



# Memorandum of Understanding

between

Name of Company: \_\_\_\_\_

Owner/Principal: \_\_\_\_\_

As a  
Solar Santa Monica Preferred Solar Contractors

And the

Solar Santa Monica Program of the City of Santa Monica

*(Last May 15, 2009)*

## **Purpose**

The purpose of this Memorandum of Understanding (herein referred to also as the “MOU” and “the Agreement”) between Solar Santa Monica Preferred Solar Contractors and the City of Santa Monica’s Solar Santa Monica Program, is to clarify the terms under which the Solar Santa Monica program will feature preferred solar contractors. While no funds will be transferred to or from the Preferred Solar Contractors and the City of Santa Monica, Preferred Solar Contractors will abide by the terms of this Agreement in order to maintain their preferred status.

## **The Preferred Solar Contractors Status**

Solar Santa Monica seeks to provide a level of confidence for Santa Monica businesses and residents when they choose a solar contractor. While the status of Preferred Solar Contractors is not exclusive, it will indicate that a certain threshold of service and reliability has been met and approved by the city. The status will be ongoing, but Solar Santa Monica reserves the right to revoke the designation if the terms are not being met:

## **Preferred Solar Contractors Terms and Responsibilities**

- Preferred Solar Contractors agree to make a personal site visit to a home or business in order to offer a proposal.
- Preferred Solar Contractors agree to provide a written or electronic proposal for solar photovoltaic systems in terms of price per AC watt (as specified by CEC-AC ratings).
- Preferred Solar Contractors will provide “net-cost pricing” to residential PV customers, defined as the total cost minus California Solar Initiative EPBB rebates. Preferred Solar Contractors will make reservations for rebates, complete the necessary paperwork, and recoup their up-front costs upon receipt of the rebates. Participants will be responsible for collecting tax credits for which they are eligible.
- Preferred Solar Contractors will offer options for web based PV monitoring and options for ongoing maintenance contracts to maximize system performances.
- Preferred Solar Contractors will warrant products and installations per California and industry standards; Preferred Solar Contractors will warrant all solar panels for 25 years; inverters for 10 years; and installation for 10 years.
- Preferred Solar Contractors will warrant solar thermal products and installations per California and industry standards.
- Preferred Solar Contractors will agree to work professionally in all dealings with the fire department, the building and safety permit and inspection process, and remain in good stead with them.
- Preferred Solar Contractors agree to conform to program requirements should Santa Monica implement an AB 811 assessment district financing apparatus.
- Preferred Solar Contractors will agree to abide by on-site guidelines as specified in Appendix A.

- Preferred Solar Contractors will agree to carry appropriate insurance as specified in Appendix B.
- Preferred Solar Contractors will report completion of an installation in Santa Monica.

### **Solar Santa Monica Responsibilities**

- Solar Santa Monica agrees to publish a list of preferred solar contractors on its website, newsletters, and on printed materials made available to the public.
- Solar Santa Monica agrees to offer the preferred solar contractors list objectively and randomize the order of listing.
- Solar Santa Monica agrees to post and update the total number of Santa Monica solar installations completed by the preferred solar contractors to give participants a clear indication of local experience.
- Solar Santa Monica agrees to be fair and objective when comparing bids for Santa Monica participants.
- Solar Santa Monica agrees to make good faith and impartial referrals to preferred solar contractors considering the unique needs of the participant when asked to do so.
- Solar Santa Monica will post prevailing average installation prices as reported by participants to reflect current market conditions.
- Solar Santa Monica will post a brief description of the services offered by each preferred contractor.

The City of Santa Monica will continue to reach out with Solar Santa Monica to educate the public about its commitment to energy independence and the value of solar energy adoption. Solar Santa Monica will maintain a presence in the community through town hall meetings, public forums, trainings, clinics, speaking engagements, farmers markets, site visits, meetings, special events, and through the Solar Santa Monica offices. The City will also continue promoting installation successes – through case studies, articles, presence at community events, etc. -- to get greater community appreciation and action on energy efficiency and solar measures.

**Procedural Notes**

Amendments: This Memorandum of Understanding may be amended or modified at any time by agreement of the parties. Any amendment or modification to this Agreement shall be effective only upon approval by both the City and the Preferred Solar Contractors.

Termination: Solar Santa Monica and/or the Preferred Solar Contractors may terminate this Memorandum of Understanding through a written notice of such intent.

Notices: All notices, demands, requests or approvals to be given under this Memorandum of Understanding shall be given in writing and addressed as follows:

All notices, demands, requests or approval from Preferred Solar Contractors to Solar Santa Monica shall be addressed to:

Susan Munves  
Energy and Green Building Programs Administrator  
City of Santa Monica  
1212 Fifth Street, Ste. 100  
Santa Monica, CA 90401

All notices, demands, requests or approval from Solar Santa Monica to the Preferred Solar Contractors shall be addressed to:

Name of company owner \_\_\_\_\_

Name of company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

**Signatures**

Through the signatures below, both parties agree to the strategies and terms listed in this Memorandum of Understanding:

Date \_\_\_\_\_

Date \_\_\_\_\_

x \_\_\_\_\_

x \_\_\_\_\_

Name:

Susan Munves

Title:

Program Administrator

Company:

City of Santa Monica

## **APPENDIX A: PREFERRED SOLAR CONTRACTORS ON-SITE GUIDELINES**

Preferred Solar Contractors must review the following guidelines with the home or business owner and observe the guidelines throughout the installation process.

- The Preferred Contractor will review the terms with the home or business owner:
  - Contractor guidelines
  - Hours of operation
  - Rest room protocol
  - Pet protocol
  
- Installation crew will carry an on-site job folder that includes
  - Copy of signed contract
  - All forms and change orders neatly written
  - Licenses and Permits (Permits also posted on site)
  - Contractor guidelines with site specific notes
  
- Proper Identification
  - Uniforms
  - Individual identification badges with driver's license back up
  - Vehicle signage
  
- Observance of Neighborhood Parking Rules
  - No blocking driveways
  - No double parking
  - No blocking neighbors' mailboxes or entrances
  
- Basic Job Site Protocol
  - Daily check in and check out with owner
  - No radio or music
  - No smoking on site
  - No eating or drinking in residence or business
  - Protect all lawns and vegetation
  - All garbage and debris taken off site daily
  - Clean, orderly and safe working areas
  - Cover all interior walkways with protective runners
  - Total clean-up at end of day (vacuumed or swept)

## **APPENDIX B: INSURANCE REQUIREMENTS**

### **Preferred Solar Contractors Insurance**

Prior to commencing work, the Preferred Contractor shall procure and maintain at Preferred Contractor's own cost and expense for the duration of the Solar Santa Monica program, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Preferred Contractor, his agents, representatives, employees, or subcontractors.

Without in any way affecting the indemnity provided, the Preferred Contractor shall secure before commencement of the work and throughout the Agreement the following types and amounts of insurance:

### **Minimum Limits of Insurance**

Preferred Solar Contractors shall obtain insurance of the types and in the amounts described below:

#### 1) Commercial General Liability Insurance

Preferred Solar Contractors shall maintain commercial general liability insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.

#### 2) Business Auto Liability Insurance

Preferred Solar Contractors shall maintain business auto liability insurance and, with a limit of not less than \$1,000,000 each accident.

#### 3) Professional Liability (Errors and Omissions) Insurance

Preferred Solar Contractors shall maintain professional liability insurance appropriate to the Preferred Contractor's profession with a limit not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.

#### 4) Workers Compensation and Employer's Liability Insurance

Preferred Solar Contractors shall maintain workers compensation insurance as required by the State of California and Employers Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

### **Minimum Scope of Insurance**

1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal

injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.

2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self -insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Monica, its officers, officials, employees, or volunteers; or the Contractors shall provide a financial guarantee satisfactory to the City of Santa Monica guaranteeing payment of losses and related investigation, claim administration and defense expenses.

### **Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Preferred Solar Contractors; and with respect to liability arising out of work or operations performed by or on behalf of the Preferred Solar Contractors including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 26 or a substitute providing equivalent coverage. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

2) For any claims related to this project, the Preferred Contractor's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be excess of the Preferred Contractor's insurance and shall not contribute with it.

3) 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 Section 2782 of the Civil Code.

## **General Liability, Workers' Compensation and Employer's Liability**

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Preferred Solar Contractors in the performance of services.

### **All Coverages**

- 1) Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
  
- 2) If Preferred Solar Contractors, for any reason, fail to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of his or her status as a Preferred Contractor. City, at its sole option, may terminate this Agreement and obtain damages from the Preferred Contractor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Preferred Contractor, City may deduct from sums due to the Preferred Contractor any premium costs advanced by the City for such insurance.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

### **Verification of Coverage**

Preferred Solar Contractors shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

### **Subcontractors to Preferred Solar Contractors**

Preferred Solar Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.