

## Solar PV Operation and Maintenance Agreement

This Solar PV Operation and Maintenance Agreement (this "Agreement"), is made and entered into as of \_\_\_\_\_, 2021 (the "Effective Date") by and between **Contra Costa County** ("Owner") and **Borrego Solar Systems, Inc.**, a California corporation ("Contractor"). Owner and Contractor are at times referred to individually as a "Party" and together as the "Parties".

**WHEREAS**, Owner wishes to retain Contractor to provide operation and maintenance services for Owner's photovoltaic, solar electric power system(s) (each a "System," collectively, the "Systems") located at one or more sites identified in **Exhibit A** (the "Site" or "Sites"), and Contractor wishes to provide such services for the consideration set forth herein.

**NOW, THEREFORE**, the Parties hereby agree as follows:

### 1. Documents Comprising This Agreement

This Agreement consists of the terms and conditions set forth in this Agreement and the following exhibits attached hereto, which are hereby incorporated herein by this reference and made a part of this Agreement:

Exhibit A: SITE(S), SYSTEM(S), AND SERVICE FEE(S) (and any Schedules attached thereto)

Exhibit B: MAINTENANCE SCOPE OF SERVICES

Exhibit C: SITE INFORMATION TEMPLATE FORM

### 2. Term of Agreement

Unless terminated earlier in accordance with Section 9 (Termination) below, this Agreement shall commence on the date first set forth above and continue for a period of five (5) years (the "Initial Term", and together with any extensions thereof, the "Term"). After the Initial Term, unless this Agreement has otherwise been terminated, the Term shall automatically be extended for one (1) year at each anniversary of the Initial Term

### 3. Scope of Services

- a. Contractor will perform the services set forth in **Exhibit B** (Maintenance Scope of Services) (the "Maintenance Scope of Services").
- b. Contractor shall provide at its sole cost and expense all tools and equipment needed to perform the Maintenance Scope of Services, except for any exclusions set forth in Section 4 of **Exhibit A**.
- c. Contractor will use reasonable efforts to assist Owner with any manufacturer warranties for modules, inverters, transformers, switchgear as part of the Maintenance Scope of Services. However, Contractor's obligations under this Section 3(c) specifically exclude providing any legal assistance to Owner or incurring any other additional costs associated with enforcing any warranty. If Owner wishes to have Contractor initiate any warranty claims with respect to any

other equipment on a System it shall be considered Additional Services under Section 4 of this Agreement.

**4. Additional Services**

- a. Owner and Contractor may agree from time to time that Contractor will provide services beyond the Maintenance Scope of Services as set forth in a Work Order ("Additional Services"). In such event Owner shall compensate Contractor in accordance with the terms of a Work Order.
- b. Owner shall notify Contractor via telephone or electronically (email/portal) of any requests for Additional Services. Either Owner or Contractor shall then initiate a written Work Order substantially in the form set forth in Schedule 1 to **Exhibit A** setting forth the scope of Additional Services and costs associated with the Additional Services (the "Work Order") for submission to the other Party.
- c. Contractor shall not proceed with any Additional Services, and County shall not be obligated to pay therefor, until Contractor and Owner have agreed on the scope and cost of such Additional Services and Owner and Contractor have signed a Work Order.
- d. With respect to any Additional Services, Contractor shall procure, at Owner's expense, all replacement parts, System components and equipment attached to, part of or constituting a System (together, the "Replacement Components") necessary for the performance of the Additional Services; provided, however, if any such Replacement Components are required as a result of Contractor's negligence then Contractor shall procure such Replacement Components at Contractor's expense. In the event of a warranty claim with regard to total module output, any module testing required shall be documented and paid for in a Work Order as an Additional Service.

**5. Standard of Services**

- a. Contractor shall perform the Maintenance Scope of Services and Additional Services (collectively "Services") in accordance with applicable laws and orders or directives of governmental authorities having jurisdiction over the System and according to standards of care and diligence normally practiced by or approved by a significant portion of the solar operation and maintenance firms in performing services of a similar nature with respect to solar generation projects of similar size and nature in jurisdictions in which the Services will be performed and that, in the exercise of reasonable judgment in light of the facts known is reasonable, provided that notwithstanding the foregoing, Contractor is not obligated to use optimum practices or methods to the exclusion of all others, but rather to use a spectrum of reasonable and prudent practices and methods that take into consideration the conditions specific to the applicable Site(s) and System(s).
- b. Contractor warrants to Owner that the Services shall be free from workmanship defects for a period of one (1) year from the date such Service was provided.
- c. Contractor shall perform all Services shall be performed by qualified technical personnel.

- d. All Services performed or provided on the Site shall be in compliance with federal Occupational Safety and Health Administration (OSHA) regulations and laws. Contractor is responsible for all safety precautions and programs in performance of the Services, provided, however, if Owner deems any part of the Services unsafe under OSHA regulations, Owner may require Contractor to stop performance of the Services and/or take corrective measures necessary to comply with the requirements of OSHA or any other regulating authority.
- e. Contractor shall perform the Services in accordance with all applicable laws (including any prevailing wage or other similar labor requirements), and the provisions of this Agreement.
- f. Contractor will use commercially reasonable efforts to assist Owner with any manufacturer warranties for modules, inverters, transformers, switchgear as part of the Maintenance Scope of Services, and such work and effort shall include the prosecution and reasonable enforcement of such warranties necessary or appropriate to service, repair and/or replace such modules, inverters, transformers, switchgear. However, Contractor's obligations under this Section 5(f) specifically exclude providing to Owner any legal assistance or other technical assistance where Contractor would be required to perform Additional Services associated with reasonably enforcing any warranty unless a Work Order therefor is entered into. If Owner wishes to have Contractor initiate any warranty claims with respect to any equipment on a System other than as set forth in the first sentence of this Section 5(f), it shall be considered Additional Services under Section 4 of this Agreement.

## **6. Use of Subcontractors**

With the prior written consent of Owner, Contractor may engage subcontractors ("Subcontractors") as it deems advisable for the purpose of performing or carrying out any of its obligations under this Agreement; provided, however, that no such engagement shall relieve Contractor of any of its obligations or liabilities under this Agreement. As between Owner and Contractor, Contractor is solely responsible for the acts, omissions or defaults of its Subcontractors and their agents, representatives and employees. Nothing in this Agreement shall be construed to create any contractual relationship between Owner and any Subcontractor.

## **7. Owner's Responsibilities**

- a. Owner shall provide Contractor, its Subcontractors, and their respective agents and employees with reasonable access to the System and the Site during reasonable times and without prior notice as required for the performance of Contractor's duties under this Agreement. Contractor will use reasonable efforts to schedule normal, routine maintenance in advance with the Owner, landlord or property manager of each Site. At Owner's request, Contractor will inform Owner of all Site visits that have taken place.
- b. Owner shall ensure that, prior to commencement of the Maintenance Scope of Services, each Site and System shall comply with all local, state and federal

regulations, and shall meet industry standards for civil, mechanical and electrical design and installation/construction without material defects.

- d. Owner shall provide Contractor with all vendor manuals, spare parts lists, project data books and drawings which are provided to Owner pursuant to any project agreement or by any other contractor responsible for construction, installation, repair or maintenance of the Site(s) or System(s) or a part thereof. Contractor shall be entitled to rely upon such information in performance of the Services. To the extent Owner does not provide such information or such information is incorrect or defective, then Contractor shall be entitled to revise or amend the Maintenance Scope of Services and/or the annual fee set forth in Section 3 of **Exhibit A** (Sites, Systems and Service Fees). Owner shall also provide Contractor with copies of all project agreements and any amendments thereto and any other documents that define the Site or the System's operating requirements.
- e. Owner shall (i) have a data acquisition system ("DAS") in place for each System(s); (ii) have subscription(s) in place to maintain the DAS (both at Owner's expense); and (iii) provide Contractor with access to the DAS for the Term of this Agreement.
- f. Owner shall timely respond to Contractor's communications and requests for information.

## **8. Payment Terms**

- a. Owner shall pay Contractor according to the fees set forth in **Exhibit A** Sites, Systems and Service Fees), inclusive of the annual escalation charges over the Term of the Agreement, for the Services provided by Contractor.
- b. Annual O&M Fees: Contractor will invoice Owner (via email) for the annual fee set forth in Section 3 of **Exhibit A** (Sites, Systems and Service Fees) on the date Owner has delivered written notice to Contractor in a form substantially similar to the notice set forth on Schedule 2 to **Exhibit A** (the "System Commencement Date"), and thereafter on each anniversary of each System Commencement Date.
- c. Fees for Additional Services/Components: Contractor will invoice Owner (via email) monthly for Additional Services/Components as set forth in Work Orders.
- d. Full payment on all invoices is due within thirty (30) calendar days of Owner's receipt of the invoice (the "Due Date"). A finance charge of the lesser of (i) 1.50% per month (18% per annum) or (ii) the maximum amount allowed by law, shall apply to all unpaid invoices past the Due Date.
- e. The prevailing party in any lawsuit or legal proceeding arising out of this Agreement shall be entitled to recover its attorneys' fees and costs.

## **9. Termination**

- a. For Convenience:

- i. Either Party may terminate this Agreement for convenience upon sixty (60) days written notice to the other Party. If the Agreement is terminated under this Section 9(a)(i), Owner shall pay Contractor for all Additional Services performed up to and including the date of termination.. Contractor shall refund to Owner any paid but unearned fees.
  - ii. Either Party may terminate this Agreement immediately if the other Party has filed a voluntary petition in bankruptcy, is the subject of an involuntary petition in bankruptcy, has been adjudicated as bankrupt or insolvent, or has made an assignment for the benefit of creditors.
- b. For Cause: Either Party may terminate this Agreement for default upon written notice if a Party breaches a material term of this Agreement and fails to cure such material breach within thirty (30) days of written notice from the other Party.

## **10. Force Majeure**

- a. Notwithstanding any other provision of this Agreement, each Party's obligations under this Agreement shall be suspended by any Force Majeure Event (as defined below) if and to the extent that such Party is prevented or delayed from performing by reason of the Force Majeure Event. In every instance of a Force Majeure Event, (i) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure Event and required by any remedial measures, (ii) no obligations of any Party that arose before the occurrence of such causes shall be excused as the result of the occurrence, and (iii) each Party shall use commercially reasonable efforts to remedy its inability to perform. If the performance by either Party of its obligations under this Agreement is affected by any Force Majeure Event, such Party shall notify the other Party in writing within five (5) business days after the initial occurrence of the claimed Force Majeure Event of the nature and extent thereof. When the claiming Party is able to resume performance of its obligations under this Agreement, it shall give the other Party prompt notice to that effect.
- b. As used herein, the term "Force Majeure Event" means any event that prevents the affected Party from performing its obligations under this Agreement and that is reasonably beyond the control of, and not the fault of or caused by, the affected Party, including, without limitation: (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) terrorist acts affecting the Site, (v) volcanic eruptions, earthquake, hurricane, tornado, storm, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vi) strikes or labor unrest not attributable to Contractor's workforce, (vii) requirement by a utility that the System discontinue operation for any reason, (viii) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (ix) any other action by any governmental authority which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement (including, without limitation, an unstayed order of a court or administrative agency having the effect of subjecting the sale of energy output

to federal or state regulation of prices and/or services). Economic hardship of either Party shall not constitute a Force Majeure Event under this Agreement.

**11. Warranty Disclaimer; Limitation of Liability**

- A. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND REPLACEMENT COMPONENTS PROVIDED HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL SUCH WARRANTIES ARE DISCLAIMED.
- B. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR'S TOTAL LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT, OR THE USE OF THE SERVICES BY OR ON BEHALF OF OWNER OR ANY OTHER THIRD PARTY, SHALL BE SOLELY FOR OWNER'S DIRECT DAMAGES.
- C. EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, OR LOSS OF USE/DATA/REVENUE/PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.
- D. EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY TO OWNER FOR DIRECT DAMAGES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO CONTRACTOR FOR THAT SITE OR SYSTEM DURING THE PRIOR TWELVE (12) MONTH PERIOD FOR SERVICES PERFORMED UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE OWNER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

**12. Indemnity; Insurance Provisions**

Throughout the Term of this Agreement, Contractor shall maintain insurance meeting the Insurance Requirements set forth below. In the event Contractor makes any material

modification, cancellation or termination of such coverage, Contractor shall give Owner at least thirty (30) days prior written notice. Such insurance shall be primary coverage without right of contribution from any insurance of Owner.

**GENERAL LIABILITY**

<b>Limits of Liability</b>	<b>Description</b>
\$1,000,000	Per Occurrence
\$1,000,000	Annual Aggregate, Other Than Products
\$2,000,000	Annual Aggregate, Products & Completed Operations
\$1,000,000	Personal and Advertising Injury Aggregate
\$100,000	Fire Damage Liability
\$10,000	Medical Expense Each Claim
\$250	Deductible / Per Claim – Bodily Injury and Property Damage

**UMBRELLA LIABILITY**

<b>Limits of Liability</b>	<b>Description</b>
\$1,000,000	Per Occurrence
\$1,000,000	Annual Aggregate Limit

**AUTOMOBILE LIABILITY**

<b>Limits of Liability</b>	<b>Coverage</b>
\$1,000,000	Liability
\$1,000,000	Hired/Borrowed Auto Liability
\$1,000,000	Non-Owned Auto Liability
\$1,000,000	Uninsured Motorists
\$100,000	Employers Liability Insurance
\$10,000	Medical Expense Each Claim

**WORKERS COMPENSATION**

<b>Limits of Liability</b>	<b>Coverage</b>
\$1,000,000	Liability (Each Accident)
\$1,000,000	Disease (Each Employee)
\$1,000,000	Disease (Policy Limit)

13. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless Owner and its officers and employees from: (i) any, demands, losses, costs, expenses, liabilities, damages, or obligations for personal injury, death or property damage asserted by a third party, but only to the extent directly attributable to the negligence, fraud or willful misconduct of Contractor; and (ii) any administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding arising as a result of Contractor's

performance of the Services. Owner shall provide, Contractor with prompt notice of any such claims. This provision will survive the expiration or termination of this Contract.

#### **14. Notices**

All notices and other communications required under this Agreement shall be in writing and addressed to each Party at the address or email address set forth below, or to such other addresses or email of which a Party may from time to time notify the other Party pursuant to the terms of this Section. Such notices and communications will be deemed given upon the earlier of (a) actual receipt; (b) three (3) business days after being mailed by registered or certified mail, return receipt requested with postage prepaid; or c) one (1) business day after being deposited with a recognized overnight courier service with charges prepaid.

**To Owner:**

Contra Costa County  
Public Works Department  
255 Glacier Drive  
Martine, CA 94552  
Attention: Ramesh Kanzaria, Capital Projects Division Manager  
Email: frank.dimassa@pw.cccounty.us

**To Contractor:**

Borrego Solar Systems, Inc.  
Attention: Director, O&M  
55 Technology Drive, Suite 102  
Lowell, MA 01851  
Email: jthorpe@borregosolar.com

With a copy to:

Borrego Solar Systems, Inc.  
Attention: General Counsel  
1814 Franklin Street, Suite 700  
Oakland, CA 94612  
Email: LegalNotices@borregosolar.com

#### **15. Assignment**

Owner may assign this Agreement and any of its rights or obligations hereunder to any third party. Contractor shall not assign this Agreement without the prior written consent of Owner, which shall not be unreasonably withheld; provided, however, that Contractor may assign this Agreement without Owner's prior written consent to an affiliate of Contractor or to the successor in interest to Contractor's operation and maintenance business in the event of a merger, consolidation or sale of all or substantially all of the assets of such business.

#### **16. Miscellaneous**



- a. This Agreement and the rights and obligations of the Parties hereunder shall be governed by the laws of the State of California, without giving effect to the conflicts of laws principles. Jurisdiction for any action, suit or other legal proceeding shall be commenced and prosecuted solely and exclusively in a state or federal court located in the City of Folsom, California, and the Parties hereby consent to the exclusive jurisdiction of such a court.
- b. This Agreement expresses the entire and integrated agreement of the Parties with respect to the subject matter hereof, and any prior or contemporaneous negotiations or discussions are superseded. Neither Party has made any promise or inducement related hereto that is not set forth herein.
- c. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by both Parties.
- d. This Agreement is binding upon and inure to the benefit of the Parties, and their respective successors and assigns, to the extent that assignment is permitted hereunder.
- e. Each Party signing this Agreement represents that s/he has the authority to enter into a legally valid and binding obligation on behalf of that Party.
- f. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Borrego Solar Systems, Inc.** (Contractor)

**Contra Costa County** (Owner)

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Solar PV Operation and Maintenance Agreement**

**Exhibit A  
SITE(S), SYSTEM(S), AND SERVICE FEE(S)**

**1. Site(s)**

Contra Costa County  
West County Detention Center  
5555 Giant Hwy, Richmond, CA 94806

**2. System(s)**

a. System Size: 900kW

**3. Maintenance and Additional Service Fees**

a. Maintenance Scope of Services Annual O&M Fee: **\$14,229.85** for Preventative Maintenance Package that includes; two (2) annual module washings included in the Annual O&M Fee

Project Name	Type	System Size kW	O&M Package	String Level Test	Annual O&M Package	Total \$ Washing	Total Annual Fee
West County Detention Center	Roof	900	PM	100% VOC/IMP	\$11,949	\$1,683.24 (two per year)	\$14,229.85

b. Fees for Additional Services (Work Order):

- i. Regular Time Labor: \$120.00 per hour, billed in 15-minute increments. Regular Time is defined as Monday – Friday, 8:00 am – 5:00 pm.
- ii. Off-Hour Labor: \$180.00 per hour, billed in 15-minute increments. Off-hours is defined as Saturdays, Sundays and the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.
- c. Annual Increases: The Annual O&M Fee and Fees for Additional Services shall increase by 2 percent (2%), effective on the first day of the calendar quarter at each anniversary of the System Commencement Date for each System during the Term of the Agreement.
- d. Taxes: All fees in this Section 3 exclude any sales, use, general excise, or any other taxes applicable to the Services. Owner shall be liable for and shall reimburse Contractor for all taxes and related charges, including interest and penalties, however designated, imposed upon or arising from the provision of Services or the sale of the materials by Contractor to Owner. Such taxes shall be billed to Owner as separate items on Contractor’s invoices, unless a valid exemption certificate is furnished by Owner to Contractor.

**4. Materials and Rented Equipment:**

- a. Maintenance Scope of Services: Includes all tools and equipment needed by Contractor to perform the Maintenance Scope of Services as set forth in Exhibit B (Maintenance Scope of Services) of this Agreement, except any aerial lifts that may be required to perform the Maintenance Scope of Services; in which case such aerial lifts will be billed to Owner at cost, plus 15%, plus any applicable taxes.
- b. Additional Services: All materials and rented equipment needed by Contractor to perform any Additional Services shall be billed to Owner at actual cost, plus 15%, plus any applicable taxes.

**5. Permits and Approval Fees:**

All permits and approval fees necessary for the Maintenance Scope of Services and any Additional Services shall be billed to Owner at cost, plus 15%.

**6. Travel Expenses:**

- a. For Maintenance Scope of Services under the Basic Package: For any corrective work, Owner shall be charged a minimum of four (4) hours for any Site visit.
- b. For any Additional Services, Contractor will provide Owner with a Work Order quote listing any travel expenses (including mileage, airfare, car rentals, meals and lodging), which Owner will invoice at actual cost, plus 15%, plus any applicable taxes.

**SCHEDULE 1  
TO EXHIBIT A**

**FORM OF WORK ORDER QUOTE**



**Quote**

Date: December 11, 2018  
 Prepared By:   
 Case#:   
 PO #:

From:	Customer:	Site Name:
Borrego Solar Systems, Inc. 5005 Texas St., Ste. 400 San Diego, CA 92108 tel:888-898-6273 fax: 888-843-6778	#N/A #N/A #N/A	 Project:

Description	Qty	AMT	Line Total
	1.00		\$ -
			\$ -
			\$ -
			\$ -
			\$ -

Subtotal	\$	-
Estimated tax	%	
Estimated Tax	\$	\$0.00
Shipping	\$	
<b>Total</b>	\$	-
<b>Not to Exceed</b>	\$	

**Special Notes and Instructions**  
 Shipping and tax not reflected in this quote

Above information is not an invoice and only an estimate of services/goods described above.

**Terms and Conditions:** By signing this Quote, Buyer hereby accepts and is bound by the Terms & Conditions that are attached hereto and incorporated into this Quote

**Warranty disclaimer:** Note that any and all service work performed outside of the customer's original warranty period does not imply any fault by Borrego.

**To accept this quotation, please sign here:**

Signature	date
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**Thank you for your business!**  
 Borrego Solar is solving the world's energy problems by accelerating the adoption of renewable energy. Our people are committed to excellence in every aspect of solar design, construction, and operation.

**SCHEDULE 2  
TO EXHIBIT A**

**Services Commencement Notice**



**Notice of Commencement**

**Date:**

Borrego Solar Systems, Inc.  
Attention: Director of Business Development, O&M  
55 Technology Drive, Suite 102  
Lowell, MA 01851

To: Greg ~~Shambo~~

**[Owner]** hereby delivers this notice to Borrego Solar Operations and Maintenance to commence the Scope of Services for the following site:

Site Name	Site Address	Services Commencement Date

Sincerely,

Borrego Solar Operations and Maintenance acknowledges **[Owner]** request for commencement.

**Signature:** (Delete for signing)

**Borrego Solar Systems, Inc.**

**Name:**

Signature:

**Title:**

**Company:**

Name: Gregory ~~Shambo~~

Title: Director, Business Development O&M

Date:

**Borrego. Powering your Growth.**

## Solar PV Operation and Maintenance Agreement

### Exhibit B MAINTENANCE SCOPE OF SERVICES: PREVENTATIVE PACKAGE

1. Contractor will perform the following Maintenance Scope of Services for the System.

Item #	Service	Service Description	Frequency
<b>1. Monitoring, Reporting, and Inventory</b>			
1.1	Site Monitoring	Monitor inverters and meter output data for issues and alarms through DAS.	Daily
1.2	Annual Reporting	Provide annual maintenance/inspection reports for the project for the preceding calendar year	Annually
1.3	Incident Reporting	Provide written report (in .pdf format) on any event involving personnel injury associated with the project or material damage to the project or any part thereof.	No later than three (3) business days after the occurrence, or immediately for OSHA recordable events, but no later than 24 hours.
<b>2. Site Property Inspection/Maintenance</b>			
2.1	Site Mowing	Mow property within the fence line, specifically ensuring vegetation does not shade modules.	Not Applicable
2.3	Perimeter and Fence Inspection	Visually inspect and report on all fencing for signs of damage, intrusion, and overgrowth of vegetation. Inspect signage to ensure all originally installed signs are present and legible.	1 X per year
<b>3. DC Systems</b>			
3.1	Racking Inspection	Visually inspect and report on all racking, racking mounts and conduits on racking for damage, corrosion, settling and stability.	1 X per year
3.2	Module Inspections	Inspect 25% sampling of modules for soiling, breakage, delamination, discoloring and hot spots, rotating sample areas annually to achieve 100% inspection every 4 years. If systemic issues are identified, notify project lessee and propose a corrective action plan to be implemented as needed.	1 X per year

Item #	Service	Service Description	Frequency
3.3	Wire Inspection	Inspect for proper wire management and any possible damage on exposed conductors.	1 X per year
3.4	Combiner Box and Re-Combiner Inspections	Electrical/mechanical inspection of combiners & disconnects. Inspect bonding bushings and grounding, check for wire damage especially at entrance/exit locations, terminal corrosion, any discoloration, and inspect fuses for proper functionality. Remove insects/pests debris from all enclosures.	1 X per year
3.5	Combiner Box and Re-Combiner Torque Inspections	Confirm and correct terminal torque settings for both sides of all fuse holders, grounded (negative) terminal bar, grounding bar, PV output circuit and DC Disconnects.	1 X per year
<b>4. AC Systems</b>			
4.1	Inverters	Perform annual inverter preventative maintenance work for all inverters per manufacturer's recommendations and manufacturer's warranty requirements.	Per Manufacturer's Recommendations and Manufacturer's Warranty Requirements
4.2	Inverter Air Filters and Transformer heat sinks	Inspect inverter air-filters and heat sinks, and clean or replace air filters if necessary.	Per Manufacturers Recommendations
4.3	Transformers	Inspect and clean all transformers per manufacturer recommendations, including but not limited to oil level measurement and clearing heat sink of debris.	1 X per year
4.4	AC Disconnect (if applicable)	Inspection of latches and seals on enclosure, verify proper operation of disconnect, visually inspect terminations and confirm and correct terminal torque settings. Check for signs of arcing.	1 X per year
<b>5. DAS/SCADA Inspections</b>			
5.1	General DAS Inspection	Perform monitoring system maintenance per manufacture's specifications; verify orientation and attachment of pyranometers and module temperature sensors and MET station, and verify back up power supply functionality.	1 X per year

Item #	Service	Service Description	Frequency
5.3	Data/Instrument Accuracy and Communications Verification	Test MET station sensors (GHI and POA pyranometers, ambient temperature, back-of-module, anemometer, Revenue Grade Meter (including current transducers), and inverter direct	1 X per year
<b>6. Testing</b>			
6.1	String Testing	100% VOC /IMP Testing	1 X per year
6.2	Thermal Image Modules	Thermal imaging of all modules on strings that show irregularities.	Not Included
6.3	Thermal Imaging	Thermal imaging of all: overcurrent protection devices (OCPD) and bolted electrical connections including terminations (combiner and all disconnects), inverters and transformers	Not Included

Within five (5) business days after completing the foregoing services, Contractor shall notify Owner of the work performed by providing a copy of Contractor’s standard service call report.

**2. Priority of Service Cases**

**High Priority:** 250kw or greater loss of power or loss communication causing the status of at least 250kw of the plant capacity to become unknown

**Medium Priority:** 50-249kw loss of power or loss communication causing the status of at least 50-249kw of the plant capacity to become unknown

**Low Priority:** <50 kW loss of power

**3. Reporting**

Following each annual service visit, Contractor will provide a report of all preventative maintenance activities and results as well as non-conformance items that need to be addressed. Photos of damage or non-conformance items will be provided.

Contractor shall provide Owner an Annual Report that includes Site information such as all maintenance, reactive service visits, and performance of each individual Site set forth in Exhibit A.

**4. Emergencies**

If Owner notifies Contractor of an event occurring at or impacting the Site or the System that poses actual, or imminent risk of serious personal injury or death or material physical damage to the Site or the Facility; which requires immediate preventative or remedial



action (an "Emergency"), Contractor shall take such action as may be reasonable and necessary. All labor, equipment, fees and costs for responding to and addressing such emergencies are not included in the Maintenance Scope of Services and shall be billed as Additional Services in accordance with the Fees for Additional Services set forth in Exhibit A.

## **5. Other Exclusions**

In addition to certain exclusions set forth above, the Maintenance Scope of Services specifically excludes the following:

- a. Additional monitoring equipment that may be required if site conditions change for reasons beyond Contractor's control. Specifically, interference from additions or repairs to the Site or the System after the initial testing is done to confirm that the data can be reliably transmitted with the specified monitoring equipment.
- b. Parts or equipment that are not required to be installed by Contractor and/or its Subcontractors.
- c. In the event a manufacturer is not able or willing to honor its product warranty to Owner, the Maintenance Scope of Services shall not include any material replacement costs of manufacturer's components, unless such manufacturer refuses to honor its product warranty as a direct result of Contractor's sole negligence or misconduct.
- d. Maintenance, repair, calibration and inspection of California Independent System Operator Remote Intelligent Gateways.
- e. Service visits required to reset equipment as a result of utility outages, either power or telecommunications, shall be considered Additional Services.

## Solar PV Operation and Maintenance Agreement

### Exhibit C

# Site Information Template Form

Project Name: \_\_\_\_\_ Prepared By: \_\_\_\_\_ Today's Date: 1/2/2019 Site original PTO Date: \_\_\_\_\_

#### System Performance

What DAS platform does the site currently report to?

Name and contact info of the DAS Administrator:  
 Name:   
 Email:   
 Phone:

Has DAS access for Borrego been requested?  
 Yes/No:

Are DAS Alerts currently configured and, if so, what Borrego email addresses are being notified?  
 Yes/No:

Can we set up our own specific alerts, yes/no?  
 Emails:

Has a PVsyst Model been provided? PVsyst Shade Model?  
 Yes/No:

If no PVsyst, please provide year 1 modeled production in 12 monthly increments

Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec

Is the DAS communicating via a Cellular or Building LAN connection?

If Cellular, who owns the cell account? (DAS Provider or System Owner?)

If system owner, name of provider and cellular number.

If LAN connection; name of IT contact.

Does the site have an actual or a virtual weather station

If virtual, please identify source.

Azimuth and tilt of the modules (if not provided on as-builts)

Azimuth and tilt of the pyronameter (if not provided on as-builts)

#### Logistical / Operational

Who is our on site point of contact? Please provide email and cell

Where should our electrician park on site?

Please provide details describing Array access and any difficulties accessing the array

Are there combination locks? If so, please provide access code

Are keys required for site access? If so, please list the location of the keys

Who is our primary/owner contact as it relates to O&M on this site?

Who is our primary/owner contact as it relates to system performance expectations?

Utility Recloser Number:

Utility Circuit Number:

Name of Utility and Contact info: