

AGREEMENT FOR SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS (LCSD) POWER RESILIENCY PROJECT

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County”, and **West Coast Energy Systems**, hereinafter referred to as “Contractor”, collectively referred to as “parties”.

1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A/B at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibits A/B, the Agreement shall prevail.

2. **TERM**. This Agreement shall commence on **January 28, 2025**, and shall terminate on **June 28, 2027**, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION**. Contractor has been selected by County to provide the services described hereunder in Exhibit “B” (Scope of Services), attached hereto. Compensation to Contractor shall not exceed **Five-Hundred and Sixty-Thousand Dollars and Zero Cents. (\$560,000)**.

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit “B” (Compliance Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. **TERMINATION**. This Agreement may be terminated by mutual consent of the parties or by County upon 30-days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. **MODIFICATION**. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by Robin Borre, Administrator.

6. **NOTICES**. All notices between the parties shall be in writing addressed as follows:

AGREEMENT FOR SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS (LCSD) POWER RESILIENCY PROJECT

County of Lake
Special Districts
230 N. Main Street
Lakeport, CA 95453
Attn: Administrator

West Coast Energy Systems
S45 W29290 Highway 59
Waukesha, WI 53189
Attn: Nick Padilla

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

- Exhibit A – Scope of Services
- Exhibit B – General Contract Provisions and Appendix II to Part 200 Contract Provisions for Non-Federal Contracts

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

CONTRACTOR


CHAIR, Board of Supervisors

NICK PADILLA

If applicable
ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By:  _____

**AGREEMENT FOR SERVICES FOR LAKE COUNTY SPECIAL
DISTRICTS (LCSD) POWER RESILIENCY PROJECT
EXHIBIT "A" – SCOPE OF SERVICES**





CONTRACTS FOR GOVERNMENT, EDUCATION, AND NONPROFITS



PURCHASING MADE EASY

Generac Industrial and by extension all authorized industrial dealers of Generac Industrial are approved vendors for Sourcewell.

APPROVED SOURCEWELL VENDOR

Purchasing Generac products through Sourcewell significantly cuts down on the time and cost versus the public bidding process.

COMPLIANT

- Trusted process satisfies bid requirements
- 0 - Government agency that works like you
- Achievement of Excellence in Procurement recipient

COMPETITIVE

8 - Buying power of 50,000 participating agencies

CONVENIENT

- Hundreds of trusted brands under contract
- 8 - Full catalog of options for a complete solution
- Easy, no-cost registration to use

RESOURCES

www.generac.com/sourcewell

USE SOURCEWELL TO HELP SIMPLIFY THE BIDDING PROCESS

No matter whether you refer to it as cooperative buying or cooperative purchasing, Sourcewell satisfies the bid process. As member of Sourcewell, you can take advantage of bids on Generac parts and equipment purchases.

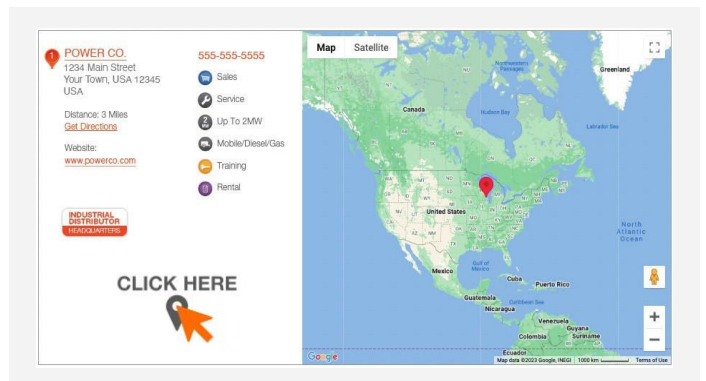
WHAT IS SOURCEWELL?

Sourcewell is a governmental unit committed to providing cooperative solutions for governmental, educational and nonprofit entities. Sourcewell offers a variety of coop programs and services for its members on a local, regional, state or province-wide and national scale in the United States and Canada.

Sourcewell establishes nationally-leveraged, competitively solicited purchasing contracts, under the guidance of the Uniform Municipal Contracting Law.

COOPERATIVE PURCHASING LOCALLY

If you're already a member of Sourcewell, reach out to your local dealer to discuss how you can leverage Sourcewell to satisfy the bid process on the purchase Generac equipment.





Date: 10/29/2024

To: "Lake County Special Districts (LCSD) Power Resiliency Project" Procurement

Attn: Christopher Becker

Reference: "Lake County Special Districts (LCSD) Power Resiliency Project" Procurement Rev #3

Energy Systems is pleased to offer the following proposal:

Scope of Supply:

Quantity 2 - Generac Industrial diesel engine-driven generator set with 4-cylinder 2.2L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 10-30kW Std. Footprint (Turbo)
- **30 kW Rating, wired for 120/240 VAC three phase, 60 Hz**
- Brushed (direct) Excitation
- cETLus
- EPA Certified
- **Standard Weather Protective Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
- Power Zone 410 Digital Control Panel for Single Generators
 - NFPA 110 Capable
 - Temp Range -40 to 70 degrees C
 - UL6200
 - C-ETL-US
 - CE
 - 128 X 64 Graphical Display with Heater
 - Auto/Manual/Off modes
 - Optional Emergency Stop, key switch (Auto/Off/Manual) and audible alarm horn within a single add on module
 - RS-485, RS-232 and CANbus ports
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overload, Overcrank, Over and Under Speed, Unit Not in Automatic
 - Optional Programmable I/O module
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop (optional), Auto-Off-Manual
 - 3 Phase RMS Voltage Sensing

- +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
 - Service reminders, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2 and 3-wire start controls for any 2 or 3-wire transfer switch
 - **Remote Emergency Stop Switch, Surface-Mount, shipped loose**
 - **MLCB, 80% rated thermal-magnetic**
 - **100 Amp**
 - Battery Charger, 10 Amp, NFPA 110 compliant, installed
 - 90 AH, 700 CCA Group 27F Battery, with rack, installed
 - Block Heater, 1500 Watt
 - 100DB Alarm Horn
 - 120V GFCI and 240V Outlet
 - Engine Run Relay
 - Fan and Belt Guards
 - Fuel Water Separator Filter
 - **130 Gallon Double-Wall UL142 Basetank**
 - **Mechanical fuel level indicator gauge**
 - **Electronic fuel level sender**
 - **Emergency Vent**
 - **12' Vent Extensions, 90% Fuel Alarm Panel, Fuel Drop Tube, Overfill Prevention Valve, Fill/Spill Return Hose, Fill/Spill Box. Vents shipped loose. Installed by others.**
 - **Basetank Overfill Prevention**
 - Powerzone 410 w/ NFPA Controls
 - Stainless Steel Fire Rated Fuel Hoses
 - 3 Owner's Manuals
 - Critical Muffler - Installed
 - Standard 2-Year Limited Warranty
 - SD0030JG222.2D18DDYY2 **\$38,457.39 each.**

Quantity 2 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- **150 Amp, 3 pole, 120/240 VAC three phase, 60 Hz, with 2-Wire Start Circuit**
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 22kA Any Breaker
- Withstand and Close-On Rating - 42kA Specific Breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- **NEMA 3R Enclosure**

- **Non Service Entrance Rated**
- Any Breaker (3 Cycle)
- In Phase Only Transfer
- Standard two year basic warranty **\$4485.94 each.**

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **80 kW Rating, wired for 120/240 VAC three phase, 60 Hz** **60kw unit does not meet BAAQMD**
- Brushless Excitation
- UL2200
- EPA Certified
- SCAQMD
- **Level 2 Acoustic Enclosure, Steel. Generac rates its enclosures 0(WP),1 and 2 sound levels.**
 - Industrial Grey Baked-On Powder Coat Finish
- **24" 285 Gallon Double-Wall UL142 Basetank**
 - **Extended tank with external fill/vents**
 - **Mechanical fuel level indicator gauge**
 - **Electronic fuel level sender**
 - **Emergency Vents**
 - **12' Vent Extensions, High Fuel Level Alarm Panel, Fuel Drop Tube, Overfill Prevention Valve, Return Hose, Spill/Fill. Vents shipped loose. Installed by others.**
- Power Zone 410 Digital Control Panel for Single Generators
 - NFPA 110 Capable
 - Temp Range -40 to 70 degrees C
 - UL6200
 - C-ETL-US
 - CE
 - 128 X 64 Graphical Display with Heater
 - Auto/Manual/Off modes
 - Optional Emergency Stop, key switch (Auto/Off/Manual) and audible alarm horn within a single add on module
 - RS-485, RS-232 and CANbus ports
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overload, Overcrank, Over and Under Speed, Unit Not in Automatic
 - Optional Programmable I/O module
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop (optional), Auto-Off-Manual
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
 - Service reminders, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2 and 3-wire start controls for any 2 or 3-wire transfer switch
- **Standard MLCB, 80% rated thermal-magnetic**
 - **300 Amp**
- **Remote Emergency Stop Switch, Surface-Mount, shipped loose**
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed

- Air Filter Restriction Indicator
- Coolant Heater, 1500W, 120VAC
- Engine Run Relay, 10A
- 120v GFCI and 240V Outlet
- I/O Expansion Module
- Fire Rated Stainless Steel Fuel Supply Hoses
- 3 Owner's Manuals
- Standard 2-Year Limited Warranty
- SD0080JG174.5D18DBLY3 **\$44,184.20**

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- **150 Amp, 3 pole, 120/240 VAC three phase, 60 Hz, with 2-Wire Start Circuit**
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 22kA Any Breaker
- Withstand and Close-On Rating - 42kA Specific Breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- **NEMA 3R Enclosure**
- **Non Service Entrance Rated**
- Any Breaker (3 Cycle)
- In Phase Only Transfer
- Standard two year basic warranty **\$2243.56**

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **130 kW Rating, wired for 277/480 VAC Three Phase, 60 Hz**
- Brushless Excitation
- UL2200
- EPA Certified
- SCAQMD
- **Standard Weather Protective Enclosure, Steel**
 - Baked-On Powder Coat Finish
- **36" 460 Gallon Double-Wall UL142 Extended Basetank with External Fill & Vents**
 - **Mechanical fuel level indicator gauge**
 - **Electronic fuel level sender**
 - **12' Vent Extensions, High Fuel Level Alarm Panel, Overfill Prevention Valve, Return Hose, Spill/Fill. Vents shipped loose. Installed by others.**
- **Fire Rated Stainless Steel Fuel Supply Hoses**

- Power Zone 410 Digital Control Panel for Single Generators
 - NFPA 110 Capable
 - Temp Range -40 to 70 degrees C
 - UL6200
 - C-ETL-US
 - CE
 - 128 X 64 Graphical Display with Heater
 - Auto/Manual/Off modes
 - Optional Emergency Stop, key switch (Auto/Off/Manual) and audible alarm horn within a single add on module
 - RS-485, RS-232 and CANbus ports
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overload, Overcrank, Over and Under Speed, Unit Not in Automatic
 - Optional Programmable I/O module
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop (optional), Auto-Off-Manual
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
 - Service reminders, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2 and 3-wire start controls for any 2 or 3-wire transfer switch
- **Primary MLCB, 80% rated thermal-magnetic**
 - **225 amp**
- **Remote Emergency Stop Switch, Surface-Mount, shipped loose**
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Air Filter Restriction Indicator
- Engine Coolant Heater, 1500W
- Engine Run Relay, 10A
- 120V GFCI and 240V Outlet
- I/O Expansion Module
- 3 Owner's Manuals
- Standard 2-Year Limited Warranty
- SD0130KG176.7D18DBYY3 **\$64,251.19**

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- **200 Amp, 3 pole, 277/480 VAC three phase**, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals

- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 22kA Any Breaker
- Withstand and Close-On Rating - 42kA Specific Breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- **NEMA 3R Enclosure**
- **Non Service Entrance Rated**
- Any Breaker (3 Cycle)
- In Phase Only Transfer
- Standard two year basic warranty **\$2516.62**

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **150 kW Rating, wired for 277/480 VAC Three Phase, 60 Hz**
- Permanent Magnet Excitation
- UL2200
- EPA Certified
- SCAQMD
- **Standard Weather Protective Enclosure, Steel**
 - Baked-On Powder Coat Finish
- **36" 705 Gallon Double-Wall UL142 Extended Basetank with External Fill & Vents**
 - **Mechanical fuel level indicator gauge**
 - **Electronic fuel level sender**
 - **12' Vent Extensions, High Fuel Level Alarm Panel, Overfill Prevention Valve, Return Hose, Spill/Fill. Vents shipped loose. Installed by others.**
- Fire Rated Stainless Steel Fuel Supply Hoses
- DSE G8601 Digital Genset Controller
 - Meets NFPA 99 and 110 requirements
 - Temp Range -30 to +50 deg C
 - UL6200
 - CE
 - High-Resolution 240 X 128 Pixel Display
 - Integral LCD Display Heater
 - IP65 (front)
 - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Advanced PLC Functionality
 - 2 RS485 Ports, 2 USB Ports, 1 Ethernet Port, and 1 CANbus Port
 - Engine Sensors: Oil Pressure, Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage and Charge Current, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp, Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor

- Digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection (I2T Function)
 - Configurable Timers
 - Integrated SNMP
 - DSENet (Expansion Support)
 - 2 and 3-wire start controls for any industrial grade transfer switch
- DSE G8601 Digital Genset Controller
 - Meets NFPA 99 and 110 requirements
 - Temp Range -30 to +50 deg C
 - UL6200
 - CE
 - High-Resolution 240 X 128 Pixel Display
 - Integral LCD Display Heater
 - IP65 (front)
 - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Advanced PLC Functionality
 - 2 RS485 Ports, 2 USB Ports, 1 Ethernet Port, and 1 CANbus Port
 - Engine Sensors: Oil Pressure, Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage and Charge Current, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp, Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - Digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection (I2T Function)
 - Configurable Timers
 - Integrated SNMP
 - DSENet (Expansion Support)
 - 2 and 3-wire start controls for any industrial grade transfer switch
- **Remote Emergency Stop Switch, Surface-Mount, shipped loose**
- **Primary MLCB, 80% rated thermal-magnetic**
 - **250 amp**
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Batteries, dual-paralleled, with rack, installed
- Air Filter Restriction Indicator
- Engine Coolant Heater, 1500W
- Engine Run Relay, 10A
- 120V GFCI and 240V Outlet
- 3 Owner's Manuals
- Standard 2-Year Limited Warranty
- SD0150KG176.7D18CPYY3 **\$65,072.80**

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- **300 Amp, 3 pole, 277/480 VAC three phase**, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 35kA Any Breaker
- Withstand and Close-On Rating - 65kA Specific Breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- **NEMA 3R Enclosure**
- **Non Service Entrance Rated**
- Any Breaker (3 Cycle)
- In Phase Only Transfer
- Standard two year basic warranty **\$3231.13**

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **80 kW Rating, wired for 120/240 VAC three phase**, 60 Hz **60kw unit does not meet BAAQMD**
- Brushless Excitation
- UL2200
- EPA Certified
- SCAQMD
- **Standard Weather Protective Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
- **24" 285 Gallon Double-Wall UL142 Basetank**
 - **Extended tank with external fill/vents**
 - **Mechanical fuel level indicator gauge**
 - **Electronic fuel level sender**
 - **Emergency Vents**
 - **12' Vent Extensions, High Fuel Level Alarm Panel, Fuel Drop Tube, Overfill Prevention Valve, Return Hose, Spill/Fill. Vents shipped loose. Installed by others.**
- Power Zone 410 Digital Control Panel for Single Generators
 - NFPA 110 Capable
 - Temp Range -40 to 70 degrees C
 - UL6200
 - C-ETL-US
 - CE
 - 128 X 64 Graphical Display with Heater
 - Auto/Manual/Off modes
 - Optional Emergency Stop, key switch (Auto/Off/Manual) and audible alarm horn within a single add on module
 - RS-485, RS-232 and CANbus ports

- Sensors: Oil Pressure, optional Oil Temp, Coolant Temp, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
- Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overload, Overcrank, Over and Under Speed, Unit Not in Automatic
- Optional Programmable I/O module
- Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop (optional), Auto-Off-Manual
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
- Service reminders, fault history (alarm log)
- I2T function for full generator protection
- Selectable low-speed exercise
- 2 and 3-wire start controls for any 2 or 3-wire transfer switch
- **Standard MLCB, 80% rated thermal-magnetic**
 - **300 Amp**
- **Remote Emergency Stop Switch, Surface-Mount, shipped loose**
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Air Filter Restriction Indicator
- Coolant Heater, 1500W, 120VAC
- Engine Run Relay, 10A
- 120v GFCI and 240V Outlet
- I/O Expansion Module
- Fire Rated Stainless Steel Fuel Supply Hoses
- 3 Owner's Manuals
- Standard 2-Year Limited Warranty
- SD0080JG174.5D18DBYY3 **\$45,459.09**

Quantity 1 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- **100 Amp, 3 pole, 120/240 VAC three phase**, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 22kA Any Breaker
- Withstand and Close-On Rating - 35kA Specific Breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black

- **NEMA 3R Enclosure**
- **Non Service Entrance Rated**
- Any Breaker (3 Cycle)
- In Phase Only Transfer
- Standard two year basic warranty **\$2087.53**

Quantity 5 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **80 kW Rating, wired for 120/240 VAC three phase, 60 Hz**
- Brushless Excitation
- UL2200
- EPA Certified
- SCAQMD
- **Level 2 Acoustic Enclosure, Steel**
 - **Industrial Grey Baked-On Powder Coat Finish**
- **36" 589 Gallon Double-Wall UL142 Basetank**
 - **Mechanical fuel level indicator gauge**
 - **Electronic fuel level sender**
 - **Emergency Vents**
 - **5 gallon spill basin and extended vents to be field installed by ES.**
- Power Zone 410 Digital Control Panel for Single Generators
 - NFPA 110 Capable
 - Temp Range -40 to 70 degrees C
 - UL6200
 - C-ETL-US
 - CE
 - 128 X 64 Graphical Display with Heater
 - Auto/Manual/Off modes
 - Optional Emergency Stop, key switch (Auto/Off/Manual) and audible alarm horn within a single add on module
 - RS-485, RS-232 and CANbus ports
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overload, Overcrank, Over and Under Speed, Unit Not in Automatic
 - Optional Programmable I/O module
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop (optional), Auto-Off-Manual
 - 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
 - Service reminders, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2 and 3-wire start controls for any 2 or 3-wire transfer switch
- **Standard MLCB, 80% rated thermal-magnetic**
 - **300 Amp**
- **Remote Emergency Stop Switch, Surface-Mount, shipped loose**
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Air Filter Restriction Indicator

- Coolant Heater, 1500W, 120VAC
- Engine Run Relay, 10A
- 120v GFCI and 240V Outlet
- Fire Rated Stainless Steel Fuel Supply Hoses
- 3 Owner's Manuals
- Standard 2-Year Limited Warranty
- SD0080JG174.5D18DBLY3 **\$46,119.81each**

Quantity 5 - TX Series Automatic Transfer Switch consisting of the following features and accessories:

- **200 Amp, 3 pole, 120/240 VAC three phase**, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup
 - Return to Utility
 - Engine Cooldown
 - Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 22kA Any Breaker
- Withstand and Close-On Rating - 42kA Specific Breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- **NEMA 3R Enclosure**
- **Non Service Entrance Rated**
- Any Breaker (3 Cycle)
- In Phase Only Transfer
- Standard two year basic warranty **\$2516.92each.**

Pricing:

Generator and ATS Pricing includes 8.75% sales tax.

Start Up & Training included.

Optional Adders:

- | | |
|--|-------------------|
| • On-site Tank Testing (at scheduled startup)..... | Included |
| • On-site Tank Testing (prior to startup - dedicated trips)..... | \$ 2,800 Per Unit |
| • Remote Annunciator | \$ 750 per unit |

Energy Systems offers air permitting and consulting services. If you or your customer requires an air permit for this project, Energy Systems can provide a quote for permitting services upon request.

Leadtimes:

Estimated lead time from factory, excluding transit: 12-40 weeks after release of order.

Manufacturer lead time to be confirmed upon approved release for production notification

Estimated Submittal Lead time: 5-7 business days.

Shipping:

Incoterms: ExWorks factory with freight allowed to the jobsite, on a truck, curbside.

Specifications

This quote is based on our understanding of your email request which are documented in our quotation. These specifications may or may not meet all jobsite requirements.

Initial Start & Test

Upon completion of installation by others, Start & Test will be performed by Energy Systems during normal business hours of 8:00a.m. to 4:00p.m. Monday through Friday. Fuel for testing and filling is not included. (Start & Test outside normal business hours will be invoiced as necessary).

1. One Start & Test service call to the jobsite is included. Additional trips due to jobsite conditions beyond our control will be invoiced as necessary.
2. Start & Test Load testing will be conducted using building load (load bank) for 2 hours.

Scope Clarifications:

- No equipment will be ordered without written release to proceed – price changes issued by the manufacturer after quotation validity and prior to release will be passed along to the customer.
- Pricing includes freight to site, offloading by others.
- If transfer switch needs to be shipped separately, additional freight charges will apply.
- Pricing for adders purchased separately from equipment will be assessed at time of purchase.
- Installation, fueling and termination of connections not included.
- The Energy Systems provided start-up checklist and supporting pictures must be received by Supplier two weeks prior to technician scheduling.
- All industrial products require a formal start up by a Generac factory certified technician.
- Pricing is based on work being completed during regular business hours.
- Load bank (if included) is resistive load unless otherwise noted.
- Training to be completed same day as start up. Additional charges will apply if a separate trip is required.
- Enclosure color is Generac Industrial grey.
- Not included unless otherwise noted: equipment offloading, installation, fuel, permits, signage, taxes, exhaust system backpressure test, exhaust emissions test, infrared scanning, NETA testing, harmonic testing, concrete pad, anchoring, fuel pipe, exhaust pipe, pipe insulation, Building communication integration, license fees.

Validity of the Quote

This quote is valid for 30 days following the quote date. This quote may be modified and/or rescinded by Energy Systems at its sole discretion unless and until accepted on or before the quote date.

Credit

Credit is subject to Energy Systems approval at its sole discretion. This quote in no way constitutes approval of credit.

Terms and Conditions:

Payment terms

10% deposit due at time of order, balance invoiced at shipment with NET 30 (1 ½% per month will be charged on past due accounts).

Partial shipments will be invoiced proportional to total quoted price, payable 30 days after shipment.

All purchase orders must be acknowledged in writing by Energy Systems to be deemed accepted.

Purchase orders which are issued with a hold for release date are subject to re-evaluation at the time of release.

Storage fees may be assessed if your job site is not able to accept delivery on the requested date.

Other Terms and Conditions:

1. Equipment cannot be held by Energy Systems or its suppliers without prior written agreement.
2. Any sale of goods or services, and any extension of credit, is governed by and subject to West Coast Energy Systems' Terms and Conditions of Sales and Service ("Terms") located at <https://energysystems.com/terms-and-conditions-of-sale-and-service/> which is incorporated by reference. The Terms are subject to change at any time and you are advised to frequently re-review the Terms. Unless pursuant to a written agreement mutually executed by both parties, the Terms shall be binding upon the parties, and any other terms, communications or documents are to be disregarded and hereby expressly rejected.

Sincerely,

Nick Padilla

West Coast Energy Systems

(209)-292-1385

Accepted By: _____

Customer P.O.: _____ Date: _____

AGREEMENT FOR SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS (LCSD) POWER RESILIENCY PROJECT

EXHIBIT “B” –

**GENERAL CONTRACT PROVISIONS AND APPENDIX II TO PART 200-
CONTRACT PROVISIONS FOR NON-FEDERAL CONTRACTS**

10. LEGAL, CONSTRUCTUAL, ADMINISTRATIVE REMEDIES FOR BREACH OF CONTRACTS The procedures, remedies and penalties applicable to a violation of this article and for recovery of costs related to enforcement are set forth herein.

10.1 Article X. – Purchasing

Sec. 13-13. – Procedures, Remedies and Administrative Penalties

Sec. 13-56-53.- Payment and Collection of Administrative Penalties

Sec. 2-44.- Debarment of Irresponsible Bidders

11. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

“Clean Air Act” The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to Lake County Special Districts and understands and agrees that Lake County Special Districts will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

4.2 “Federal Water Pollution Control Act” The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that Lake County Special Districts will, in turn, report each violation as required to assure notification to the California Office of Emergency Services, FEMA, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

12. DEBARMENT AND SUSPENSION “Suspension and Debarment” This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply

AGREEMENT FOR SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS (LCSD) POWER RESILIENCY PROJECT

with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Lake County Special Districts the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

13. BYRD ANTI-LOBBYING AMENDMENT “Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency

14. PROCUREMENT OF RECOVERED MATERIALS In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smn/comprehensive-procurement-guidelines-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATION EQUIPMENT OR SERVICES “Prohibition on Contracting for Covered Telecommunications Equipment or Services”

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

AGREEMENT FOR SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS (LCSD) POWER RESILIENCY PROJECT

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services

AGREEMENT FOR SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS (LCSD) POWER RESILIENCY PROJECT

used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d) (2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d) (1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

16. **DOMESTIC PREFERENCE FOR PROCUREMENTS** “Domestic Preference for Procurements” As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

17. **INFORMATION INTEGRITY AND SECURITY**. Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor’s work under this Agreement.
18. **NON-DISCRIMINATION**. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual

AGREEMENT FOR SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS (LCSD) POWER RESILIENCY PROJECT

orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

19. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
- Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
- Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.
- Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

20. INDEMNIFICATION AND HOLD HARMLESS

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party. Contractor's obligations under this Section shall survive the termination of the Agreement.

21. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

22. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

23. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within **15** days of the date of that notice (i.e. the time to cure) then such party

AGREEMENT FOR SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS (LCSD) POWER RESILIENCY PROJECT

shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

24. INSURANCE.

- Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.
- Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.
- Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.
- Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).
- Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.
- In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.
- For any claims related to the work performed under this Agreement, the Contractor's
- insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

AGREEMENT FOR SERVICES FOR LAKE COUNTY SPECIAL DISTRICTS (LCSD) POWER RESILIENCY PROJECT

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insurers and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

- Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

25. **ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.
26. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.
27. **PAYROLL TAXES AND DEDUCTIONS.** Contractors shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.
28. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result Agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees,