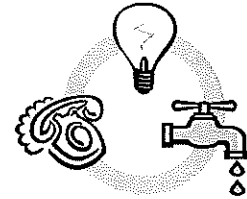


INDUSTRY PUBLIC UTILITIES COMMISSION CITY OF INDUSTRY

SPECIAL MEETING AGENDA
OCTOBER 27, 2016 8:15 A.M.



President Mark D. Radecki
Commissioner Abraham N. Cruz
Commissioner Roy Haber, III
Commissioner Cory C. Moss
Commissioner Newell W. Ruggles



Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Commission:

- ▶ **Agenda Items:** Members of the public may address the Commission on any matter listed on the Agenda. Anyone wishing to speak to the Commission is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Commission.
- ▶ **Public Comments (Agenda Items Only):** During public comments, if you wish to address the Commission during this Special Meeting, under Government Code Section 54954.3(a), you may only address the Commission concerning any item that has been described in the notice for the Special Meeting.

Americans with Disabilities Act:

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

-
1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments

5. **BOARD MATTERS**

- 5.1 Consideration of Recommendations regarding the Request for Proposals for Operations and Maintenance ("O&M") Services of the City of Industry Metrolink Station 2 MWdc Solar Carport Facility located at 600 South Brea Canyon Road, and consideration of approval of a Maintenance Services Agreement with SST Construction, LLC, in an amount not-to-exceed \$105,000.00, from October 27, 2016 through October 27, 2019.

RECOMMENDED ACTION: Recommend that the City Council consider and approve the Agreement.

6. Adjournment. Next regular meeting: Thursday, November 17, 2016 at 9:00 a.m.

INDUSTRY PUBLIC UTILITIES COMMISSION

ITEM NO. 5.1



INDUSTRY PUBLIC UTILITIES COMMISSION

P.O. BOX 3366 • CITY OF INDUSTRY • CALIFORNIA 91744
(626) 333-2211 • Fax (626) 961-6795 • www.cityofindustry.org

Mark D. Radecki, President
Abraham N. Cruz, Commissioner
Roy M. Haber, III, Commissioner
Cory C. Moss, Commissioner
Newell W. Ruggles, Commissioner

Paul J. Philips, Public Utilities Director
James M. Casso, General Counsel
Cecelia Dunlap, Assistant Secretary

MEMORANDUM

To: Honorable President and Commission Board Members

From: Paul J. Philips, Public Utilities Director *Paul J. Philips*

Staff: Alex Gonzalez, Director of Development Services and Administration *as*
Kristen Weger, Administrative Analyst *KW*

Date: October 27, 2016

SUBJECT: Consideration of Recommendations regarding the Request for Proposals for Operations and Maintenance (“O&M”) Services of the City of Industry Metrolink Station 2MWdc Solar Carport Facility located at 600 South Brea Canyon Road, and Consideration of Approval of a Maintenance Services Agreement with SST Construction, LLC, in an amount not to exceed \$105,000.00 from October 27, 2016 through October 27, 2019

A Request for Proposals (“RFP”) for Operations and Maintenance (“O&M”) Services at the City of Industry Metrolink Station 2 MWdc Solar Carport Facility, 600 S. Brea Canyon Road was prepared to invite contractors to submit proposals to the City of Industry (“City”). The RFP was advertised on August 15, 2016 and August 22, 2016 in the San Gabriel Valley Tribune. It was also posted on BidAmerica, Southern California Builders Association, Dodge Data & Analytics and Construction BidBoard, Inc on August 15, 2016. A non-mandatory job walk was held for proposers on September 1, 2016 at 1:30 pm at the Metrolink Solar Carport Facility located at 600 S. Brea Canyon Road. Questions were received from proposers up until September 9, 2016 at 1:00 pm via PlanetBids.

Proposals were due to the City via PlanetBids by September 15, 2016 at 1:00 pm. The City received four (4) proposals from Borrego Solar Systems, Inc., ENCO Utility Services LLC, MaxGen Energy Services and SST Construction, LLC.

The selection panel evaluated the proposals received by each contractor based on the following criteria, as outlined in the RFP:

<p>Base Price Quote: O&M Tasks Items #1 Monitoring, Coordination, Dispatch, Forecast, Debrief and Reporting and #2 Preventive Maintenance should be a fixed price (\$ per year) based on the tasks identified in Sections 2.4, 3.1, 3.7 and Appendix 1.</p>	30%
<p>O&M Qualifications: Company licensing, financial stability and insurance compliance determine minimum eligibility of respondents. O&M Contractor can differentiate by demonstrating superior, relevant O&M experience, technical knowledge of support personnel and/or ability to leverage Company economies-of-scale in current operations. (The qualifications of any proposed subcontractors will be considered part of the qualifying experience.)</p>	25%
<p>Local Presence: The availability of nearby personnel should enable the O&M Contractor to reduce response time and the cost of response for service and repair operations.</p>	20%
<p>O&M Plan: The City seeks to adopt the best solar O&M management and contracting practices for the Facility. One of RFP objectives is to finalize an O&M Plan that adopts the best solar O&M management practices. The City is seeking input from the O&M provider to develop and finalize the O&M Plan.</p>	25%
Total	100%

The review committee rated the proposals based on the above criteria. The following table summarizes the rankings of the proposals.

Table 1 – Summary of Written Proposal Evaluation Ratings

Firm	Rank
Borrego Solar Systems, Inc.	1
ENCO Utility Services LLC	2
SST Construction, LLC	2
MaxGen Energy Services	3

ENCO Utility Services LLC and SST Construction, LLC ranked second after the written proposals were evaluated.

Following the written proposal evaluations, all (4) firms were determined by the selection panel to be qualified and invited for an oral interview on September 23, 2016. The selection panel evaluated the oral interviews of each firm based on the same criteria as the proposals submitted. The following table summarizes the rankings of the oral interviews.

Table 2 – Summary of Oral Presentation Ratings

Firm	Rank
Borrego Solar Systems, Inc.	2
ENCO Utility Services LLC	3
SST Construction, LLC	1
MaxGen Energy Services	4

Based on the oral interview rankings, a reference check was completed for SST Construction, LLC. Representatives from Google HQ, Sun Power Corporation, and Aerojet all confirmed that SST Construction, LLC had successfully completed the project listed for their representative companies and that the companies were satisfied with the contractor's performance.

Fiscal Impact

The fiscal year 2016-2017 adopted budget requires an appropriation of \$35,000 from Electric Utility Reserves to the Electric Utility Fund Budget – Repair and Maintenance Equipment (account no. 161-300-5550) for the Maintenance Services Agreement.

Recommendation

- 1.) Based on the oral interview rankings and reference check, staff recommends that SST Construction, LLC be awarded a Maintenance Services Agreement in an amount not to exceed \$105,000.00 for three (3) years. The annual cost shall not exceed the approved budget without Council authorization; and
- 2.) Approve an appropriation of \$35,000 from Electric Utility Reserves to the Electric Utility Fund Budget – Repair and Maintenance Equipment (account no. 161-300-5550) for the Maintenance Services Agreement.

Commission to direct staff to present this Agreement to City Council for the approval and execution of the Maintenance Services Agreement. Upon approval, SST Construction, LLC., is prepared to begin providing services to the City.

Exhibits

- A. Maintenance Services Agreement with SST Construction, LLC in an amount not to exceed \$105,000.00 for from October 27, 2016 through October 27, 2019
- B. Base Price Quote Comparison compiled from Borrego Solar Systems, Inc., ENCO Utility Services LLC, MaxGen Energy Services and SST Construction, LLC proposals submitted September 15, 2016
- C. Proposals Received from Firms in Response to Request for Proposals ("RFP") for Operations and Maintenance ("O&M") Services at the City of Industry Metrolink Station 2 MWdc Solar Carport Facility, 600 S. Brea Canyon Road (on file in City of Industry City Clerk's Office)

EXHIBIT A

Maintenance Services Agreement with SST Construction, LLC in an amount not to exceed \$105,000.00 for from October 27, 2016 through October 27, 2019

[Attached]

CITY OF INDUSTRY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of October 27, 2016 ("Effective Date"), between the City of Industry, a municipal corporation ("City") and SST Construction, LLC, a limited liability company ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Consultant to perform the services described herein, and Consultant desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 27, 2019, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Consultant shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing solar facility operations and maintenance services, serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Consultant represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's City Manager shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Five Thousand Dollars (\$105,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

5. LABOR CODE AND PREVAILING WAGES

(a) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed. Consultant shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Consultant shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Consultant shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Consultant shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Consultant shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at

the Consultant's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) **DUTY TO DEFEND**. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall have an immediate duty to defend the City at Consultant's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Consultant will not be entitled in the absence of such a

determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

10. INDEPENDENT CONSULTANT

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

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

11. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Industry
15625 E. Stafford, Suite 100
City of Industry, CA 91744

Attention: City Manager

With a Copy To: James M. Casso, City Attorney

City of Industry, CA 91746

13200 Crossroads Parkway North, Suite 345

To Consultant:

Derek Chase, President
SST Construction, LLC
2731 Citrus Road, Suite D
Rancho Cordova, CA 95742

16. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subconsultant for any services under this Agreement, Consultant shall provide City with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining

to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

22. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

23. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

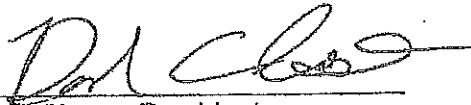
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

"CITY"
City of Industry

"CONSULTANT"
SST Construction, LLC

By: _____
Paul Phillips, City Manager

By: 
Derek Chase, President

Attest:

By: _____
Diane Schlichting, Chief Deputy City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

Consultant shall have full Operations & Maintenance ("O&M") responsibility for the Metrolink Solar Carport Facility ("Facility") located at 600 South Brea Canyon Road. Consultant will provide 24/7 monitoring, coordination and dispatching of vendors subcontracted for security and landscaping, and provide CAISO communication functions (CAISO is defined as the "California Independent System Operator or its regulatory successor, as applicable"); and to perform all Facility O&M including response services, corrective maintenance, preventive maintenance, warranty compliance and technical support, as necessary to ensure reliable, optimized operations. In addition, the Consultant will maintain As-Built drawings and configuration records of the facilities. The Consultant will also be required to perform some modest forecasting and reporting tasks.

1. Monitoring, Coordination and Dispatching (24/7 Dispatcher)

- Consultant shall have on-call service 24/7 and be able to provide onsite response within 24 hours of notification. Notification could be from the City, but primarily from Power Viewer web based solar monitoring system that triggers alarms and presents Facility data in near real-time. Consultant responsible to:
 - Acknowledge, assess severity and nature of alarm (i.e., false positive, restore service or repair as required, etc.) and prioritize ("Alert Triage").
 - Determine if performance is outside range of acceptable parameters.
 - Determine required action: clear alarm, dispatch Consultant's personnel to troubleshoot or inform City and City's subcontracted service providers of required action.

2. Dispatching of Subcontractors and Own Employees

Consultant shall monitor, inform the City and its vendors, coordinate and dispatch required services for subcontracted services, including but not limited to:

- 1) EV and PV Switchgear: All alarms, corrective and preventive maintenance to be coordinated with the City. Consultant is to perform work or provide an acceptable subcontractor to accomplish the work; all subcontractors are to be approved by the City.
- 2) CAISO Meter: All alarms or loss of meter read to be coordinated with City, CAISO and approved subcontractor. Troubleshooting could involve AT&T, Verizon and other vendors. Consultant is to perform work or provide an acceptable Metering subcontractor or approved personnel to the City.
- 3) Network Facilities: All network cabling issues to be coordinated with City and City network staff.
- 4) DAS/RIG: Contact and coordinate with City and DAS/RIG subcontractor for response to issues related to CAISO and metering, alarms or loss of communication from DAS, RIG, networking, or

communication equipment, and loss of access to Power Viewer solar monitoring system. Consultant shall provide qualified personnel or an acceptable subcontractor to the City.

- 5) Monitor wireless security system alarms. Communicate and coordinate with City monitoring company's customer service center for wireless system alarms.
- 6) Monitor cameras for proper function. Install software (from City) on computer at Dispatcher's call center to remotely view security cameras. Coordinate with City security staff.
- 7) Primary communication coordinator for:
 - On-site security reporting of suspicious activities or facility concerns.
 - Issues related to vegetation that may impact solar generation or other O&M functions. Notify City to dispatch municipal maintenance contractor.

3. Troubleshooting and Service Response

If alarms or performance outside of acceptable parameters indicate the need for onsite operations, Consultant shall visit the site within 24 hours to troubleshoot the Facility and determine whether a service or repair operation is needed to restore system performance. For equipment not included in the Consultant's Scope of Services, the City-hired vendor must be contacted within 4 hours and dispatched within 24 hours to complete Service operations. Service operations refer to operations that restore equipment performance without repair such as the resetting of switches and circuit breakers. A log of troubleshooting, service and repairs performed at the MetroLink Solar Facility since December 2013 is provided in Appendix 5.

4. Corrective Maintenance

Corrective or unscheduled maintenance primarily will involve performing any service or replacing any part of the Facility that becomes unfit or unavailable for use and performing the repair necessary to restore full operation. Appendix 2 provides a list of corrective or reactive maintenance measures that would be expected to be performed to fix problems. The Consultant shall be responsible to maintain an ongoing corrective maintenance report.

5. Routine Inspections and Preventive Maintenance

Consultant shall establish a routine inspection schedule for the Facility and perform preventive maintenance for the solar, interconnection and CAISO metering facilities¹. Consultant shall perform preventive maintenance intended to follow the industry standard for proactive maintenance: 1) to keep Facility equipment in good repair, safe operating condition, appearance and working order; 2) to keep Facility equipment in compliance with the manufacturer's recommendations, warranties and standard practices but in no event less than prudent industry practices; 3) to properly service all Facility equipment following manufacturer's written operating and servicing procedures. Routine inspection and preventive maintenance provided by Consultant shall include, but is not limited to, the following tasks (detailed in Appendix 1):

¹ While included in routine inspection, no preventive maintenance will be performed on electric vehicle (EV) charging and LED lighting facilities.

- Visual inspection of and reporting damage to carport structures
- Visual inspection for damage or foreign debris for all Facility equipment
- Identification of potential shading and equipment encroachments
- Inspect and verify wire connections for proper torque
- Calibration of Facility equipment per manufacturer specification
- Infrared scan of PV modules and other equipment connections
- Inspect and test fuses and breakers
- Inspect and test sensor equipment, DAS and weather station
- Inspect and maintain disconnects and combiner boxes
- Transformers and associated AC electrical distribution
- Wear and Tear Repairs

Appendix 1 provides a detailed preliminary list of routine inspection and preventive maintenance tasks.

6. As-Builts and Configuration Control

Consultant, upon any and all maintenance to the facility and its equipment, shall update all CAD As-Built Drawings to reflect the changes that were made previously or at the time of service. These files shall be made available to the City in order to keep the operations and maintenance manual up-to-date as the facility is reconfigured. Also, all As-Built Drawings and records of configuration changes shall be made freely available to City and its contractors.

7. Forecasting, Performance Debrief and Reporting

PPA and CAISO Forecasting and Scheduling

- Schedule forecast of Facility hourly electric output using SCE's web-based system (SCE PCI Module) per requirements for forecasting electric energy to be received by SCE. The City will provide initial hourly forecast based on historical generation.
- Schedule any generation outages using SCE PCI Module.

Performance Debrief (via telephone)

- City shall prepare and provide to Consultant quarterly performance report similar to Appendix 6 which Consultant and City shall jointly review and assess.

Reporting (can be provided electronically to City)

- Provide documentation of any troubleshooting, service or repair completed during site visit. Documentation of site visit is condition for payment.
- Document observations or findings from routine inspection.
- Document preventive maintenance or testing operation and provide City with brief outline on recommended measures.

- Promptly furnish or cause to be furnished any information as may be required to enable the City to respond to CAISO or SCE.
- Provide current as built information and updated drawings to maintain configuration control

PM Activity	Facility Component	Description of Preventive Maintenance Task	Interval	Provider
General				
Manage	Facility	Document program to inspect and maintain equipment as specified by manufacturer /supplier. Compile data sheets and maintenance checklists and confirm with manufacturer /supplier.	Per Man Spec Per Man Spec	Consultant
Full Inspection	Facility	Ensure that there is appropriate signage and warnings that identifies potential hazards.	Annual	
Full Inspection	Facility	Ensure facility components (inverters, combiner boxes, disconnect switches, switchgear, etc.) are not accessible to unqualified personnel, and require tools or have locks to prevent unauthorized access to the equipment.	Annual	Consultant
Visual Inspection	Facility	Look for any signs of intrusion by pests such as insects and rodents. Remove any nests from electrical boxes (junction boxes, pull boxes, combiner boxes) or arrays. Use safe sanitation practices because nests may carry disease.	Annual	Other
Service	Facility	For any service ensure proper use of lockout/tagout procedures, personal protective equipment (PPE) and appropriate procedures for safely disconnecting live circuits.	Continual	Consultant
Service	Facility	Use torque marks on specified connections to ensure lugs are tightened to proper torque values. If not visible, technician can mark lug after torquing during maintenance visit. Proper torque mark is made with specialized torque marking pen. The mark is a straight line through the lug and the housing.	Continual	Consultant
PV ARRAYS				
Visual Inspection	PV Array	Confirm modules are securely attached. Inspect modules for excessive soiling from dirt buildup or animal droppings. Check for shading from vegetation growth.	Annual	PV Array Technician
Visual Inspection	PV Array	Inspect PV modules for defects that can appear in the form of burn marks, discoloration, delamination, or broken glass.	Annual	PV Array Technician
Visual Inspection	PV Racking	Inspect racking system for defects including rust, corrosion, sagging, and missing or broken clips or bolts.	Annual	PV Array Technician
Visual Inspection	PV Array	Ensure module wiring is secure, <u>not</u> hanging loose and exposed to potential damage, bent to unapproved radius, or stretched across sharp or abrasive surfaces. Check for aging & corrosion.	Annual	PV Array Technician
Full Inspection	PV Array	Test open circuit voltage of series strings of modules	Annual	PV Array Technician
Full Inspection	PV Modules	Use infrared camera to inspect for hot spots	Annual	PV Array Technician
Full Inspection	PV Modules	PV module torque check & visual inspection. Racking torque check and inspection.	5-Years	PV Array Technician
Balance of System (BOS) - AC				

Visual Inspection	AC Wiring	Verify condition of wire transition junction boxes for weatherproofing, corrosion and security of internal wiring connections. Seal boxes if required.	Annual	Electrician
Full Inspection	AC Wiring	Verify physical condition of AC conduits and ensure all connections still weather tight.	Annual	Electrician
Visual Inspection	AC Wiring	Verify condition of AC disconnect(s). Open and look for signs of corrosion or damage. Check to make sure cabinet penetrations are properly sealed and no evidence of water ingress. Check	Annual	Electrician

PM Activity	Facility Component	Description of Preventive Maintenance Task	Interval	Provider
Visual Inspection	AC Wiring	Check position of AC disconnect switches and breakers.	Annual	Electrician
Service	AC Wiring	Re-torque all electrical connections on AC side of system.	Annual	Electrician
Balance of System (BOS) - DC				
Visual Inspection	DC Wiring	Verify condition of DC conduits and connections, inspect for proper support, bushings, and expansion joints, where needed.	Annual	Electrician
Visual Inspection	DC Wiring	Verify condition of DC disconnect(s). Open and look for signs of corrosion or damage. Check to make sure cabinet penetrations are properly sealed and there is no evidence of water ingress. Check torque marks on field terminations.	Annual	Electrician
Visual Inspection	DC Wiring	Check proper position of DC disconnect switches.	Annual	Electrician
Visual Inspection	Combiner Boxes, DC Wiring	Verify external and interior condition of DC combiner boxes. Look for debris inside boxes and any evidence of damaging water intrusion. Look for discoloration on the terminals, boards, and fuse holders. Check torque marks on field connections.	Annual	Electrician
Full Inspection	DC Wiring	Inspect cabling for signs of cracks, defects, pulling out of connections; overheating, arcing, short or open circuits and ground faults.	Annual	Technician
Full Inspection	Combiner Boxes, DC Wiring	Scan combiner boxes with Infrared camera to identify loose or broken connections (loose connections warmer than good connections when passing current).	Annual	Technician
Service	DC Wiring	Re-torque all electrical connections in combiner box	Annual	Electrician
Weather Station				
Full Inspection	Instruments	Inspect pyranometers (irradiance) & wind sensors. Irradiance sensors should be cleaned to remove dirt and bird droppings. Wind sensors should spin freely.	Annual	Technician
Full Inspection	Instruments	Ensure sensors are in the correct location and at the correct tilt and azimuth. Global horizontal irradiance sensor should be flat, and plane of array irradiance sensor should be installed to the same pitch and orientation as the array.	Annual	Technician
Service	Instruments	Inspect & tighten all connections.	Annual	Technician
Service	Instruments	Exchange or re-calibrate instruments.	Per Man Spec	Technician
Inverter - Inverter manufacturer has specific requirements for inspection, testing, services, and documentation to meet warranty obligations				

Visual Inspection	Inverter	Verify that current software is installed.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Record and validate all voltages and production values from the HMI display. Record last logged system error.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Inspect interior and exterior of the inverter for signs of water, rodent, or dust intrusion into the inverter.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Check for torque marks on the field terminations.	Per Man Spec	Inverter Technician
Service	Inverter	Check and clean inside of inverter cabinet, ventilation system and exposed surfaces. Clean fan and heat sink (heat rejection fins).	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Inspect gasket seal, weather stripping, replace as necessary.	Per Man Spec	Inverter Technician
Full			Per Man	Inverter

PM Activity	Facility Component	Description of Preventive Maintenance Task	Interval	Provider
Full Inspection	Inverter	Inspect and test fans, replace as necessary.	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Check fuses and surge suppressors such as MOV's.	Per Man Spec	Inverter Technician
Visual Inspection	Inverter	Look for discoloration from excessive heat buildup or corrosion on inverter components and connections.	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Check operation of all inverter safety devices (E-stop, door switches)	Per Man Spec	Inverter Technician
Full Inspection	Inverter	Complete thermal scan of inverter connections, wiring and electronics.	Annual	Inverter Technician
Test	Inverter	Check integrity of lightning arrestors.	Annual	Inverter Technician
Test	Inverter	Check continuity of system ground and equipment grounding.	Annual	Inverter Technician
Test	Inverter	Test overvoltage surge suppressors in inverter.	Annual	Inverter Technician
Service	Inverter	Replace transient voltage surge suppression devices.	5-Years	Inverter Technician
Step-Up Transformer				
Visual Inspection	Transformer	Inspect transformer. Check meter, oil and temperature gauges.	Per Man Spec	Electrician
Switchgear & Meter				
Visual Inspection	Transformer	Inspect switchgear.	Per Man Spec	Electrician
EV Chargers				
Visual Inspection	Transformer	Inspect transformer that supplies Level 2 Chargers for proper operation.	Per Man Spec	Electrician
Visual Inspection	Panel	Inspect distribution panel that supply Level 2 Chargers for proper	Per Man Spec	Electrician

Weather Station				
Service	Instruments	Weather Station - Instruments	Annual	Technician
		<p>Weather Station - Instruments</p> <ul style="list-style-type: none"> • Compact weather station/Pyranometer: Lufft USA WS501-UMB <ul style="list-style-type: none"> o Annual maintenance <ul style="list-style-type: none"> § Visual inspection of the equipment for soiling § Check the sensors by carrying out a measurement request § Check the operation of the fan (not on WS200-UMB) • Pyranometer: Campbell Scientific: CMP6, CMP11, CMP21 <ul style="list-style-type: none"> o Annual maintenance <ul style="list-style-type: none"> § At regular intervals, physically inspect the pyranometer to ensure that: <ul style="list-style-type: none"> • Dome is free of dirt, condensation, and ice (see Section 8.1.1, Cleaning Domes (p. 17)). • Desiccant granules are orange and opaque (see Section 8.1.2, Changing the Desiccant (p. 17)). • Mounting is secure. • Pyranometer is level (if mounted horizontally). • Cables are in good condition. § Cleaning Dome <ul style="list-style-type: none"> • Clean the outer dome at regular intervals (e.g., every week or so). Remove any accumulated dust, condensation, or ice from the dome and pyranometer body using a soft cloth dampened with water or alcohol. § Changing the Desiccant <ul style="list-style-type: none"> • A desiccant-filled drying cartridge prevents dew from forming on the inner sides of the domes; Campbell Scientific pn 27052 is the replacement desiccant for this cartridge. The optional CVF4 Heater/Ventilator Unit is also available to keep the pyranometer dome free from ice and dew (see Appendix C, CVF4 Ventilation Unit (p. C-1)). In some applications, the CVF4 may also reduce the deposition of dust on the pyranometer dome, and therefore reduce the cleaning interval frequency. • Temp Sensor: Campbell Scientific 110PV <ul style="list-style-type: none"> o Annual Maintenance <ul style="list-style-type: none"> § The 110PV probe requires minimal maintenance. Periodically check cabling for proper connections, signs of damage, and possible moisture intrusion 		

EXHIBIT B

RATE SCHEDULE

O&M Task Description	Price
1) Monitoring, Coordination, Dispatch, Forecast, Debrief & Reporting	\$0/Yr
2) Preventive Maintenance (Appendix 1)	\$5,600/Yr
3) Troubleshoot, Service & Repair (Appendix 2)	\$120/hr
4) Travel Time (to and from site)	25 minutes (17miles)
5) Panel Wash (Appendix 3)	
\$7,700 per occurrence, as needed	\$7,700 (per occurrence)
Deionized Water	\$3,000/Occur.
6) Other Tasks (Appendix 4)	
Calibration of Electric Meter	\$5,500 on demand
Short circuit testing of strings	\$3,300/Yr
IV curve testing	Included w/ short circuit test
Megger test of conductors	\$3,300/Yr
Thermal imaging	\$5,500/Yr
100% IV Curve Measurement and Trace Report	Included
ITR Thermal Imaging Report	Included
7) Vehicle & Equipment	Included

Hourly Rates (prevailing wage rates)

Qualification Per Task	Hourly Rate
Journeyman Electrician	\$100/hr
Electrician	\$90/hr
Master Electrician	\$120/hr
Service Tech	\$80/hr

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may

arise from or in connection with the performance of the Services hereunder by Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the 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 canceled 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 Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable 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 an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverages and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT B

**Base Price Quote Comparison compiled from Borrego Solar Systems, Inc., ENCO
Utility Services LLC, MaxGen Energy Services and SST Construction, LLC
proposals submitted September 15, 2016**

[Attached]

Contract No. 2015-1003R/(MP 06-18 #10)
Operations and Maintenance ("O&M") Services at the City of Industry Metrolink Station 2 MWdc
Solar Carport Facility, 600 S. Brea Canyon Road
Cost Comparison

Base Price Quote is graded as 30% of the score for proposals: "O&M Tasks Items # 1 Monitoring, Coordination, Dispatch, Forecast, Debrief and Reporting and #2 Preventive Maintenance should be a fixed price (\$ per year) based on the tasks identified in Sections 2.4, 3.1, 3.7 and Appendix 1."

	ENCO Utility Services	Borrego Solar	MaxGen Energy Services	SunSystem Technology
Monitoring, Coordination, Dispatch, Forecast, Debrief, Reporting	\$38,200.00	\$15,595.00	\$53,000.00	\$0.00
Preventive Maintenance	\$37,500.00			\$5,600.00
Annual Base Price Total	\$75,700.00	\$15,595.00	\$53,000.00	\$5,600.00
Services As Required				
Panel Wash	\$20,000.00	\$11,583.00	\$26,875.00	\$10,700.00
Calibration of Electric Meter	\$5,100.00	\$2,000.00	Time & Materials	\$5,500.00
Short circuit (Isc) testing of strings	\$960.00	"Unnecessary with IV Curve Test"		\$3,300/year
Insulation resistance tests ("megger" tests) of conductors at specified voltage	\$240.00	\$5,500 AC/DC \$3,500 Feeder Wiring		\$3,300/year
Current-voltage (IV) curve testing of strings	\$960.00	\$0.00		\$0.00
Thermal images of combiner box	Included in IRT	Included in PM, \$1,200 as separate		Included in IRT
IRT Thermal Imaging Report	\$18,000.00	\$2,300 ("Redundant Service")		\$5,500/year
Estimated yearly cost of additional services	\$45,260.00	\$25,883.00	\$26,875.00	\$28,300.00
Estimated total yearly cost	\$120,960.00	\$41,478.00	\$79,875.00	\$33,900.00
<p>*Actual yearly cost is liable to change based on performance of facility and necessity of additional testing or services. Pricing is based on estimated need for additional services on an annual basis</p>				

EXHIBIT C

**Proposals Received from Firms in Response to Request for Proposals (“RFP”) for
Operations and Maintenance (“O&M”) Services at the City of Industry Metrolink
Station 2 MWdc Solar Carport Facility, 600 S. Brea Canyon Road**

[On file in City of Industry City Clerk’s Office]