

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is made effective as of the date of the last signature hereto (“**Effective Date**”) by and between Veolia Sustainable Buildings USA West, Inc., a California corporation, with an address at 100 Montgomery Street, Suite 600, San Francisco, California 94104 (“**Service Provider**”), and Ventura County Waterworks District No. 1, with an office at 800 S. Victoria Ave, Ventura, CA 93009 (“**Client**”) (each of Service Provider and Client a “**Party**” and, together, the “**Parties**”).

WHEREAS, California Government Code section 4217.10, *et seq.*, authorizes the Client, as a public agency, to enter into an energy services contract wherein the Service Provider may provide, among other things, conservation services to the Client from an energy conservation facility on terms that its governing body determines are in the best interest of the Client upon findings that the contract will result in certain energy cost savings;

WHEREAS, pursuant to California Government Code section 4217.11(d), “conservation services” include electrical, thermal, or other energy savings resulting from conservation measures, which shall be treated as a supply of such energy;

WHEREAS, through this Agreement, Client intends to contract for implementation, including engineering, system design, fabrication and installation, of renewable energy generation and energy management systems that will result in energy cost savings to Client and which shall be a supply of energy to Client at various sites owned or controlled by Client, consistent with the terms of California Government Code section 4217.10, *et seq.*;

WHEREAS, Client’s governing body, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advance notice of such hearing, made all findings required by Government Code section 4217.12 for Client to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Client agree as follows:

1. Scope of Services. Service Provider shall provide to Client the services (the “**Services**”) set out in one or more statements of work to be executed between Client and Service Provider (each, a “**Statement of Work**”) for an individual project (each, a “**Project**”) from time to time. The initial accepted Statement of Work is attached hereto as Exhibit A. Service Provider shall be responsible for the professional quality, technical accuracy, and timely completion of its Services. Service Provider shall cooperate with Client’s construction manager, architects and engineers, as well as any consultants for the Project as needed in the performance of the Services. Service Provider is responsible for the execution of all aspects of its services and shall coordinate its services with Client’s facility management staff.

2. Service Provider Obligations. Service Provider shall:

2.1. Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:

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(a) A person to act as its authorized representative with respect to all matters pertaining to this Agreement (the “**Service Provider Contract Manager**”), which person will initially be Jeff Guild.

(b) A person to act as its authorized representative with respect to each Statement of Work (“Project Representative” and, together with the Service Provider Contract Manager, the “**Provider Representatives**”), which person will initially be Mirna Romero.

2.2. Make no changes in Provider Representatives except:

(a) Following notice to Client.

(b) Upon the resignation, termination, death, or disability of an existing Provider Representative.

(c) At the reasonable request of Client, in which case Service Provider shall use reasonable efforts to appoint a replacement at the earliest time it determines to be commercially viable.

3. Client Obligations. Client:

3.1. Shall designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed.

3.2. Shall require that the Client Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.3. Shall cooperate with Service Provider in its performance of the Services and provide access to Client’s premises for Service Provider’s employees, contractors, and equipment as required to enable Service Provider to provide the Services.

3.4. Shall take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Service Provider’s provision of the Services.

3.5. Represents and warrants to Service Provider that it has fulfilled all requirements to enter into a contract pursuant to California Government Code section 4217.12, including, but not limited to, Client’s governing body, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advance notice of such hearing, making all findings required by Government Code section 4217.12 for Client to enter into this Agreement.

4. Fees and Expenses.

4.1. As compensation for the satisfactory completion of the Services, Client shall pay Service Provider monthly, based on invoiced amounts representing percentage of Project completion during the month per the applicable Statement of Work, up to the total amount listed in such Statement of Work. A schedule

of values will be developed by Service Provider for each project and included in the applicable Statement of Work.

4.2. Service Provider shall invoice Client on the last day of each month for actual services and expenses rendered by the Service Provider during the month. Client shall remit payment for the undisputed portion of each invoice to Service Provider within thirty (30) days following receipt of Service Provider invoice. Client shall specifically identify disputed portions of each invoice and the reason(s) for such dispute. Client shall not withhold any payment as an offset to claimed or alleged costs or delays.

4.3. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder; provided, that, in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

4.4. Except for invoiced payments that the Client is disputing in good faith, all late payments shall bear interest at the lesser of the rate of 10% per annum or the highest rate permissible under California law, whichever is lower, calculated daily and compounded monthly. Client shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder and such failure continues for seven (7) days following written notice thereof.

5. Additional Services. If the Client requires Additional Services during the Term of this Agreement, Service Provider may provide such Additional Services as are requested by Client or deemed necessary by Service Provider for timely and successful completion of any Project. The compensation for such Additional Services will be at the Service Provider rate set forth in the applicable Statement of Work. Where Service Provider proposes Additional Services in writing to the Client, Client shall respond within ten (10) business days. If Client does not respond within that time frame, Client will be deemed to have agreed to the Additional Services.

6. Limited Warranty and Limitation of Liability.

6.1. Service Provider warrants that it shall perform the Services:

(a) In a timely, workmanlike, and professional manner in accordance with all applicable laws and the terms and subject to the conditions set forth in the applicable Statement of Work and this Agreement.

(b) Consistent with and limited to the standard of care applicable to such Services, which is that Service Provider shall provide its Services consistent with the professional skill and care ordinarily provided by others in the same profession practicing in the same or similar locality under the same or similar circumstances. The professional quality, technical accuracy, completeness and coordination of all reports, designs, plans, information, specifications, and other items and services furnished under this Agreement shall be consistent with these standards of care.

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(c) To the extent the Services include equipment, Service Provider shall procure and assign to Client warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided for a Project. Service Provider makes no representation or warranty, and Client shall seek no recourse from Service Provider, regarding the Manufacturer Warranties.

6.2. Service Provider's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) For one (1) year following the completion of Services under a Statement of Work, Service Provider shall use reasonable commercial efforts to promptly cure any such breach with respect to such Services; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than ninety (90) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with 9.2.

(b) In the event the Agreement is terminated pursuant to 6.2(a) above, Service Provider shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by the Client as of the date of termination for such Services, less a deduction equal to the value of Services not affected by the breach of this warranty.

6.3. SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN 6.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

7. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**"), except for any Confidential Information of Client or customer materials, shall be owned by Service Provider. Service Provider hereby grants Client a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

8. **Confidentiality.** From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within thirty (30) days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this 8; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential

Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this 8 and 9.4 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

9. Term, Termination, and Survival.

9.1. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work or five (5) years, whichever is later, unless sooner terminated pursuant to 9.2 or 9.3 (the "**Term**").

9.2. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject voluntarily to any proceeding under any domestic or foreign bankruptcy or insolvency law or subject to any involuntary version of such proceeding that is not dismissed or vacated within 45 days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.3. Notwithstanding anything to the contrary in 9.2(a), Service Provider may terminate this Agreement before the expiration date of the Term on written notice if Client fails to pay any amount when due hereunder and such failure continues for 30 days.

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9.4. The rights and obligations of the Parties set forth in this Section 9.4 and in Section 10, Section 11, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in 8 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party or the Receiving Party's Group.

10. Indemnification.

10.1. Service Provider hereby agrees to indemnify, defend (with counsel reasonably acceptable to Client), and hold harmless Client and its officers and directors, attorneys, agents, employees, and representatives ("Indemnified Parties") from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses that arise as a result of Service Provider's negligence, recklessness, or willful misconduct under this Agreement; provided, Service Provider shall be liable only for that percentage of total damages that corresponds to the percentage of total negligence or fault of Service Provider and any of its subcontractors, subconsultants, agents, and representatives.

Notwithstanding anything to the contrary in this Agreement, if Service Provider's obligation to defend, indemnify, and/or hold harmless any of the Indemnified Parties arises out of Service Provider's performance of "design professional" services (as that term is defined under California Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, such obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Service Provider, and, upon Service Provider obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Service Provider's proportionate percentage of fault.

10.2. Client agrees to indemnify and hold Service Provider and its officers and directors, attorneys, agents, employees and representatives harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, that arise as a result of (i) concealed or unknown conditions at a Project site, (ii) the performance or non-performance of obligations under this Agreement, or (iii) the negligence, recklessness, or willful misconduct of Client to the extent permitted by California law, except that this obligation shall not arise to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by the negligence, recklessness, or willful misconduct of the Service Provider or any of its subcontractors, subconsultants, agents, or representatives .

11. Limitation of Liability.

11.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER

ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY STATEMENT OF WORK UNDER THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO SUCH STATEMENT OF WORK; PROVIDED THAT THE FOREGOING LIMITATION WILL NOT APPLY TO ANY LOSSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE SERVICE PROVIDER OR THE SERVICE PROVIDER'S SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN BREACH OF THE SERVICE PROVIDER'S OBLIGATIONS UNDER THIS AGREEMENT; PROVIDED, FURTHER, NOTHING CONTAINED IN THIS SECTION 11.2 SHALL REDUCE OR LIMIT ANY PARTY'S ABILITY TO PURSUE OR COLLECT PROCEEDS AVAILABLE FROM THE INSURANCE COVERAGES SPECIFIED WITHIN THIS AGREEMENT.

12. Insurance.

12.1. Service Provider shall maintain:

- (a) Statutory workers compensation for all of Service Provider's employees associated with each Project in the amount required by the jurisdiction in which the Project is located.
- (b) Comprehensive general liability insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 annually in aggregate.

12.2. Client shall maintain:

- (a) Statutory workers compensation for all of Client's employees associated with each Project in the amount required by the jurisdiction in which the Project is located.
- (b) Property damage insurance for all property owned by Client associated with each Project. Any property, including vehicles, not properly or fully insured shall be the financial responsibility of Client.

12.3. Each Party will cause the other Party to be added as additional insured on the above insurance policies (except workers compensation or any professional liability insurance required to be maintained) and will require its insurance carrier to provide the other party at least thirty (30) days' notice of the cancellation of such policies. Service Provider may self-insure reasonable deductible amounts under the policies it is required to maintain to the extent permitted by law. Each policy shall provide a waiver of subrogation in favor of the other Party.

13. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral,

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regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

14. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to be given if delivered personally or by facsimile transmission, emailed, or mailed by registered or certified mail (return receipt requested), postage prepaid, or deposited for overnight delivery with a reputable overnight delivery service, such as Federal Express, to the parties at the following addresses (or at such other address for the party as shall be specified by like notices; provided that notices of a change of address shall be effective only upon receipt thereof):

Notice to Client:	Ventura County Waterworks District No. 1 6767 Spring Rd., Box 250 Moorpark, CA 93021 Attn: Joseph Pope Email: joseph.pope@ventura.org
Notice to Service Provider:	Veolia Sustainable Buildings USA West, Inc. 100 Montgomery Street., Suite 600 San Francisco, California 94104 Attn: Jeff Guild Email: jeff.guild@veolia.com
With a copy to:	Veolia Sustainable Buildings USA West, Inc. 53 State Street, 14 th Floor Boston, MA 02109 Attn: General Counsel Email: general.counselNA@veolia.com

15. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16. Amendments.

16.1. Except as set forth in Section 5, no amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each Party.

16.2. Should Service Provider become aware of a change in the scope of its Services and/or schedule to complete its services that affect any Statement of Work, Service Provider shall advise Client in writing within five (5) business days. Changes to the scope of Services that affect the fees for the applicable Statement of Work shall state clearly the justification for the additional fee, the amounts, and request approval of a contract change order.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment. Neither Party may assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 18 shall be null and void.

19. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

20. Relationship of the Parties.

20.1. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20.2. Client understands and acknowledges that Service Provider shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Services described herein, since these are solely the Client's and/or its contractors' responsibility. Service Provider shall not be responsible for Client's contractors' schedules or failure to carry out any Project. Service Provider shall not have control over or charge of acts or omissions of contractors, subcontractors, or their agents or employees, or of any other persons working on the Project who are not employees or contractors of Service Provider.

21. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

22. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Client to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, epidemic (including COVID-19), or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions, or changes in any applicable law or regulation; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the reasonable control of the impacted Party.

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23. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of California, excepting those provisions dealing with conflicts of law.

24. Mandatory Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of Service Provider's services, Service Provider may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation. The Parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the Parties mutually agree otherwise, shall be in accordance with the rules and procedures of the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc. currently in effect. The request may be made concurrently with the filing of legal or equitable proceedings, but, in such event, mediation shall proceed in advance of such legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. The Parties agree to split the mediator's fee and any filing fees equally. The mediation shall be held in Ventura County, California, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

25. Jurisdiction. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, in any forum other than the courts of the State of California sitting in Ventura County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement, and a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

27. Electronic Signatures. The Parties agree that this Agreement may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned warrant and represent that they have been duly authorized to sign this Agreement on behalf of their respective Parties:

CLIENT:	SERVICE PROVIDER:
Ventura County Waterworks District No. 1	Veolia Sustainable Buildings USA West, Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Title: County Counsel

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Exhibit A

STATEMENT OF WORK

THIS STATEMENT OF WORK (this "SOW") is governed by the Master Services Agreement (the "Agreement") entered into between Veolia Sustainable Buildings USA West, Inc. ("Service Provider") and County of Ventura, California ("Client"), dated [DATE]. The effective date of this Statement of Work is [DATE] ("SOW Effective Date").

1. Project Overview

Service Provider shall provide engineering, permitting, procurement, construction and commissioning, supervision, materials and supplies, labor, tools, construction equipment and machinery, transportation, and funding assistance for the proper execution and completion of a fully integrated and operational solar renewable energy system to provide renewable clean energy for the Client's Moorpark Water Reclamation Facility ("WRF") at 9550 Los Angeles Ave., Moorpark, CA 93021, resulting in utility cost savings, reduced greenhouse gas emissions and carbon footprint.

The WRF is provided with energy through two meters, and the main meter is currently offset by an existing PV system. The second meter consumes roughly 636,927 kilowatt hours (kWh) annually under normal loaded conditions. To offset the current load of this second meter, a solar system has been sized to produce 624,368 kWh annually. The high-efficiency solar modules / panels will be mounted on ground mounted racking systems in a fixed tilt configuration to maximize renewable energy generation and minimize ongoing operations and maintenance. Figure 1.0 shows the proposed layout and location of the solar panel array.

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Figure 1.0 - Helioscope Solar Design Ground Mounted, Fixed Tilt Racking System



2. Payment

Client shall pay Service Provider One Million Four Hundred Sixty-Nine Thousand Nine Hundred Seventeen dollars and Zero cents (\$1,469,917.00) for the Project.

Service Provider will issue invoices and Client shall make payments in accordance with Section 4 of the Agreement and a schedule of values attached as Schedule 1.

To manage pricing and availability of equipment and potential cost impacts to the Project, Service Provider will coordinate with the Client to accommodate and mitigate such impacts. Accommodations may include, but are not limited to, allowing Service Provider to invoice Client for advance/prepayment and early deliveries of goods to a secure offsite location.

3. Timeline

The Southern California Edison ("SCE") interconnection application was submitted on April 14, 2023, and is pending approval. SCE allows 36 months for Final Completion from the date of the interconnection application to obtain grandfathered NEM 2.0 rates.

Service Provider will make commercially reasonable efforts to achieve Final Completion no later than 36 months from the date of the submission of the interconnection application. Upon approval of the interconnection application, Service Provider and Client will work in good faith to establish a detailed Project schedule. Once a schedule is established and Client has secured funding, Client will issue Service Provider a written notice to proceed to begin work on the Project and proceed to Substantial Completion and Final Completion.

Service Provider shall not be liable, nor be deemed to have defaulted under or breached this Agreement, for failure to achieve Final Completion by 36 months from the date of submission of the interconnection application, when such failure is caused by or results from acts beyond the Service Provider's reasonable control, including but not limited to delays caused by Client in issuing a notice to proceed, delays caused by failure to make timely payments, or delays caused by upgrading of electrical services that are not the responsibility of Service Provider.

"Substantial Completion" means the date when the Project is sufficiently complete according to the Construction Documents to allow Client to utilize the Project for its intended purpose (but for interconnection). Substantial Completion will occur prior to interconnection.

"Final Completion" occurs on the date when the Service Provider has completed the construction work in accordance with the Construction Documents, interconnection is completed, systems are tested and functional, all final punch list items have been completed and accepted by Client, all close-out documentation required under the Construction Documents have been transmitted to Client, and the Construction Permits have been approved by relevant governmental authorities.

4. Scope of Work

A. General

Provide a solar renewable energy system consisting of solar modules / panels, support structures for the solar modules / panels, inverters, system electrical protection, electrical disconnects, switchgear, control and monitoring systems, outdoor rated equipment enclosures, cables, wires, jumpers, connectors, system grounding and associated trenching and/or directional boring, equipment foundations, and signage.

All pricing and scope of work is dependent upon approval of the SCE interconnection application submitted April 14, 2023.

B. Engineering Design Services

Provide the following Electrical Systems Design services:

- i. Solar modules / panels
- ii. Inverter
- iii. DC Combiners, disconnects, fuses, wiring
- iv. AC breakers and disconnects
- v. Enclosures, conduit, and wiring
- vi. Communications and control systems as described herein
- vii. Other electrical systems included in the Scope of Work
- viii. Utility Interconnection Application and Agreement

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C. **Permits**

Service Provider will obtain and shall file on a timely basis any documents required to obtain all fire and general construction and building permits (the "Construction Permits"). Client shall obtain, and shall file on a timely basis, any documents required to obtain all required permits other than Construction Permits (the "Client Permits" and, together with the Construction Permits, the "Permits"). Client shall pay for all taxes, fees, and costs required to obtain all Permits.

D. **Procurement**

Procure all materials and equipment required for the installation of a complete System under this SOW.

E. **Construction Services**

Service Provider shall provide the following as part of the general construction activities:

- i. Structural construction including erection of PV racks
- ii. Civil construction, trenching, backfill and fencing.
- iii. Electrical construction, including PV modules, combiners, inverter, disconnects, wiring, breakers, metering, control and monitoring systems as required for a complete System
- iv. Safety services, including on-site safety equipment, personnel training, and safety monitoring of construction activities.
- v. Coordination with Client's staff for site access, laydown, and storage with minimal interference with site operations.
- vi. Operator training services.
- vii. Construction inspections, material verification, and testing as required.
- viii. Lawful disposal of refuse, chemicals, and waste materials brought on site through the performance of the Project.
- ix. Testing and start-up services are included. Testing shall include pre-operational functional tests, equipment calibration. All necessary test equipment and instrumentation will be provided.
- x. Coordination with Client's staff and representatives for all inspections and submittals.

F. **Documentation of Submittals**

Service Provider will prepare and submit designs, drawings, and Product Data to the Client for review and approval. Client shall review the documents and provide any comments in writing to Service Provider within ten (10) business days after receipt of such documents (the "Design Review Period"). Client shall consolidate all comments for each review cycle such that the Service Provider does not receive comments in separate submittals at different times from various Client personnel. To the extent consistent with applicable law and generally accepted professional practices and industry standards, the Service Provider will incorporate Client comments into the final designs, drawings, and specifications (the "Construction Documents"), as applicable. The Service Provider shall submit such revised documents to the Client for additional Design Review Periods, which shall not extend longer than ten (10) Business Days, until the Client approves such revised documents subject to the terms of the Agreement.

5. **Assumptions and Exclusions**

- A. **Working Hours.** Work to be performed during normal business hours.

B. **Facilities.** Client to provide electricity, water, and access to restrooms.

C. **Solar Work.**

i. The systems proposed are based on the pending interconnection application and comprise the following equipment, subject to availability:

1. Solar Panels: Canadian Solar 535-watt or substantially similar
2. Inverters: Chint Power System or substantially similar
3. Racking: OMCO Solar Choice or substantially similar

ii. Utility upgrades are not included in the scope of work and will cost additional if required.

iii. It is assumed the line side tap is approved by the building department and SCE.

iv. All existing infrastructure on the properties is assumed to be code compliant with the local authority having jurisdiction ("AHJ"). Any unknown modifications required by any AHJ in excess of the scope listed in this proposal are excluded and may result in additional costs.

v. Blocking off work zones shall be permissible.

vi. Assumes 2 phases, 2 mobilizations (racking/module installation and wiring).

vii. The project will pay workers prevailing wages, as applicable.

viii. Pile embedments at 7', 20-degree tilt, and 90 miles per hour wind speed.

ix. Site restoration after construction is not included. Equipment with rubber tracks is used. Soil conditions may be disturbed. Remediation, if required, will result in additional cost.

x. Damage to underground utilities including irrigation lines not marked by Client or 811 are the Client's cost to repair. Landscaping over trenching is Client's responsibility.

xi. Existing site is graded such that there are no excessive contours (<3% in any direction).

xii. Any work not expressly set forth in this SOW is hereby excluded.

xiii. Operations and maintenance (O&M) and performance guarantee is not included in this construction contract and will be presented to Client under separate agreement.

6. Solar Equipment Manufacturer Warranties

The Service Provider shall procure and assign to Client warranties from the equipment manufacturers (the "Manufacturer Warranty") to the extent said equipment is purchased and provided by Service Provider. Solar energy equipment included in the scope of work for electricity generation (Solar modules, inverters) shall have a minimum ten (10)-year manufacturer performance warranty to protect against degradation of electrical generation output of more than 15% from their originally rated electrical output. Except as expressly provided in this Agreement, Service Provider's obligations under this warranty do not apply to any defects whatsoever in the equipment purchased and provided by Service Provider, provided Service Provider has procured and assigned to Client the Manufacturer Warranty of such equipment. Service Provider makes no representation or warranty, and Client shall seek no recourse from Service Provider, regarding the Manufacturer Warranties, including, without limitation, any degradation in electrical generation output of the PV modules.

7. Project Closeout

Service Provider shall deliver to the Client an operation and maintenance (O&M) manual and project drawings for the System no later than ninety (90) days after Substantial Completion occurs.

EXHIBIT 3

At Client's request, Service Provider shall provide Client's personnel with no less than one (1) full Day of detailed and complete on-site operation training with respect to the System. Client's personnel shall have the qualifications necessary to perform their activities and will be hired by Client or its Affiliate. Service Provider shall provide Client reasonable assistance in soliciting and obtaining any subsidies, rebates or incentives that may be available from any Governmental Authority pursuant to or in connection with the purchase or operation of the System or otherwise. Service Provider makes no representation or warranty to Client as to the availability or amount of any such subsidies, rebates or incentives.

8. Client Responsibilities

Service Provider shall not be obligated to perform any work or activity beyond the scope of the work and its other obligations under this Agreement. In particular, the following shall not be included in the Scope of Work and therefore shall be performed by Client:

A. Client shall furnish, to the extent not already provided to Service Provider: (a) all surveys or other information in Client's 's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Site; (b) any prior environmental review documentation and all known information in Client's possession concerning subsurface conditions, including without limitation the existence of any known hazardous materials, in or around the general area of the Site where the Work will be performed; (c) all relevant information in Client's possession, including any structural or other relevant as-built drawings and photographs, of prior construction undertaken in the general area where the Work will be performed; (d) title reports less than one (1) year in age; and (e) any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Site essential to the execution of the Work.

B. Client shall provide continuous access to the Site to perform the work;

C. Client shall clear all debris from the area of work prior to construction;

D. Client shall obtain the Client Permits;

E. Client shall be responsible for hiring and paying for an inspector of record, if needed;

F. Client shall select its own personnel so that it is present at the date of Substantial Completion;

G. Client shall pay for and provide communication access (internet) for system monitoring;

H. Client shall pay for all taxes, fees, and costs required to obtain all Permits;

I. As a condition of the pending interconnection application submitted on behalf of Client, Client's utility company, SCE, may need to provide a new, larger electrical service to the WRF on the utility side of the meter. This potential service upgrade will be contracted directly between the Client and SCE, and Service Provider will have no responsibility for paying for any service upgrades. Client will be responsible for all power outages associated with any service upgrade.

9. Prevailing Wage

The Project is a public works project, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby

incorporated by reference and made a part hereof. Service Provider shall post a copy of the determination of the California Department of Industrial Relations (“DIR”) of the prevailing rate of per diem wages at each job site. This work is subject to compliance monitoring and enforcement by the DIR. Service Provider shall maintain all records in accordance with Federal and State requirements and shall cooperate with the Client’s labor compliance monitoring.

The payroll records will be certified and submitted by Service Provider on a monthly basis with its application for payment or at other times that may be required by the DIR. Service Provider will also make available or furnish a certified copy of all payroll records for inspection or upon request of the Division of Labor Standards Enforcement, the Division or Apprenticeship Standards or the DIR.

This Work is subject to apprenticeship requirements and attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 *et seq.* to ensure compliance and complete understanding of the law regarding apprentices.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be signed by their respective authorized representatives as of the SOW Effective Date.

Veolia Sustainable Buildings USA West, Inc.	Ventura County Waterworks District No. 1
By:	By:
Name:	Name:
Title:	Title:

EXHIBIT 3

Schedule 1

Schedule of Values

Item	Description	Amount
1	Program Development *	\$58,616
2	Performance Bond *	\$14,654
3	Engineering / Design (Building Plans submitted)	\$73,270
4	Plans Approved	\$87,924
5	Solar Equipment Down Payment	\$117,232
6	Racking Deposit	\$117,232
7	Building Permit Final	\$73,270
8	General Condition	\$29,308
9	Project Management	\$29,308
10	Delivery of Solar material	\$366,351
11	Piers & Racking Installation	\$121,748
12	Solar System Installation	\$117,232
13	Substantial Completion	\$117,232
14	SCE Permission to Operate	\$73,270
15	Commissioning / Project Closeout	\$73,270
	Total	\$1,469,917

* Due upon contract execution