnification obligations, Developer shall correct, at its expense, all errors in the work that may be disclosed during City's review of Developer's report or plans. Should Developer fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Developer or withheld from any funds due to Developer hereunder.

14. TERMINATION BY CITY

This Agreement is subject to the complete, accurate and timely filing of an Interconnection Application (IA) for each site, and the acceptance and approval of each of the IAs by SCE in advance of the NEM 2.0 filing deadline of April 13, 2023. If the NEM 2.0 IA for any site is rejected by SCE, the City shall have the option to remove the rejected site from the Scope of Work through issuance of written notice to the Developer. In this event, the City will have no obligation to pay for any work associated with the rejected site beyond the cost specified for Item #1 "SCE Interconnection" in Exhibit B "Schedule of Fees" for that site. If all NEM 2.0 IAs are rejected by SCE, the City shall have the option to modify or terminate this Agreement via written notice. In the event of termination, the City will be obligated to pay only for the total of Item #1 "SCE Interconnection" in Exhibit B "Schedule of Fees" for all sites.

Notwithstanding the NEM termination clause above, City may terminate without cause any or all of the services agreed to be performed under this Agreement upon 30 calendar days' written notice. If termination is for cause, no advance notice need be given. In the event of termination, Developer shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Developer within 30 days following submission of a final statement by Developer unless termination is for cause. In such event, Developer shall be compensated only to the extent required by law.

15. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Developer of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Developer for anything done, furnished, or relating to Developer's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Developer, its employees, subcontractors, agents and Developers for the accuracy and competency of the information provided and/or work performed; nor shall such

approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Developer, its employees, subcontractors, agents and Developers.

16. AUDIT OF RECORDS

Developer shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Developer agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Developer shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Developer with respect to this Agreement.

17. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

18. CONFLICT OF INTEREST

Developer is unaware of any City employee or official that has a financial interest in Developer's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Developer shall not offer, encourage or accept any financial interest in Developer's business by any City employee or official.

19. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

20. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

21. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

22. TAXPAYER IDENTIFICATION NUMBER

Developer shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

23. NON-APPROPRIATION OF FUNDS

Payments due and payable to Developer for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Developer's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

24. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Developer.

25. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

26. PERMITS AND LICENSES

Developer, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

27. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

28. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.

29. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. FEDERAL REQUIREMENTS

Developer shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Kenneth Wang
Public Works Department
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362
kwang@toaks.org

TO DEVELOPER: Sandipan Bhanot
Staten Solar Corporation
175 Nortech Parkway
San Jose, CA 95134
sb@statensolar.com

32. SIGNATURES

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and

are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

STATEN SOLAR CORPORATION

Sandipan Bhanot, President and CEO

Raj Kumar, Corporate Controller

CITY OF THOUSAND OAKS

Kevin McNamee, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM:

Office of the City Attorney

Noel Doran, Assistant Attorney

EXHIBIT A

SCOPE OF WORK

General

The scope of work for new solar photovoltaic systems (Systems) includes engineering design, permitting, procurement, construction, and commissioning for the implementation of fully operational Systems, unless otherwise excluded in this Scope of Work. Staten Solar Corporation (Staten) shall perform, supervise, and direct the work in accordance with the City's RFP/Q and Attachments therein, including Attachment N - Design Guidelines, industry standards, applicable law, and project milestone dates unless specifically excluded in this Scope of Work. If an item is not previously defined in the RFP/Q and Attachments therein, this Scope of Work shall take precedence.

Solar Systems Description

Six solar photovoltaic systems (Systems) will be designed and constructed at the sites with the sizes shown below:

Site	System Size (kW DC)
Grant R. Brimhall Library	546.4
Goebel Adult Center	131.1
Teen Center	82.9
Transportation Center	58.0
Los Robles Greens Golf Course	388.0
Newbury Park Library	150.0
Total	1,356.4

The Systems will be constructed and installed as illustrated in the array layout plans provided in Exhibit A-1. The Systems will include the following:

1. PV modules
2. Steel carport structures
3. Rooftop mounting structures
4. Inverters
5. System grounding
6. Electrical disconnects
7. Data acquisition systems
8. Transformers, if needed
9. Wiring, conduits, and associated trenching and/or boring
10. Equipment foundations
11. LED lighting under carport structures

Exhibit A-1 includes specifications and quantities of PV modules and inverters, and DC and AC system sizes.

Engineering Design Services

The following design services shall be provided by Staten:

1. Civil engineering design including:
 - a. Site plans
 - b. Geotechnical reports as required
 - c. Potholing as required
2. Structural engineering design including:
 - a. Foundations and other structural concrete
 - b. PV module support structural design
 - c. Structural design calculations as required
3. Electrical systems design including:
 - a. PV modules
 - b. Inverters
 - c. DC combiners, disconnects, fuses, and wiring
 - d. AC breakers and disconnects
 - e. Transformers as required
 - f. Single point revenue metering
 - g. Enclosures, conduit, and wiring
 - h. Data acquisition system
 - i. LED lighting under carport structures

Permitting

Staten shall obtain and file on a timely basis any documents required to obtain Applicable Permits except those permits that are the responsibility of the City (City Permits). City shall obtain and file on a timely basis any documents required to obtain all such City Permits. City shall pay for all taxes, fees, and costs required to obtain all permits except for Interconnection Application with SCE.

1. Applicable Permits include:
 - a. Interconnection agreement with SCE (Southern California Edison)
 - b. Fire marshal
 - c. General construction and building permits
2. City Permits include:
 - a. CEQA (Categorical Exemption certified by the City is assumed for this project)
 - b. Easements required to complete the work.
 - c. All other permits required for construction of the Systems, except for Applicable Permits

Procurement

Staten shall procure all materials and equipment needed for the installation of complete Systems under this Scope of Work.

Construction Services

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

1. Civil construction, including surveying, clearing, grubbing, tree removal, light pole removal, excavation, trenching, boring, backfill, and fencing
2. Structural construction, including foundations, concrete work, grouting, anchors, erection of PV racks, carport structures, and other support structures
3. Steel shall be fabricated and erected according to AISC Code of Standard Practices for Steel Buildings and Bridges (latest edition). Steel fabricators shall be certified according to AISC Quality Certification Program.
4. Electrical construction, including PV modules, combiners, inverters, transformers, disconnects, wiring, breakers, metering, data acquisition systems, telecom systems, and lighting systems as required for complete Systems
5. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities
6. Support services, including Staten's trailers, shaded worker rest areas, restroom facilities, and security
7. Coordination with City's staff for site access, laydown, and storage with minimal interference with facility operations
8. Restoration of landscape and hardscape to pre-construction condition, or in accordance with new design, as needed
9. Restoration of pavement and restriping of parking stalls only in areas disturbed during construction
10. Construction inspections, material verification, and testing as required
11. Lawful disposal of refuse, spoils, chemicals, and waste materials associated with construction activities
12. 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 shall be provided by Staten.
13. Furnishment and use of miscellaneous consumable materials required to erect the Systems
14. Coordination with City's staff and representatives, including Inspector of Record for all inspections and submittals

15. Coordination with electric utility provider, Southern California Edison (SCE), on interconnection
 16. Coordination of final inspection and SCE's permission to operate
 17. Any damage to existing underground utilities caused by Staten shall be repaired at no cost to City.
 18. Removal of existing light poles in areas for the new canopy structures. Under canopy lights shall be connected to existing lighting circuit.
- Exhibit A-1 specifies light poles and trees to be removed.

Documentation Submittals

Staten shall prepare and submit designs, drawings, and specifications to the City for review and approval. City shall review the documents and provide any comments in writing to Staten within fourteen (14) business days after receipt of such documents. Staten will proceed with the assumption that City has approved the documents if no comments are received within fourteen (14) business days. Any comments provided by City after fourteen (14) business days that result in re-work shall constitute a change order. City shall consolidate all comments for each review cycle such that Staten does not receive comments in separate submittals at different times from various City 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, Staten will incorporate City comments into the final designs, drawings, and specifications as applicable. Staten shall submit such revised documents to City for additional design review periods, which shall not extend longer than fourteen (14) business days, until City 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 Staten for review and approval by the City.

1. Architectural designs including:
 - a. Site plans: facility drawings with project improvements drawn to scale
2. Structural designs including:
 - a. Ground structural elements for carport systems
 - b. Roof structural elements for rooftop systems
 - c. Equipment foundations and enclosures
3. Electrical designs including:
 - a. Photovoltaic plans
 - b. Single line AC and DC diagrams
 - c. Communication, monitoring, and control schematics
 - d. Electrical circuit and conduit schedule
 - e. Electrical equipment installation plans
 - f. Underground conduit routing, trenching/boring details, and locations of all known existing utilities

- g. Lighting and photometric plans for areas under carport structures
 - h. Equipment data sheets
- 4. System energy production model outputs
- 5. Geotechnical reports including soil properties, if required
- 6. Professional Engineer wet stamps and signatures on final design documents:
 - a. Structural designs
 - b. Electrical designs
- 7. Approved Applicable Permits
- 8. Project schedule
- 9. Environment, health, and safety plan
- 10. System manual with specifications, startup, commissioning, and testing procedures for equipment
- 11. System operation and maintenance manual
- 12. As-built drawings
- 13. Interconnection agreement with SCE
- 14. Documentation for tariff changes with SCE

Workmanship Warranty

Commencing on the Final Completion date and for a period of one (1) year thereafter, Staten warrants that the Systems will be free from defects ("Workmanship Warranty"). If a System has a defect and City provides written notification of said defect within the one (1) year workmanship warranty period, Staten will, at its option, either repair or replace the portion of the System that is defective at no cost to City 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:

- 1. Alterations or repairs made to the supporting structure of any System or associated wiring and parts without Staten's prior written approval;
- 2. 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;
- 3. Use of a System beyond the scope contemplated in its operating manuals or technical specifications;
- 4. Damage to a System not caused directly or indirectly by Staten or its subcontractors under any agreement between Staten and City;
- 5. Force majeure events;
- 6. 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 Staten, 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.

7. Any defect or deficiency to the extent the same results from a specific written direction from the City if, prior to implementing such written direction, Staten advised City that City's written direction would so affect the warranty provided by Staten hereunder.

Manufacturer Warranties

Staten shall procure and assign to City warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided for the Systems by Staten. 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 percent from their originally rated electrical output. Except as expressly provided in this Agreement, Staten's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Staten for the Systems, provided Staten has procured and assigned to City the Manufacturer Warranty of such equipment. Staten makes no representation or warranty, and City shall seek no recourse from Staten, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

Staten shall require that manufacturers provide the following warranties:

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

Performance Test

Staten is responsible for conducting the performance test of the complete Systems, including PV modules, inverters, metering, controls, and accessories. Staten shall provide all test equipment and special instrumentation required for the tests.

Staten shall operate the Systems during the performance tests. City shall be entitled to be present during any performance test.

Upon completion of any performance test, Staten shall submit the relevant certificate containing the results of such performance test to City's representative

as soon as practicable, but in any event within five (5) business days. City'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 any System fails to satisfy any performance test, City's representative shall execute the certificate including the performance test that failed. Staten shall repeat the performance test one or several times before Final Completion of the System. Staten shall take all corrective actions so that all Systems successfully complete the performance tests, without prejudice to City's rights and remedies in accordance with this Agreement.

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

The following additional definitions apply to the system performance test:

1. "Actual System Energy Output" means the AC kilowatt-hour output of the System measured at the revenue meter at the site adjusted for Standard Test Conditions (STC), ancillary loads, System losses, and ambient conditions.
2. "Nameplate Rated Capacity" means the total nameplate rated capacity (kW-DC-STC) as calculated by adding the nameplate ratings at STC of the PV modules in the System.
3. "Standard Test Conditions (STC)" are defined as the following:
 - a. Irradiance in the plane of the array (average module tilt angle and orientation of the System) of 1,000 W/m²
 - b. 25°C module cell operating temperature as measured at the back surface or cell of the module
 - c. Air Mass (AM) of 1.5
4. "Test Period" means a qualified period of time following Substantial Completion during which the Actual System Energy 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.
5. A successful test will demonstrate that the Actual System Energy Output equals or exceeds ninety-five percent (95 percent) of the Nameplate Rated Capacity. If the Actual System Energy Output does not meet these criteria, Staten shall investigate the System for defects, make any necessary corrections, and retest the System to achieve a successful Performance Test.

Project Closeout

1. Staten shall deliver to City owner's manuals, operator's manuals, field test results, commissioning reports with performance test results, and as-built drawings for the Systems no later than ninety (90) days after Substantial Completion occurs. For the avoidance of doubt, the as-built drawings shall be included in the punch list items.
2. At City's request, Staten shall provide City's personnel with no less than four hours of detailed and complete on-site operation training with respect to each of the six Systems.

Schedule

The tentative schedule for completion of the project is as follows:

Interconnection Agreement filing with SCE	March 15, 2023
30 percent Design Completion	April 2023
Materials procurement	April 2023
100 percent Design Completion	August 2023
Permits Obtained	December 2023
Mobilization to Start Construction	December 2023
Complete Construction	May – September 2024
Permission to Operate	July – Oct 2024
Project Completion	December 2024
Operations and Maintenance	January–December 2025

One Year Operations and Maintenance

The Developer shall provide one (1) year of Operations and Maintenance for completed Systems, from the date of the Notice of Completion.

Power Output Warranty: Developer agrees to repair or replace components of PV systems that fail to exhibit the manufacturer's specified maximum power output upon installation or within the first year. In addition, Systems' components shall be subject to workmanship and performance warranties as specified in Sections H and I.

At the end of the One Year period, Developer shall provide the City with a report detailing actual production in comparison with the projected annual production specified in the design. If the actual annual production is less than 90% of the projected production, Developer shall determine the cause of the low production taking in account the difference in weather parameters that were taken as base values during the simulation. If the generation is not up to 90% of the anticipated production after taking into account the actual weather parameters (irradiance and temperature), the Developer shall provide all labor, equipment and materials

required to modify the system to reach the original anticipated production. In addition, the Developer shall pay the City the cost of the excess electricity purchased from the utility company (including all generation, demand, and delivery charges) to cover any shortfall in actual production below 90% of the projected amount.

Contingency for Equipment Failure. In lieu of lost electricity production data from the monitoring system, Developer shall utilize data from utility meter readings to model the electricity generated during the missing interval based on the prior and post months of available data.

Adjustment of Projected Production. If, and to the extent any of the following events result in a material change in the production of electricity by the system, projected production shall be adjusted for the period of such material change:

1. There is any failure of the system to perform caused by electrical grid instability or curtailment, district-imposed power outages, legislative, administrative or executive action, regulation, order or requisition of any federal, state or local government, local utility or public utility commission.
2. The Projected production shall be calculated based on the actual weather (solar irradiance, ambient temperature, wind pressure) at the end of the year.
3. There is an event of force majeure or vandalism that impairs the integrity of the System.
4. There is any change in usage of or structures on the site, or buildings on or near the site that directly impact the solar production.

City Responsibilities

Staten shall not be obligated to perform any work or activity beyond the Scope of 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 City:

1. The City shall furnish, to the extent not already provided to Staten: (a) all surveys or other information in City's possession that describe the physical characteristics, legal limitations, and utility locations in and around all sites; (b) any prior environmental review documentation and all known information in City's possession concerning subsurface conditions, including without limitation the existence of any known hazardous materials, in or around the general area of the all sites where the work will be performed; (c) all relevant information in City'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 sites essential to the execution of the work.
2. City shall provide continuous access to all sites to perform the work according to the construction schedule;
 3. City shall make water source available at all sites for construction water;
 4. City shall obtain the City Permits;
 5. City shall be responsible for hiring and paying for third party inspections.
 6. City shall select its own personnel so that it is present at the date of Substantial Completion;
 7. City shall pay for and provide communication access for system monitoring;
 8. City shall pay for all taxes, fees, and costs required to obtain all City issued permits;
 9. City shall provide access to, and allow Staten the use of, water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches; and
 10. City shall be responsible for operating the System from and after utility's Permission to Operate.

General Clarifications & Qualifications to Scope of Work

1. Agreement Amount assumes one (1) review cycle by City of the equipment layout drawings, one (1) review cycle by City of final design documentation, and one (1) final set of as-built drawings delivered to City in electronic format and hard copy.
2. Schedule and Agreement Amount assumes City will review and provide comments on drawings within fourteen (14) business days.
3. Agreement Amount is based on Code-approved conduit and wiring methods.
4. Agreement Amount assumes that Staten will not encounter any Rock during boring, trenching and excavating. Rock shall be defined as 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 that 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".
5. Agreement Amount assumes that Staten will not encounter any groundwater during boring, trenching, or excavating.
6. Wiring from PV panels to combiners is USE cable and not placed in raceways. Wiring shall be neat and organized.
7. Grounding as required by NEC.
8. Agreement Amount is based on site parking being available to all Staten and subcontractor employees.

9. Agreement Amount is based on straight time Monday to Friday (no holidays) work week, 40 hours per week between 7:00 AM and 5:00 PM.
10. Agreement Amount is based on utility (SCE) tie-in work, which will be performed after-hours at a premium time.
11. Agreement Amount and schedule assume that City will receive all necessary easements within 45 business days after the Effective Date.
12. Weekly meetings may be done via Microsoft Teams or Zoom.
13. Scope of Work assumes there are no existing encumbrances or easements on the site.
14. QA/QC will be on-site for inspection a maximum of once per week during on-site construction.
15. Structures are to be galvanized during fabrication. City is to inspect galvanization on site, and Staten is to touch up galvanization as needed. Structures are to subsequently be painted on-site.

Scope of Work Exclusions

The Scope of Work excludes the following:

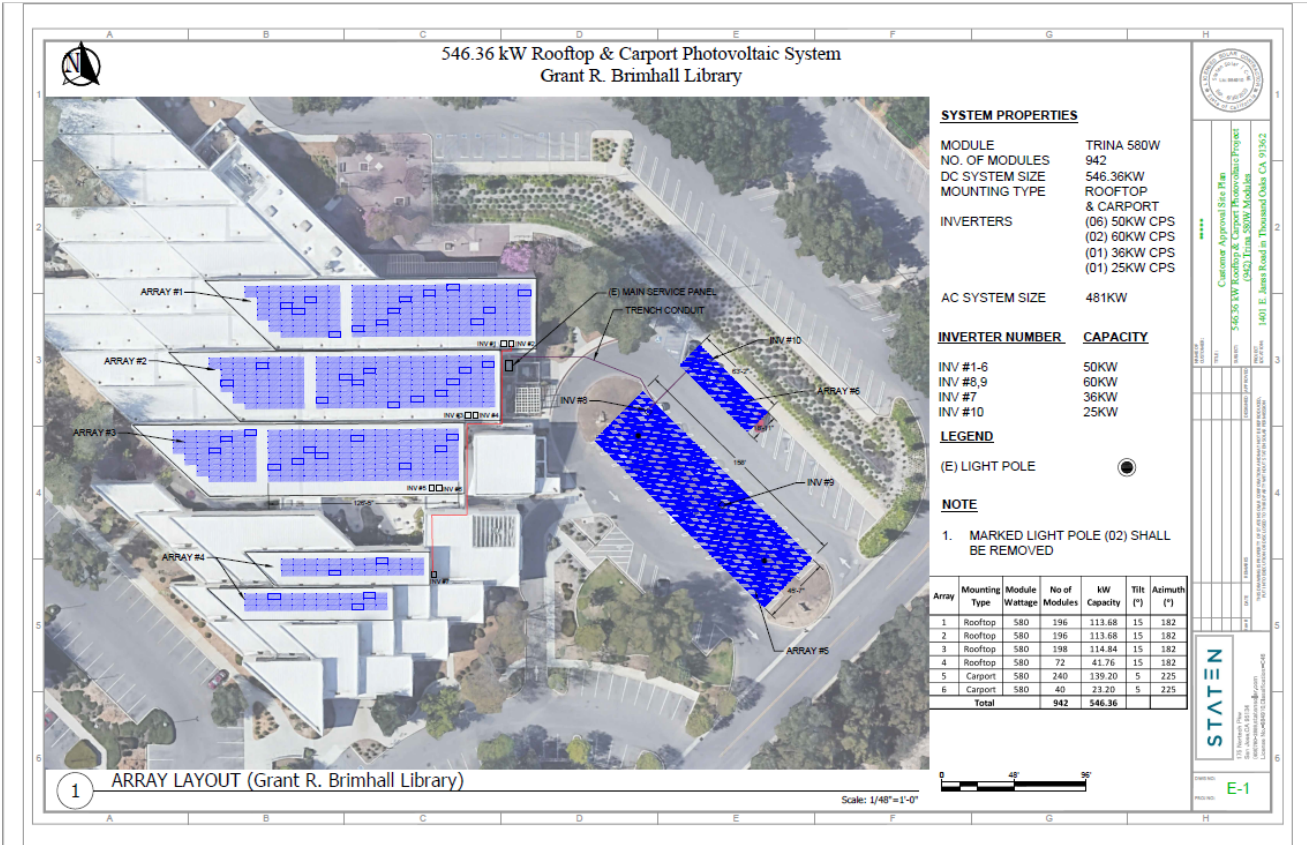
1. Plumbing, fire sprinklers, fire and life safety equipment and its components
2. Warranty, repair, and/or upgrade of the existing mechanical, plumbing, and electrical systems, air distribution and control systems found in disrepair or not compliant to code. Any and all systems and structure defects, repairs/replacements as a result of pre-existing condition.
3. Upgrade of the existing site electrical service capacity
4. Any upgrades to existing parking lots, sidewalks, etc. unless otherwise included in Scope
5. Drill hole casing, water mitigation, or Rock drilling
6. Grading and drainage concept plan. This project will not alter the existing drainage design of the site
7. Hazardous material abatement and/or removal of any kind
8. DSA plan check fees
9. Inspector of Record fees
10. Storm Water Pollution Prevention Plan (SWPPP)
11. Americans with Disabilities Act (ADA) improvements including curb cutting, truncated dome installation, repainting, restriping, or installation of new signs
12. Relocation and modification of underground utilities
13. Premium time, except for utility tie-in
14. Field painting — lot striping, conduit painting, etc. above and beyond any items altered during construction or otherwise specified in the Scope of Work.
15. Asphalt (fog, coating, and striping)
16. Operation and Maintenance services beyond one year

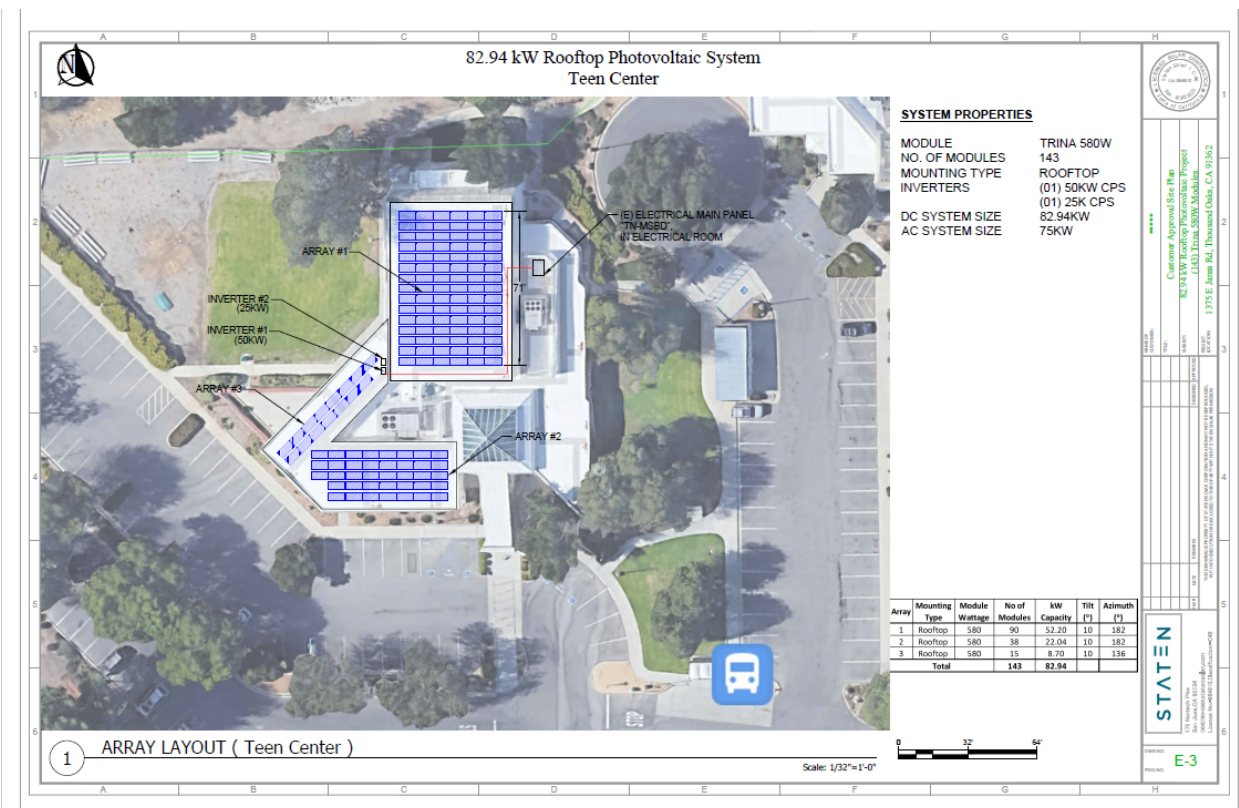
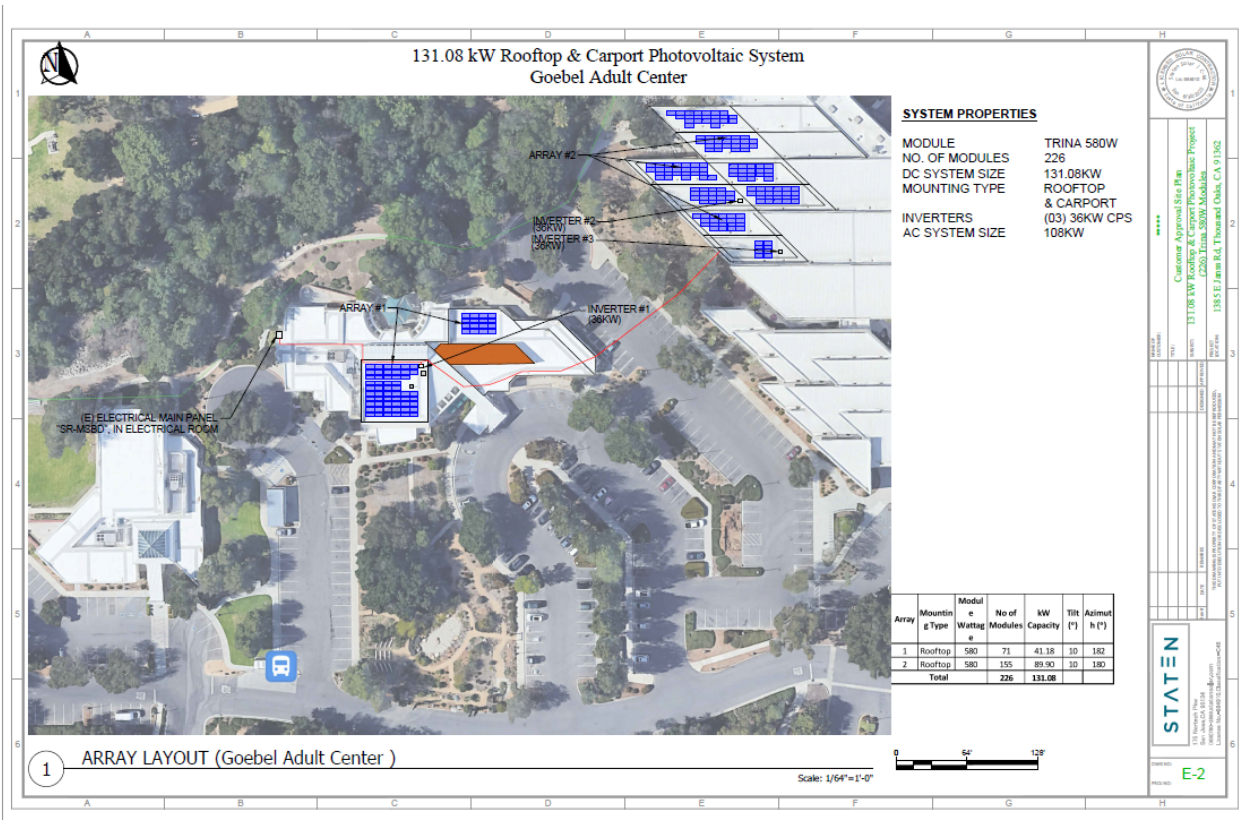
17. Other fees (plan check, utility permits, parking, etc.)
18. Overtime labor, except for shutdowns
19. Liquidated damages
20. Schedule phasing
21. Utility shutdown fees
22. U/L re-certification of equipment
23. Coordination study and arc flash study
24. Concrete encasement of conduits in trench
25. De-watering of trenches and equipment pad excavations
26. Hand digging near foundation and piles DD. Pre-saturation of grade/soil.
27. Special handling or drying of soil or material
28. Providing, installing, removing, or disposal of temporary or permanent BMPs, site stabilization, and erosion control measures
29. RMC elbows and sweeps
30. Lockable covers for pull-boxes and handholes
31. Dust control
32. Procuring and/or installing permanent fencing
33. Programing and/or coordinating settings for switchboard main breakers
34. Re-powering primary disconnecting device(s) at POCC (point of common coupling)'s after interconnection install has been completed
35. Pedestrian and vehicular traffic control
36. Responsibility for scheduling of and payment to third party inspections not hired or subcontracted by Staten
37. Height restriction signage
38. Payment of obtaining building and safety permits
39. Performance or production guarantee
40. Lighting for inverters.
41. Additional conduit, pull boxes, etc. for future upgrades and/or battery storage, EV chargers, etc.
42. Onsite trailer and full-time presence of site superintendent.
43. Any items not specified in this scope.

Staten will notify the City of any excluded work or repairs that are necessary to the function of the work as soon as Staten becomes aware of such, and before proceeding with related work.

EXHIBIT A-1

Array Layouts





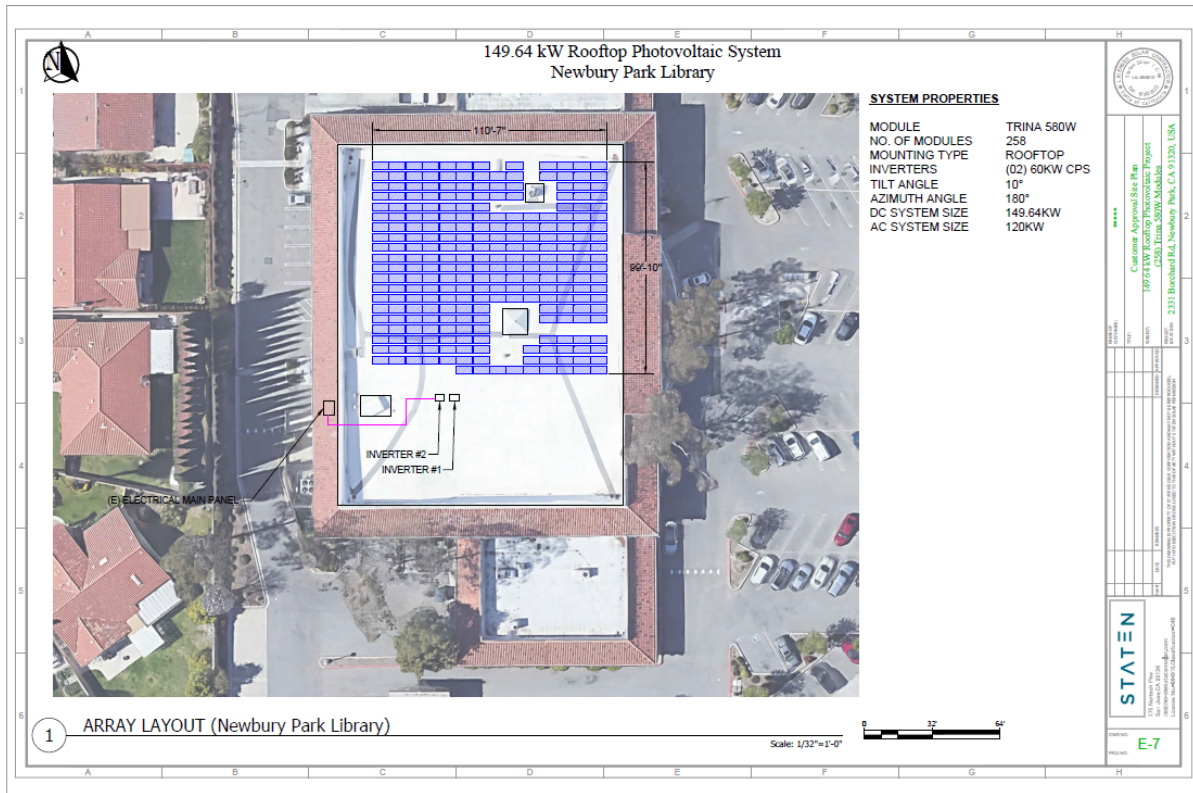


EXHIBIT B

SCHEDULE OF FEES

The total compensation payable to Developer by City for the services under this Agreement SHALL NOT EXCEED the sum of \$5,455,984. The project billing will be per the following schedule:

Item No.	Item Description	Payment Amount Per Site					
		Grant R. Brimhall Library	Goebel Adult Center	Teen Center	Transportation Center	Los Robles Greens Golf Course	Newbury Park Library
1	SCE Interconnection	\$4,925	\$4,925	\$4,925	\$4,925	\$4,925	\$4,925
2	Design & Engineering	\$34,475	\$34,475	\$34,475	\$34,475	\$34,475	\$9,850
3	Mobilization	\$14,775	\$14,775	\$14,775	\$14,775	\$14,775	\$14,775
4	Offsite Fabrication (Materials + Equipment)	\$1,223,488	\$227,671	\$130,186	\$146,627	\$1,076,173	\$240,044
5	Installation (Labor)	\$598,706	\$147,919	\$65,031	\$151,092	\$761,373	\$156,760
6	Startup, Commissioning, and Training	\$34,475	\$14,775	\$14,775	\$14,775	\$34,475	\$14,775
7	One Year Operation and Maintenance	\$21,670	\$7,388	\$7,388	\$7,388	\$21,670	\$7,388
8	Project Closeout	\$4,925	\$4,925	\$4,925	\$4,925	\$4,923	\$4,924
Site Total Payment		\$1,937,439	\$456,853	\$276,480	\$378,982	\$1,952,789	\$453,441