

**PHOTOVOLTAIC INSTALLATION AGREEMENT
FOR Project Name**

Between Bonneville Environmental Foundation and Contractor Company Name

PARTIES: Bonneville Environmental Foundation (BEF)
240 SW First Avenue
Portland, OR 97204
Phone (503) 248-1905

Contractor Company Name (Contractor)
Address
City, State, Zip
Phone

RECITALS:

The Contractor is engaged in an independent business, is licensed (if required) and qualified to do business in the State of [State where system will be installed] and will comply with all local, state and federal laws regarding taxes and licenses. The Contractor is engaged in the same business for other clients, and BEF is not the only customer of Contractor. BEF is an Oregon nonprofit corporation.

AGREEMENT:

The parties to this Contract agree as follows:

1. **Scope of Work.** The Contractor shall furnish all of the materials, perform all of the solar facility installation work, and provide all documentation as described in Exhibit A – Scope of Work.
2. **Time of Completion.** The work to be performed under this contract shall be commenced on or before [Start Date] and shall be completed on or before [end date].
3. **The Contract Price.** The BEF shall pay the Contractor for the materials and labor to be performed under this agreement in an amount not to exceed the sum of: (\$###) [dollar amount] dollars.
4. **Progress Payments.** Contractor shall invoice for, and BEF shall make, payments under this contract in accordance with the following schedule:
 - Eighty percent (80%) of the contract price, or (\$###) [dollar amount] dollars, within 30 days of completion of the installation of the solar system and data monitoring system.
 - Twenty (20) percent of the contract price, (\$###) [dollar amount] dollars within 30 days of fulfillment of remaining contract obligations, including dissemination of appropriate warranties, permits, and other appropriate documents, as described in Exhibit B – Project Documentation Checklist.

5. **General Provisions.** Any alterations or deviation to the above specifications, including but not limited to any such alteration or deviation involving additional materials and/or labor costs, will be executed only upon a written order for same, signed by BEF and the Contractor. If there is any charge for such alteration or deviation, the additional price must be mutually agreed in writing and added to the contract price of this contract.
6. **Payment Schedule.** The BEF shall pay invoices within (30) thirty days after receipt. All invoices must be submitted monthly no later than the third Tuesday of every month.
7. **Work Quality.** All work shall be completed in a quality manner and in compliance with all building and electrical codes, all other applicable laws, and all applicable utility requirements, including appropriate utility interconnection obligations.
8. **Project Approval.** The Contractor shall furnish to the BEF a plan including construction and equipment specifications for solar facilities, a description of the work to be done, and the materials/equipment to be used and/or installed (attached as Exhibit B). Contractor shall obtain BEF's written approval for such plans, drawings, specifications, materials, and equipment prior to the commencement of the work, and prior to any payment to the Contractor. All equipment and materials shall be provided with original manufacturers' warranties where and as applicable.
9. **Licensing.** To the extent required by the law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
10. **Subcontractors.** Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
11. **Release/Waivers.** Contractor shall furnish BEF appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
12. **Change orders.** All change orders shall be in writing and signed by both the Contractor and the BEF. Such change orders shall be incorporated in and become a part of the contract. Payment for all tasks (time and equipment) under this contract shall not exceed [dollar amount] dollars (\$###), except as otherwise indicated in a duly ordered and executed change order.
13. **Insurance.** Contractor warrants that it has and will maintain insurance coverage adequate for the work being performed, specifically including but not limited to the following: (1) Occurrence-based commercial general liability insurance (including contractual liability and products and completed operations coverage) with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000; and (2) Workers compensation insurance as required by law.
14. **Permits.** Contractor shall at its own expense obtain all permits necessary for the work to be performed.

15. **Site maintenance.** Contractor agrees to remove all debris and leave premises in clean condition, and to restore the landscaping to its original condition.
16. **Warranty of Work.** Contractor warrants all work for a period of (60) sixty months following completion.
17. **Theft Prevention.** All equipment installed on the exterior of the building including: modules, inverter, and/or AC/DC disconnects ***MUST BE INSTALLED WITH APPROPRIATE THEFT PREVENTION MEASURES TAKEN.*** These may include, but are not limited to: breakaway fasteners, tamper resistant fasteners and/or tack welding of fasteners.
18. **Contractor's Status.**
- The Contractor is an independent contractor and is not an employee of BEF.
 - The Contractor shall furnish all equipment, tools and supplies to accomplish the assigned work, except as agreed to in writing by both the BEF and the Contractor.
 - The Contractor maintains control over the manner in which the tasks are to be performed and the products made.
 - The BEF will withhold no payroll taxes, Social Security, or workers' compensation taxes for the Contractor. These items are solely the responsibility of the Contractor.
19. **Non-Disclosure.** "Confidential Information" means any information that derives actual or potential economic value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain economic value from its disclosure or use. Without limiting the generality of the foregoing, Confidential Information of BEF includes: any information that has been entrusted to BEF by third parties, which contractor knows or should know is confidential. The Contractor covenants that during and after the term of this Contract, the Contractor shall not disclose to anyone (except to the extent necessary for the Contractor to perform duties hereunder or as required by law) any confidential information concerning the business or affairs of the BEF which the Contractor may acquire in the course of or incident to his employment. This covenant shall survive the termination of this Contract.
20. **Conflict of Interest.** Contractor acknowledges that the BEF is a nonprofit organization whose primary goal is to acquire and apply Foundation revenues to renewable energy and watershed restoration projects. Contractor further acknowledges that it is important to the BEF that Contractor perform its Tasks without being subject to any conflicts of interest which might interfere with the accomplishment of the Tasks. Therefore, Contractor represents that it has no conflicts of interest that might interfere with its performance under this Contract. Contractor further represents that it will immediately inform the BEF of any conflicts which arise or may rise during the term of this Contract by written notice to the BEF. BEF and Contractor shall immediately address any such conflicts or potential conflicts as they may arise. If Contractor presently has any obligations or affiliations from which such a conflict might in the future arise, Contractor will provide written notice to this effect to BEF on or before execution of this contract.

21. **Termination of Contract.** The Contract will terminate when tasks are complete, allocated budget is expended, or upon fifteen (15) days' written notice by the Contractor or the BEF to the other party, whichever first occurs.

22. **Indemnification and Limitation of Liability.** Each Party will indemnify and defend the other Party and its directors, officers, employees, agents, representatives, and affiliates and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of the other Party, from any breach of this Agreement by the other Party, or from any finding, judgment or other determination or settlement whereby BEF is deemed or considered to be the employer of Contractor or of Contractor's Personnel.

23. **Arbitration.** Any disputes which may arise under this Agreement and which can not be resolved by the Parties through good faith negotiation will be, in order to ensure rapid and economical resolution, submitted to final and binding arbitration in Portland, Oregon before Arbitration Service of Portland, Inc. ("ASP") according to its rules, provided, however, that (i) any dispute where the amount in controversy is less than \$50,000 will be resolved before a single arbitrator, and (ii) the Parties remain free to agree in connection with any particular dispute that they may arrange for arbitration outside of ASP. Any arbitration award will be treated as Confidential Information.

24. **Notices.** Any notice shall be in writing and delivered in person or mailed, properly addressed and postage prepaid, to a party at the address first specified above and to the attention of the persons specified below. Notices are deemed to have been given upon personal delivery or, if mailed, at the expiration of the third (3rd) day after date of deposit in the U.S. mail.

25. **Force Majeure.** Notwithstanding anything contained in this Agreement to the contrary, neither Party will be deemed liable or to be in default for any delay or failure in performance under this Agreement deemed to result, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, or any like cause beyond its reasonable control unless such delay or failure in performance is expressly addressed elsewhere in this Agreement.

26. **Governing Law and Venue.** This Agreement will be interpreted and enforced according to the laws of the state of Oregon and any proceeding to compel arbitration or to enforce an arbitration award is to be brought against any of the Parties in Multnomah County Circuit Court of the State of Oregon and each of the Parties consents to the jurisdiction of such court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to such venue.

27. **Attorney Fees and Costs.** In the event that any Party initiates proceedings to compel arbitration or to enforce this Agreement or enjoin its breach, the prevailing Party or Parties will

be awarded its or their reasonable attorney fees and costs at arbitration, trial and on any appeal as set by the trier of fact, including any bankruptcy proceedings.

SIGNATURES:

The individuals signing below hereby represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

Bonneville Environmental Foundation

Contractor Company Name

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print/Type)

Name: _____
(Print/Type)

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID #: _____

BEF Contact Information:	Contractor Contact Information:
BEF PMG Staff	Contact Name
Title	Title
Bonneville Environmental Foundation	Contractor Company Name
240 SW 1st Avenue	Contractor Address
Portland OR 97204	Contractor City, State Zip
503.248.1905	Contractor Phone
email@b-e-f.org	Contractor Email

Exhibit A – Scope of Work

1. System Description

- a. Location
 - i. [School Name}
 - ii. [School Address]
 - iii. Owned by [School District, etc.]
- b. Size
 - i. [system size in kW]
- c. See Site Survey Diagrams
 - i. Figure A – Aerial image
 - ii. Figure B – Photo mock-up
 - iii. Figure C – Room diagram
 - iv. Figure D – Simple single line diagram
- d. Interconnection
 - i. Grid connected
 - ii. Net metering not required (PV output much smaller than building load)
 - iii. Production metered, meter and base - *provided by Contractor*
- e. Mounting system
 - i. Flush mount racking system
 - ii. [Racking Brand/Model]
 - iii. Orientation to match roof ~180 degrees
- f. Modules – *provided by Contractor*
 - i. [system size in kW] of PV panels to be mounted on [building, yard, etc]
 - ii. [other installation details]
 - iii. (##) Brand/Model of modules
- g. Inverter – *provided by Contractor*
 - i. (#) Brand/Model of inverter(s)
 - ii. Includes RS-485 Communications card
 - iii. Located in [exact location of inverter installation]
- h. Balance of Systems - *provided by Contractor*
 - i. Lockable AC and DC disconnects, located next to inverter
 - ii. Production meter base and meter
 - iii. DC wiring to junction box on roof
 - iv. System/Array grounding hardware
 - v. DC side lightning protection (AC side optional)
 - vi. All array mounting hardware/fasteners to make the PV system code compliant, operational and secure

- i. Balance of Systems - *provided by District*
 - i. DC wiring, conduit and fittings from DC J box on roof to DC disconnect
 - ii. AC wiring, conduit and fittings between disconnects and inverter
 - iii. AC wiring, conduit and fittings from inverter to electrical sub-panel
 - iv. Replacement/upgrade of existing electrical sub-panel
 - v. Cat-5 cable from Fat Spaniel gateway to network switch
 - vi. All electrical components, fittings, hardware and fasteners required to make system compliant with NEC and local authority having jurisdiction.

- j. Data monitoring - *provided by BEF*
 - i. Inverter-direct monitoring [Brand/Model]
 - ii. Weather station to monitor irradiance, cell temp and ambient temp [Brand/Model]

2. Services Requested from Contractor

- a. System Design - contractor must confirm (and re-submit if necessary) the following design documents prior to system installation
 - i. Site Diagram Documents
 - ii. Electrical SLD
 - iii. Electrical Calculations
 - iv. Detailed Scope of work for electricians from District
 - v. Detailed bill of materials for District

- b. Procure materials
 - i. Contractor will be responsible for procuring all system materials as outlined in the system description, unless otherwise indicated above that it will be supplied by BEF or a third party.

- c. PV System installation
 - i. Contractor will be responsible for installing a grid-tied photovoltaic installation at the host facility. The installation must be compliant with the 2008 NEC and/or local authority having jurisdiction. It is the installer's responsibility to ensure code compliance with the local authority. The installation shall be executed according to the system design documentation. The BEF Project Manager must approve any design changes made in the field.

- d. Rebates and interconnection
 - i. It will be the responsibility of the contractor to make sure the Net Metering and interconnections agreements documents are submitted prior to system installation
 - ii. It will be the responsibility of the contractor to make sure that all rebate applications are submitted – up front cash rebate or tax incentives (that can

be monetized) will go to BEF, production based annual payments or credits will go to the facility

- e. Electrical permit
 - i. It will be the responsibility of the District to obtain electrical permit, schedule inspections and pay associated fees

- f. Building permit
 - i. It is the responsibility of the contractor to determine if a building permit is required for the installation
 - ii. If necessary it will be the responsibility of the contractor to obtain building permit, schedule inspections and pay associated fees
 - iii. If necessary it will be the responsibility of the contractor to conduct mechanical/structural calculations needed to obtain a building permit, including, but not limited to: dead load, snow load, wind loading, and racking attachment method.
 - iv. If stamped structural engineering calculations are required, BEF may contract for these services separately, but it is the responsibility of the Contractor to provide all information required to the structural engineer

- g. Data Monitoring Installation
 - i. Contractor will install the monitoring system and weather station
 - ii. BEF will make arrangements with Facility IT staff for proper network connectivity of monitoring system, and will order equipment with proper network configuration
 - iii. It is the responsibility of the contractor to coordinate with the facility IT staff to ensure the final connection is working and data is being transmitted to monitoring company
 - iv. Run Cat-5 (or 6) wire from the nearest network switch on the local area network (LAN) to the inverter/gateway location

- h. System Documentation - Contractor must deliver all documentation to BEF and host facility as outlined in attached File: **Project Documentation Checklist.pdf** , upon project completion.

- i. System warranty – 5 year workmanship warranty

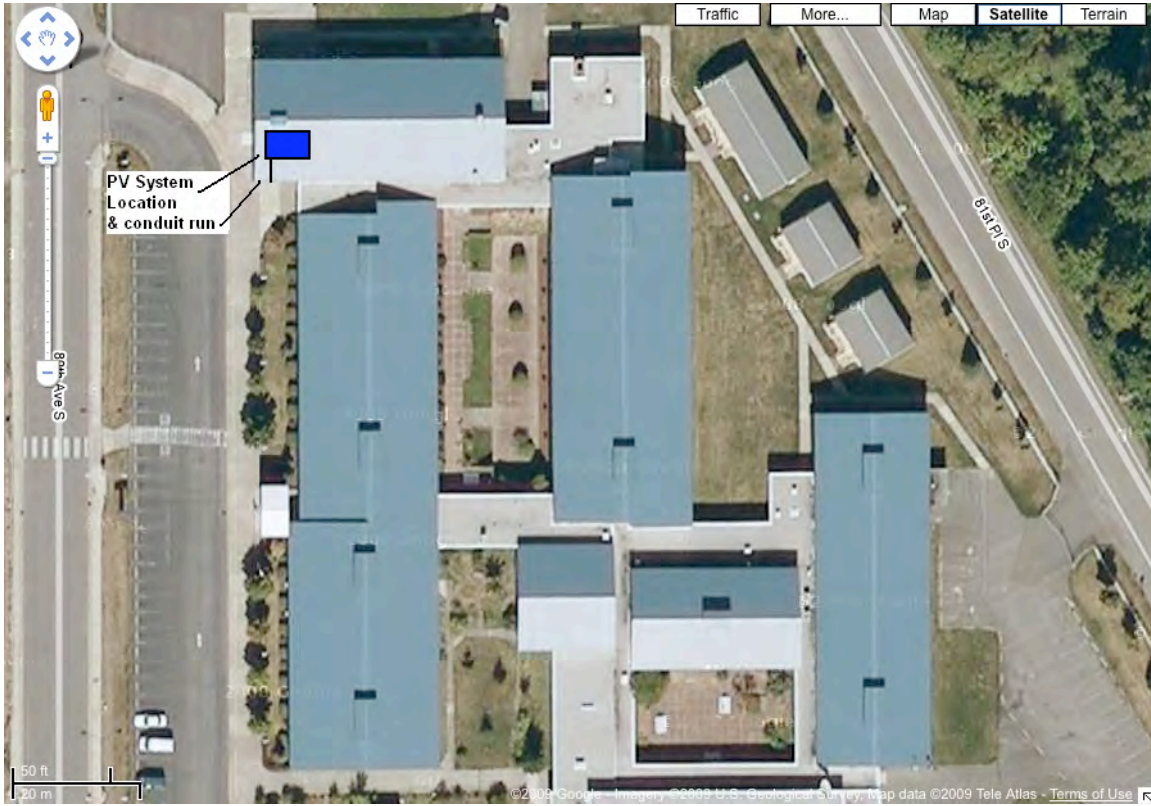
Exhibit B – Project Documentation Checklist

The contractor will provide the following documentation to BEF and the Host Facility, as outlined below, before final payment will be issued. Please return this checklist to BEF with the final documentation. Please check the boxes to indicate which documents have been included. If a document is not required for the project or does not apply in the installation location, please initial in the space provided.

Documentation to BEF and to Host Facility (Two Binders, one to each party)

Item	Initials:
<input type="checkbox"/> Photovoltaic System Commissioning Checklist	_____
<input type="checkbox"/> Lien Release Affidavit	_____
<input type="checkbox"/> Signed Warranty Letter from GC and all subs	_____
<input type="checkbox"/> Photos of completed system	_____
<input type="checkbox"/> Site Diagrams	_____
<input type="checkbox"/> Electrical Single Line Diagram	_____
<input type="checkbox"/> Electrical Calculations	_____
<input type="checkbox"/> Solar Module Warranty and Operators Manual	_____
<input type="checkbox"/> Solar Module(s) Serial Numbers	_____
<input type="checkbox"/> Inverter Manual	_____
<input type="checkbox"/> Inverter Warranty and Registration Card	_____
<input type="checkbox"/> Inverter Serial Number(s)	_____
<input type="checkbox"/> Deck Monitoring Gateway Documentation	_____
<input type="checkbox"/> Electrical Work Permit	_____
<input type="checkbox"/> Approved and signed electrical inspection	_____
<input type="checkbox"/> Building Permit (if necessary)	_____
<input type="checkbox"/> Sealed approval from licensed PE of all mounting or structural designs (if necessary)	_____
<input type="checkbox"/> Any and all other documentation necessary to meet state/local or utility requirements	_____
Including: _____	
<input type="checkbox"/> Photos of completed system	_____
Additional Documentation to Host Facility (In the Host Binder)	
<input type="checkbox"/> Net Metering Agreement	_____

Figure A - Aerial Image



PV array located on the south-facing roof of cafeteria/auditorium building

Figure B - Photo Mock-up

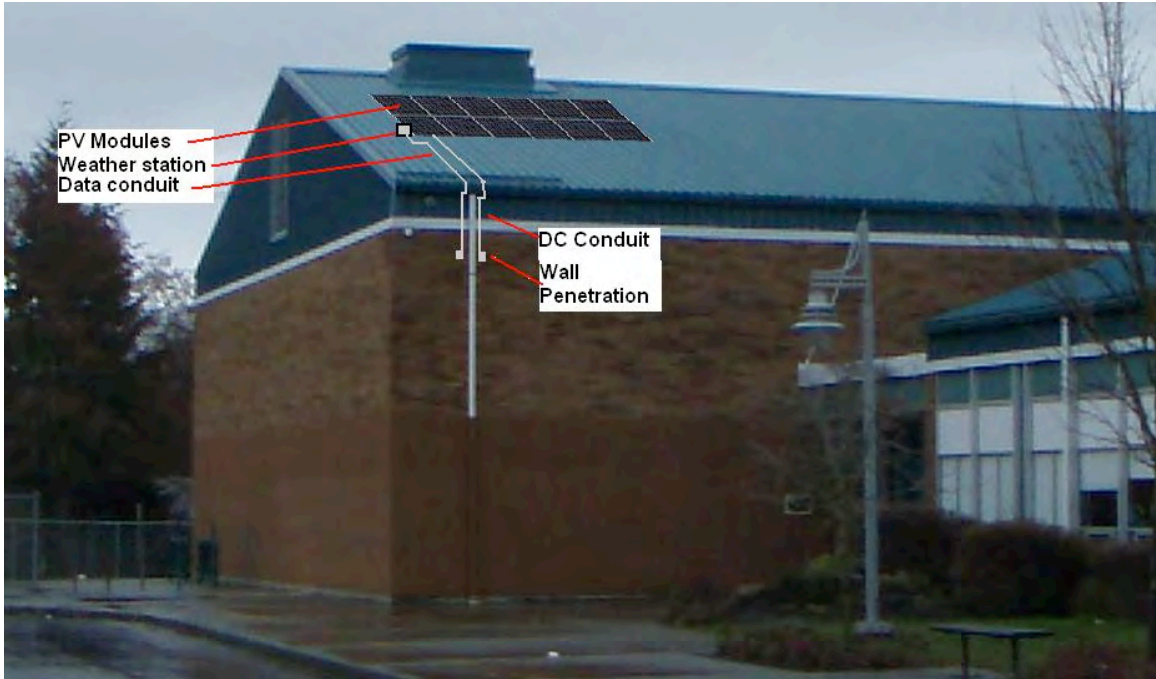
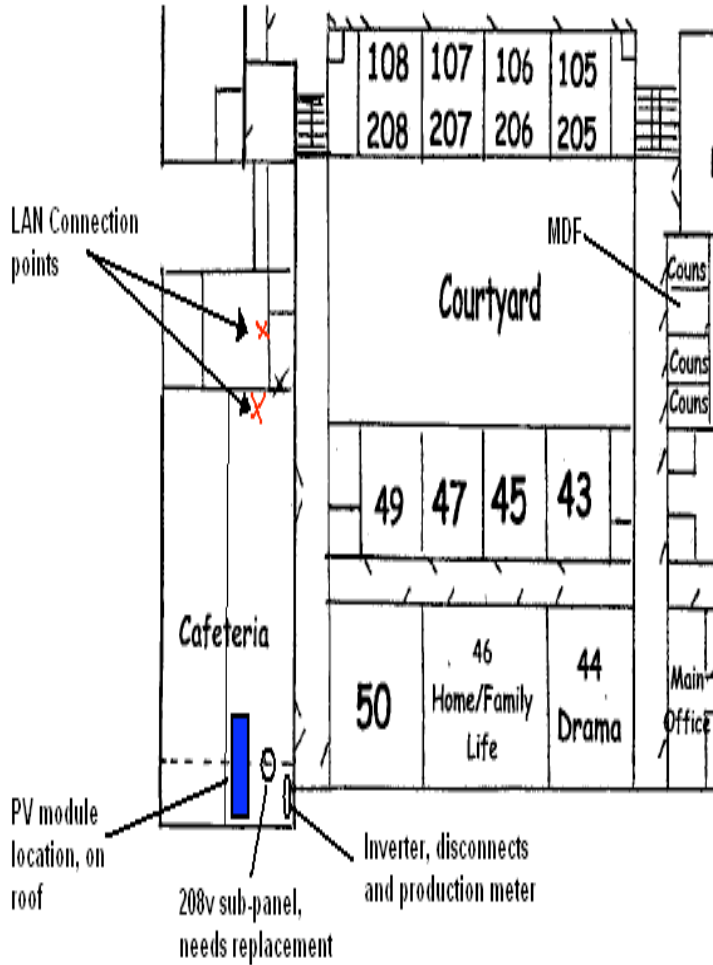


Photo Mock-up of PV array on roof of cafeteria and DC and data conduit running down roof and penetrating wall into backstage area

Figure C - Room Diagram

Dimmitt Middle School Map



Room Diagram with component locations and wiring identified

Figure D – Simple Electrical Single Line diagram

