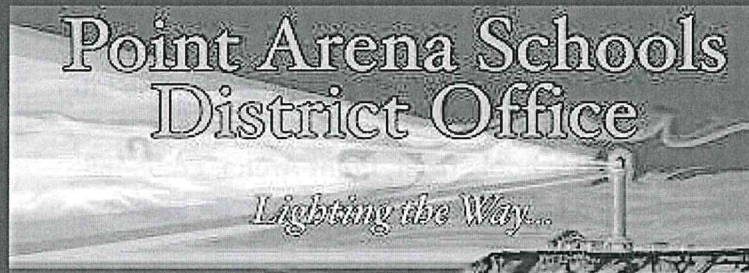


# Professional Services Agreement for Solar Generation Project Interconnect Application



Point Arena Union School District

Warren Galletti  
Superintendent  
(707) 882-2803  
wgalletti@mcn.org

3/6/2023

# Proposal

Professional Services Customer: Point Arena Union School District  
Date: 3/6/2023  
ATTN: Warren Galletti

## SitelogIQ Services Summary

SitelogIQ is pleased to submit this Professional Services Proposal to Point Arena Union School District (“Customer”). As a full-service Energy Service Company (ESCO), SitelogIQ does not normally sell stand-alone Professional Services, however, given that the Customer intends to implement an Energy Services Project (a.k.a., 4217 project) and timing is such that a utility interconnection application must be submitted immediately, SitelogIQ would like to help the Customer with the interconnection process. Should the Customer have SitelogIQ perform this work and subsequently enter into a 4217 project with SitelogIQ, the cost of these Professional Services will be rolled into the project and funded through the overall project savings.

**Facility Location(s):** The following facilities will be included in the Interconnection applications process

- **Arena Elementary School – 20 School Street, Point Arena, CA 95468**
- **Point Arena High School – 270 Lake Street, Point Arena, CA 95468**

**Scope of Work:**

SitelogIQ will develop and provide utility interconnection applications for solar generation projects at the above sites to help facilitate the grandfathering of Net Energy Metering (NEM) 2.0.

**Customer Responsibilities:**

In order for SitelogIQ to provide the services described in this proposal, the Customer agrees to provide (or cause its energy suppliers to provide) SitelogIQ with the data requested in Attachment A within 30 days.

**Service Fee:**

SitelogIQ will submit the interconnections applications for the firm, fixed fee/rate as listed below:

Fee/Rate of: **\$5,000** (2 Interconnection Application, any additional application will cost \$3,500 each)

*Fee assumes one interconnection submittal and one review with the utility. New NEM 3.0 interconnection guidelines (not currently published, expected February 2023) and available grid capacity may require additional submittals and interconnection Fees (not included in the Service Fee) per application. Any additional fees will be addressed through a Change Order per the terms and conditions of this agreement.*

In the event that the Customer enters into a contract with SitelogIQ for the implementation of the Customer's desired ECMs within 90 days after completing the interconnection applications, then SitelogIQ's cost to develop the Proposal will be waived. If the Customer enters into a contract with SitelogIQ at a later date, the service fee paid by the Customer will be credited toward the project's total implementation cost.

Acceptance of Letter of Agreement


This agreement is between the Point Arena Union School District and SitelogIQ, Inc.

Respectfully submitted by:

Accepted by:

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Eddie Jordan  
Vice President  
SitelogIQ



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Warren Galletti  
Superintendent  
Point Arena Union School District

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Date



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Date

# Standard Notes, Terms & Conditions

## **TERMS OF SERVICE - SitelogIQ GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions ("Terms") are incorporated into and are made a part of a work authorization, proposal, or contract (the "Contract") between SitelogIQ Inc and the customer identified in the Contract (the "Customer"). Each of SitelogIQ and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "Party" and collectively as the "Parties." SitelogIQ has agreed to provide the labor (the "Services") and Materials (defined below) (collectively, the "Work") at the location (the "Job Site") for the price (the "Price") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "Agreement".

1. **Performance of Services.** SitelogIQ will perform the Services in a good and workmanlike manner. SitelogIQ warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of SitelogIQ with no charge for the labor.
2. **Disclaimer of All Warranties.** SitelogIQ does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that SitelogIQ will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, SitelogIQ specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from SitelogIQ as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.
3. **Limitation on Liability.** In no event shall SitelogIQ be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to SitelogIQ under the Contract for the Services, unless it is finally determined that SitelogIQ was grossly negligent or acted willfully or fraudulently. In no event shall SitelogIQ be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if SitelogIQ has been apprised of the possibility thereof. SitelogIQ will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.
4. **Insurance.** Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. SitelogIQ will maintain comparable insurance.
5. **Change Orders.** The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, SitelogIQ may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. SitelogIQ shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of SitelogIQ to request or require such a change order shall not limit SitelogIQ's right to receive payment for additional or different Work performed at Customer's request.
6. **Payment Terms; Penalties for Late Payment.** Invoices are due and payable to SitelogIQ within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one-half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.
7. **Work Stoppage.** SitelogIQ shall have the right to cease performing the Services if any payment is not made to SitelogIQ when due. If SitelogIQ performance is stopped for a period of thirty (30) days or more for any reason other than SitelogIQ's breach of the Agreement, SitelogIQ may, at its option, upon five (5) days written notice to Customer, demand and receive payment for: (i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including SitelogIQ's normal overhead plus its profit margin. Thereafter, SitelogIQ shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.
8. **Remedies in Event of Default by Customer.** If Customer defaults in any of its obligations under the Contract, SitelogIQ shall have the right to recover, as damages, at SitelogIQ's option, either the reasonable value of Work performed by SitelogIQ or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by SitelogIQ is expressly agreed to be and remain in SitelogIQ until Customer pays SitelogIQ in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, SitelogIQ shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by SitelogIQ without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for SitelogIQ arising therefrom.

9. *Environmental Conditions.* The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance SitologIQ brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to SitologIQ that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to SitologIQ in advance of the performance of the Work. In the event SitologIQ encounters on the Job Site any Hazardous Substance in the course of performing the Work, SitologIQ may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and SitologIQ shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to SitologIQ's sole satisfaction. SitologIQ will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of SitologIQ, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, SitologIQ may terminate the Contract and SitologIQ shall be entitled to those damages set forth in Section 7 hereof. SitologIQ shall not be required to perform any work relating to Hazardous Substances unless SitologIQ consents to do such work and SitologIQ is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to SitologIQ), indemnify, and hold harmless SitologIQ and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. *Indemnification and Waiver.* Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to SitologIQ), indemnify, and hold harmless SitologIQ and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs)(the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. *Arbitration of Disputes.* In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third-party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third-party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. *Miscellaneous.* The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given:

(a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.

13. *Independent Contractor.* Contractor is acting hereunder as an independent contractor and not as an agent or employee of the Customer. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Customer.

14. *Termination.* Either Party may terminate this Contract for any reason by giving thirty (30) days prior written notice. Work or services completed up to the termination date will be billable. Any fees paid in advance of work completion will be refunded. Any access granted to SitologIQ systems, databases, or files will be suspended.

**Attachment A:**

#	Must Have	Nice to Have
<b>Utility Information</b>		
1	Electric, Gas, Water, Oil, Other: Utility supplier and contact	all data in excel format; 3 to 5 years. District Access through Utility API.
2	Summary of monthly usage and cost (1 year minimum, 3 years preferred)	Utility Rate structures
3	Copies of actual Utility bills for one year	Kilo Watt (kW) and Kilo Volt Amp (kVA) Data: Monthly Peaks & 15-minute interval
4	What are the interconnection or other major electrical codes that we need to be aware of, e.g., for islanding from the utility, for connecting to a substation, etc.	Utility Meters: main & sub-meters- layout drawing, locations, areas they feed
5	What is the power rating of equipment (Volts, Amps, Hz)?	
<b>Facility Information</b>		
1	Age, Total building area (sq. feet.), Conditioned Area, window area, number of rooms, common facilities	Roof type & age, window type & age, any window films, etc?
2	Operation schedule, monthly occupancy data	
3	Complete set of building plans (original & as-builts); at a minimum, overall architectural plan, main mechanical schedule, electrical single-line diagram;	Please scan & pdf all the building as-built drawings.
4	Any problems regarding guest comfort (humidity, hot/cold areas, mold, etc.)	Equipment Maintenance logs & schedule (indicate recurring problems)
5	Any major renovation projects in the last 3 years? Or plans to renovate	Air balance report, Facility Assessment Plan