

## NAPA COUNTY AGREEMENT NO. 260015B

### AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AGREEMENT is made and entered into in Napa County, California, this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and Energy Endeavors doing business as Westcoast Solar Energy; whose address is 2975 Dutton Avenue, Suite A, Santa Rosa, CA 95407, hereinafter referred to as “Contractor.”

### RECITALS

- A. County needs the services of a licensed contractor in order to perform solar photovoltaic (PV) systems cleaning, inspection, and maintenance services.
- B. Contractor was selected to perform the work after a competitive process conducted pursuant to RFP. No. PM012501.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor agree as follows:

### AGREEMENT

#### ARTICLE I – SCOPE OF WORK

**1.1 Scope of Work.** Contractor shall perform the scope of work described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by County (if any), and Contractor’s proposal, quote, or bid.

**1.2 Schedule.** Contractor shall perform and complete the scope of work in accordance with the schedule set forth in Exhibit A. Contractor shall further perform the scope of work in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

**1.3 Warranty.** Contractor warrants to County that all materials and equipment furnished as part of the Scope of Work, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the Scope of Work, Exhibits and any attachments thereto, and free of defects in materials and workmanship. Contractor shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by County in conformance with the Scope of Work.

**1.4 Warranty Response Time.** Contractor shall take reasonable steps to commence performance of warranty (call-back) work in conformance with the Scope of Work unless

otherwise agreed by the parties. If Contractor fails to commence such steps within the agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence performance of such warranty work without further written notice to Contractor. If County takes such corrective action, Contractor shall be responsible for all reasonable costs incurred by County in performing the warranty work, including but not limited to the cost of County staff time and the amount paid to another contractor to perform the warranty work.

**1.5 Other Remedies.** This Article applies only to Contractor's obligation to correct warranty (call-back) work and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Contractor's other obligations under the Contract Documents or federal or state law.

## **ARTICLE II – DURATION OF AGREEMENT**

**2.1 Term of the Agreement.** The term of this Agreement shall begin on July 1, 2025. This Agreement shall expire on June 30, 2028, unless terminated earlier in accordance with this Article. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

**2.2 Termination for Convenience.** County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Contractor. The termination of the Agreement shall be effective 30 days after receipt of the notice by Contractor. After receipt of notice of termination of all or any portion of the Agreement, Contractor shall immediately discontinue the work (unless the notice directs otherwise) and complete any additional work necessary for the orderly cessation of labor, filing of any documents, and demobilization from the jobsite. County shall pay Contractor for the scope of work satisfactorily performed before the effective date of termination, and reasonable costs incurred by Contractor in securing the jobsite and demobilizing. Contractor shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

**2.3 Termination for Cause.** County may terminate this Agreement for default if Contractor fails to satisfactorily perform any material obligation required by this Agreement. Default includes Contractor's failure to timely perform the scope of work in accordance with the schedule. If Contractor fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

**2.3.1 Absence of Default.** If after County gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.2.

**2.4 Director's Authority.** The Director of Public Works or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

### ARTICLE III – COMPENSATION

**3.1 Amount of Compensation.** County shall pay Contractor for satisfactory performance of the scope of work, as follows:

**3.1.1 Rates.** County shall pay Contractor at the rates set forth in Exhibit B.

**3.1.2 Expenses.** Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall be as set forth below; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon work actually performed and reimbursable expenses actually incurred.

Fiscal Year	Preliminary Assessment	Routine	Non-Routine/ Emergency	Annual Total
FY25/26	\$31,400	\$56,700	\$10,000	\$98,100
FY26/27		\$56,700	\$10,000	\$66,700
FY27/28		\$56,700	\$10,000	\$66,700
FY28/29		\$69,200	\$10,000	\$79,200
FY29/30		\$69,200	\$10,000	\$79,200

**3.2 Payment Process.** Contractor may submit one invoice per calendar month, in arrears for work performed, to the Public Works Administrative Manager who will review the invoice to confirm its contents match the work performed during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor for payment no later than 15 days following receipt of the invoice.

**3.2.1 Content of Invoices.** Invoices shall be in a form acceptable to the Napa County Auditor and include Contractor's name, address, Social Security or Taxpayer

Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the work, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Contractor presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Contractor to be paid the equivalent percentage of the fixed price.

**3.2.2 Expenses.** If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Contractor, nor is Contractor obligated to perform further work, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

**3.4 Retention.** [RESERVED]

**3.5 Price Adjustments.** After the first contract year, County may increase the unit prices or hourly rates for non-routine and emergency services and related costs as listed in Exhibit “B” upon approval of Contractor’s written request and justification as set forth in this paragraph. This paragraph does not apply to preliminary assessment or routine services. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. Contractor’s request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting Contractor, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. Contractor must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. County may only approve Contractor’s request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amount in paragraph 3.1.3. This paragraph does not apply where compensation is based on fixed prices or lump sums.

## ARTICLE IV – BONDS AND INSURANCE

**4.1 Insurance.** Prior to commencing the scope of work, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

**4.2 Inclusion in Subcontracts.** Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

## ARTICLE V – INDEMNIFICATION

**5.1 Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in performing work under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County or its officers, agents, employees, volunteers, or representatives. Each party shall promptly notify the other party in writing of any third-party claims related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

**5.2 Effect of Insurance.** The provisions of this Article are not limited by the requirements of Article IV related to insurance.

**5.3 Enforcement Costs.** Contractor shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

**5.4 Survival.** This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

## ARTICLE VI – MANDATORY COUNTY PROVISIONS

**6.1 Compliance with County Policies.** Contractor shall comply, and require its employees and subcontractors to comply, with the following policies, copies of which are available on County's website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

**6.1.1** Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

**6.1.2** Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

**6.1.3** Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

**6.1.4** “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

**6.1.5** Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

**6.2 Inducement of County Employees.** Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of the work under this Agreement that would interfere with compliance or induce violation of these policies by County employees or contractors.

## **ARTICLE VII – COMPLIANCE WITH LAWS**

**7.1 Compliance with Controlling Law.** Contractor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Contractor shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**7.2 Conflict of Interest.** Contractor acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of work under this Agreement. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Contractor is a material breach of this Agreement which may result in termination of the Agreement for cause.

**7.3 Taxes.** Contractor shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Contractor shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Contractor shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Contractor fails to pay or

withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Contractor shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

**7.4 Prevailing Wage Requirements.** The scope of work includes “public works” as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to those set forth in Exhibit D.

**7.5 Clayton and Cartwright Acts.** Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

## **ARTICLE VIII – DISPUTE RESOLUTION**

**8.1 Contractor Claims.** If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by County, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor’s claim arises solely from maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

**8.2 Mandatory Non-binding Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

**8.3 Mediation Costs.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**8.4 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days,



unless a longer period is mutually agreed to in writing by Contractor and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

**8.5 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

**8.6 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

## ARTICLE IX – GENERAL PROVISIONS

**9.1 Access to Records/Retention.** Contractor shall provide County with access to Contractor's records which are reasonably necessary for County to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Contractor's place of business where the records are kept. Contractor shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

**9.2 Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

### COUNTY

Napa County Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559

### CONTRACTOR

Energy Endeavors, dba Westcoast Solar Energy  
2975 Dutton Avenue, Ste A  
Santa Rosa, CA 95407



**9.3 Independent Contractors.** Contractor and its subcontractors, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Contractor concerning the details of performing the scope of work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of County concerning the end results of the performance.

**9.4 Contract Interpretation.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the work to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFP issued by County.
- 9.4.4 Contractor's proposal.

**9.5 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

**9.6 Third Party Beneficiaries.** Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Contractor shall have the right to enforce any of the provisions of this Agreement.

**9.7 Force Majeure.** In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other

illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party is entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

**9.8 Confidentiality.** All work performed by Contractor and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of County. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of work, unless the records or information: (1) were publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by County; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by County.

**9.9 Insolvency.** Contractor shall notify County if Contractor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

**9.10 Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred before or during mediation.

**9.11 Venue.** This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

**9.12 Exhibits Incorporated.** All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

**9.15 Severability.** Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Contractor to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

**9.17 No Waivers.** Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**9.18 No Assignments.** Contractor may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

**9.19 Successors in Interest.** All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another

entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

**9.20 Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

**9.21 Counterparts.** This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

**IN WITNESS WHEREOF**, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

ENERGY ENDEAVORS, DBA WESTCOAST SOLAR  
ENERGY

By


  
NATE GULBRANSEN, President

By

  
MICHELLE L CLARK, Controller

NAPA COUNTY, a political subdivision of  
the State of California

By

  
ANNE COTTRELL, Chair of the Board of  
Supervisors

<b>APPROVED AS TO FORM</b> Office of County Counsel  By: <u>Jason M. Dooley</u> Chief Deputy County Counsel  Date: <u>April 28, 2025</u>	<b>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</b>  Date: _____ Processed By: _____  _____ Deputy Clerk of the Board	<b>ATTEST: NEHA HOSKINS</b> Clerk of the Board of Supervisors  By: _____
--	---	---

**EXHIBIT A  
SCOPE OF WORK**

**I. Description of Work**

Contractor shall provide County with the following services:

One-time preliminary assessment prior to maintenance and both routine and non-routine/emergency cleaning, inspection, and maintenance services, including testing, of County owned Solar Photovoltaic (PV) Power Systems at the following locations. All locations are in Napa, California.

<b>SERVICE LOCATIONS</b>	<b>Capacity, kW AC</b>	<b>Commercial Operation Date</b>	<b>Manufacturer</b>	<b>System Type</b>
Napa County Airport Hangars 2030 Airport Road	32.4	2014	PowerOne	Roof
Napa County Airport Building 2000 Airport Road	74.88	2013	PowerOne/ABB	Roof
Greenwood Ranch Fire Station #27 1555 Airport Boulevard	17.28	2013	PowerOne	Roof
Napa County Sheriff's Office 1535 Airport Boulevard	289.92	2014	Xantrex & PowerOne	Carport
South Napa Shelter 100 Hartle Court	44.16	2013	PowerOne	Roof
Animal Shelter 942 Hartle Court	63.36	2013	PowerOne	Roof
Napa County Library Main Branch 580 Coombs Street	52.56	2014	PowerOne/ABB	Roof
5th Street Parking Garage 1100 5th Street	64.8	2008	Xantrex	Carport
Juvenile Justice Center 212 Walnut Street	83	2003	Xantrex	Roof
Yountville Corp Yard 7292 Silverado Trail	12	2013	PowerOne/ABB	Roof

During the term of the agreement, County may request changes in service frequency, additional routine sites, or removal of routine sites if services are no longer required.

Contractor shall furnish all labor, tools, equipment, materials, and supervision necessary to perform the scope of work.

Contractor shall perform all work according to best practices and standards of the trade and in strict compliance with all Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work.

If during the course of providing services the Contractor identifies system or equipment deficiencies, the Contractor shall notify County of the deficiency and/or recommended/needed repairs.

### **PRELIMINARY ASSESSMENT PRIOR TO MAINTENANCE**

#### **Preliminary Condition and Monitoring Assessment:**

- Notify County if the manufacturers of modules, panels, and inverters are still in business and are producing replacement parts, and where to obtain parts if the manufacturers are no longer in business.
- Visit each PV site and assess condition of PV System.

#### **Draft Condition Assessment Report:**

Prepare a draft report for each of the PV Systems that summarizes the findings of the work addressed in the above tasks and includes the information bulleted below. Provide draft report to Napa County Property Management Division for review.

- Table of Contents
- Site Description
- Name of site
- Date of site visit
- Names of personnel present who conducted the site visit and initial assessment
- A detailed description of the assessment process and methodology
- Photos of inverters, inverter nameplate, bottom of panel, top of panel, meter, PV System conduit transitions, displays related to the PV System, transformer, panel, switchgear, and all other appurtenances associated with PV System
- Initial written assessment that details the condition of the PV System with regards to the presence of corrosion, water damage, wire connection quality, labeling, compliance with NEC 70E, overall maintenance and cleanliness assessment, panel mounting state, panel locking mechanism state, panel/combiner box state, rodents or bugs, sun damage and visual inspection of quality of display
- Table including readings taken from inverter displays and meter displays
- Summary of findings for each site. Table including findings and action items based off of system assessment and recommended repairs
- Detailed description of work performed
- Details of any deviations and/or data gaps identified during preparation of this condition assessment and their significance on the overall findings of the assessment

Deliverable	Due Date
Draft Condition Assessment Report	Within five (5) months of execution of the Agreement.

#### **Final Condition Assessment Report:**



- Following County approval and prior to County's acceptance of work under this Agreement, Contractor shall submit one electronic copy of the Final Conditions Assessment Report in PDF format to County. Attach all photos taken to the report.

Deliverable	Due Date
Final Condition Assessment Report	Within six (6) months of execution of the Agreement.

## **ANNUAL CLEANING**

- Module Cleaning – Once **annually** between March and May.
  - \* Cleaning shall comply with California Stormwater Quality Association's (CASQA) best management practices (BMP).
  - \* Clean in the early morning (see Hours and Frequency of Service section)
  - \* Do not clean in direct sunlight (see Hours and Frequency of Service section)
- Rooftop Solar array visual inspections during module cleaning

## **ANNUAL INSPECTION AND MAINTENANCE**

- Thermal images of all equipment, as well as PV arrays to look for damaged electrical components
  - Combiner Boxes
  - Central Inverters
  - String Inverters
  - DC & AC Disconnects
  - AC Combiner Panel
  - Transformers
  - Main Service Board
  - Weather Station (if applicable)
  - Data Acquisition System (if applicable)
  - Remove all plastic screens, etc. (Either cut off all sources of power first or wear flash suit)
  - Take photos of each inverter, including wire terminations and electrical components of the frame
- Inverter Inspection
  - Inverter filter cleaning
  - Inverter pad cleaning
- PV panel and installation inspection
  - Check for broken or damaged panels
  - Inspect all arrays for broken/damage modules
  - Look for missing or damaged clamps, racking components, conduits etc.
  - Inspect roofs for damage (before and after cleaning)

- Inspection of all electrical equipment for water ingress, rust, or structural damage
  - Combiner Boxes
  - Central Inverters
  - String Inverters
  - DC & AC Disconnects
  - AC Combiner Panel
  - Transformers
  - Main Service Board
  - Weather Station (if applicable)
  - Data Acquisition System (if applicable)
- Inspection and Voltage & Current testing
  - Voltage test of strings
  - Log inverter current and voltage
  - Measure solar insolation, if conditions allow
  - Open circuit voltage testing
  - Visual inspection of mechanical components
  - Mounting systems
- Visual inspections of AC & DC electrical components
  - Including conductors
  - Conduit
  - Connectors
  - Enclosures
  - Disconnects
  - Switch gear
- Routine monitoring system maintenance and data integrity check, as required
  - Routine system maintenance to include correction of loose electrical connections, ground connections
  - Inspect combiner boxes
  - Tighten connections
  - Site drainage inspection
  - Ground system testing
  - Sensor calibration and potential sensor replacement
  - Other minor maintenance

## **INSPECTION AND MAINTENANCE REPORT**

Inspection and Maintenance Report shall cover the following:

- Results from Mechanical Inspection of PV Installation, including
  - Broken/damage modules
  - Missing or damaged clamps, racking components, conduits etc.
  - Roof damage (before and after cleaning)
  - Photos of all damaged or missing components, roof damage, etc.
- Results from thermal inspection of inverters, combiner boxes, PV disconnects, and arrays, including
  - Thermal images of each section of the inverter
  - Photos of each inverter, including wire terminations and electrical components of the frame
- Report of all cleaning performed, including
  - Dry cleaning and/or replacement of inverter air filters
  - Cleaning of irradiance and temperature sensors on the weather station
  - Photos of array before cleaning
  - Photos of panel cleaners while they are working
  - Photos of arrays after they are clean

**Written Reports:** A written report shall be provided for each annual cleaning and each annual preventative maintenance service for each location. Reports are due to the Napa County Facilities Superintendent within forty-five (45) calendar days of service. The reports shall include requested information from Inspection and Maintenance Report and contain the following:

1. Table of Contents
2. System Testing Results
3. Visual Inspection Results
4. Recommended Maintenance and/or Maintenance Performed
5. Summary of findings for each site
6. Detailed description of work performed at each site
7. Inspection instrumentation requirements, including:
  - a. Table indicating manufacturer and model number of instrument used for PV System testing, individual performing test, and last date of instrument calibration
  - b. Calibration data sheets for instruments used during PV System testing
8. Daily production over past year

**Non-Routine and Emergency Services:** Contractor shall provide the County with authorized non-routine cleaning, inspection, and maintenance services for all solar PV systems as needed at times to bring systems to basic operational condition. Contractor shall provide services as requested by the

County's Director of Public Works or designee at the hourly rates provided in Exhibit B, plus parts, if applicable.

Emergency call back services shall be provided by the next business day.

**Hours and Frequency of Service:** All services will be performed between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, excluding holidays. Service hours may be adjusted to accommodate Contractor's recommended or preferred timing of various services. Adjustments must be mutually agreed upon between the County's Director of Public Works or designee and Contractor.

If any equipment malfunction occurs after a related routine or non-routine service, Contractor shall provide call back service during regular working hours of regular working days at **no additional** charge.

If County authorized call back services are required after a related routine or non-routine service, outside regular routine hours, the Contractor will absorb the worked hours at regular hourly rates and will be reimbursed by the County for the difference between the regular hourly rate and the overtime or double time hourly rates provided in Exhibit B.

Call back services shall be provided within twenty-four (24) hours of request.

**Minimum Licensing:** A California C-10 Electrical Contractors License and/or a C-46 Solar Contractor License is required. Registration with the California Department of Industrial Relations (DIR) is required.

Contractor must maintain all required licensing, registrations, permits, and certifications under both state and local jurisdictions that are necessary for the execution of work throughout the entirety of the contract.

**Subcontracting of Services:** The contractor's subcontractor(s) for this scope of work must have been identified at the time of the proposal. If the contractor wishes to use a subcontractor not specified in the proposal, prior written approval must be obtained. If a subcontract for work or services is performed, the subcontract must contain all required provisions of the prime contract. All invoicing must be through the primary contract. Direct invoicing from subcontractors cannot be accepted.

#### **COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.**

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

#### **COMPLIANCE WITH ADA AND REHABILITATION ACT OF 1973 SECTION 508.**

Ensure that any reports, and any deliverable to the County be delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Successful respondent shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the COUNTY's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

## EXHIBIT B COMPENSATION

### ONE-TIME PRELIMINARY ASSESSMENT FEES

Contractor shall provide a one-time preliminary assessment of the County's solar PV systems. Rates include all associated costs. No additional cost will be allowed.

LOCATION	TOTAL
Napa County Airport Hangers	\$2,900
Napa County Airport Building	\$2,900
Greenwood Ranch Fire Station	\$2,900
Napa County Sheriff's Office	\$5,300
Animal Shelter	\$2,900
Napa County Library Main Branch	\$2,900
Yountville Corp Yard	\$2,900
South Napa Shelter	\$2,900
5th Street Parking Garage	\$2,900
Juvenile Justice Center	\$2,900
<b>COMBINED ONE-TIME COST</b>	<b>\$31,400</b>

### ROUTINE SERVICES

Contractor shall provide annual routine cleanings and inspection & maintenance services for the County's solar PV systems. Rates include all equipment, labor, delivery, installation, consultation, vendor profit, shipping, freight, taxes, and all other associated costs. No additional cost will be allowed.

LOCATION/SERVICE	YEARS 1-3 7/1/2025-6/30/2028	YEARS 4-5 7/1/2028-6/30/2030
<b>Napa County Airport Hangers</b>		
Annual Cleaning	\$1,200	\$1,500
Annual Inspection & Maintenance	\$3,400	\$4,200
Total	\$4,600	\$5,700
<b>Napa County Airport Building</b>		
Annual Cleaning	\$2,000	\$2,400
Annual Inspection & Maintenance	\$3,400	\$4,200
Total	\$5,400	\$6,600
<b>Greenwood Ranch Fire Station #27</b>		
Annual Cleaning	\$500	\$600
Annual Inspection & Maintenance	\$3,400	\$4,200
Total	\$3,900	\$4,800

<b>Napa County Sheriff's Office</b>		
Annual Cleaning	\$5,400	\$6,500
Annual Inspection & Maintenance	\$8,200	\$9,600
Total	\$13,600	\$16,100
<b>Animal Shelter</b>		
Annual Cleaning	\$1,200	\$1,500
Annual Inspection & Maintenance	\$3,400	\$4,200
Total	\$4,600	\$5,700
<b>South Napa Shelter</b>		
Annual Cleaning	\$1,200	\$1,500
Annual Inspection & Maintenance	\$3,400	\$4,200
Total	\$4,600	\$5,700
<b>Napa County Library Main Branch</b>		
Annual Cleaning	\$1,000	\$1,200
Annual Inspection & Maintenance	\$3,400	\$4,200
Total	\$4,400	\$5,400
<b>5th Street Parking Garage</b>		
Annual Cleaning	\$2,300	\$2,800
Annual Inspection & Maintenance	\$3,400	\$4,200
Total	\$5,700	\$7,000
<b>Juvenile Justice Center</b>		
Annual Cleaning	\$2,600	\$3,200
Annual Inspection & Maintenance	\$3,400	\$4,200
Total	\$6,000	\$7,400
<b>Yountville Corp Yard</b>		
Annual Cleaning	\$500	\$600
Annual Inspection & Maintenance	\$3,400	\$4,200
Total	\$3,900	\$4,800
<b>COMBINED ANNUAL COST</b>	<b>\$56,700</b>	<b>\$69,200</b>

## NON-ROUTINE SERVICES

Hourly rates in the chart below are for authorized non-routine and emergency cleaning, inspection, maintenance, and other services required to bring solar PV systems to operational condition. See Section 3.5 of this agreement for information on price adjustments.



<b>Job Title/Classification</b>	<b>Regular Rate</b>	<b>Overtime Rate</b>	<b>Double Time Rate</b>
Cleaning	\$200.00	\$300.00	\$400.00
Service Technician	\$300.00	\$400.00	\$600.00
Admin Staff and Billing Support	\$150.00	\$200.00	\$250.00

Rates below are for authorized non-routine and emergency related charges typical to cleaning, inspection, maintenance, and other services required to bring solar PV systems to operational condition. See Section 3.5 of this agreement for information on price adjustments.

<b>Category/Item</b>	<b>Rate</b>
Mileage	n/a
Materials Markup	20%
Gradall Rental	\$2500.00/day
Boom Lift Rental	\$750.00/day

Payment of California Prevailing Wage is required. See Exhibit D.

## **EXHIBIT C INSURANCE REQUIREMENTS**

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with and a waiver of subrogation. Contractor shall provide County with certification of all such coverages upon request by County's Risk Manager.

**C.2 Liability Insurance.** Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

**C.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.2 Professional Liability/Errors and Omissions.** Not required.

**C.2.3 Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

**C.3 Certificates of Coverage.** All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Contractor with the County Department administering this Agreement prior to commencement of the Scope of Services.

**C.3.1 Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

**C.3.2 Multiple Insureds.** The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

**C.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

**C.3.4 Additional Requirements.** The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

**C.4 Copies of Policies.** Upon request by County's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

**C.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and

volunteers or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

## **EXHIBIT D**

### **CALIFORNIA PREVAILING WAGE REQUIREMENTS**

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is “public works” subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

**D.1 Payment of Prevailing Wages.** Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

**D.1.1** Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**D.1.2** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**D.2 Penalties for Violations.** Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

**D.3 Payroll Records.** Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

**D.3.1** If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

**D.3.2** County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

**D.4 Apprentices.** Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

**D.5 Working Hours.** Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of \$25 per worker per day pursuant to California Labor Code section 1813.

**D.6 Required Provisions for Subcontracts.** Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

**D.7 Labor Code Section 1861 Certification.** In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract.”

**D.8 Compliance Monitoring and Enforcement.** This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

**D.9 Registration Requirements.** Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

**D.9.1** By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

**D.9.2** County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County’s request.

**D.9.3** The registration requirement does not apply on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

**D.10 Stop Order.** Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.