

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM**

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO PHOENIX RENEWABLE SERVICES, INC. FOR CONSTRUCTION SERVICES FOR THE VACAVILLE CENTER AND VALLEJO CENTER SOLAR PV SYSTEM REPAIR PROJECT**

**REQUESTED ACTION:**

Information    **OR**     Approval  
 Consent        **OR**     Non-Consent

**SUMMARY:**

Board approval is requested for award of a construction services contract to Phoenix Renewable Systems, Inc. for the Vacaville and Vallejo Solar PV System Repair Project. The project consists of repair/refurbishment and replacement of select critical components of the system, including testing and commissioning at completion of the project.

*CONTINUED ON THE NEXT PAGE*

**STUDENT SUCCESS IMPACT:**

- Help our students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: Update infrastructure that supports classroom or related College facilities

*Ed. Code: NA                      Board Policy: NA                      Estimated Fiscal Impact: \$164,723 Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

APPROVAL                       DISAPPROVAL  
 NOT REQUIRED                 TABLE

Susan Wheat  
Vice President, Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7209

**TELEPHONE NUMBER**

Susan Wheat  
Vice President, Finance & Administration

**VICE PRESIDENT APPROVAL**

May 20, 2026

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

**Kellie Sims Butler, Ph.D.**  
Superintendent-President

June 3, 2026

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM**

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO PHOENIX RENEWABLE SERVICES, INC. FOR CONSTRUCTION SERVICES FOR THE VACAVILLE AND VALLEJO SOLAR PV SYSTEM REPAIR PROJECT**

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**SUMMARY:**

*CONTINUED FROM THE PREVIOUS PAGE*

The purpose of this project is to restore operation of solar photovoltaic systems at the Vallejo Center and Vacaville Center, originally designed and installed by SunPower Corporation. In August 2024, SunPower Corporation filed for Chapter 11 bankruptcy protection. Following the bankruptcy and restructuring, the District’s solar systems are currently non-operational, and support associated with system monitoring, maintenance, warranty administration, and performance guarantees has been significantly impacted. The District has not identified a viable mechanism for honoring or enforcing SunPower issued warranties, service obligations, or production guarantees affected by the bankruptcy proceedings.

Following research and evaluation of available service providers, District staff recommends award of contract to Phoenix Renewable Services, Inc.. Phoenix Renewable Services specializes in the repair, refurbishment, and restoration of existing solar energy systems, including inverter diagnostics and repair, with specific experience supporting legacy and non-operational SunPower systems affected by the company’s bankruptcy and discontinued support services. In addition to field service capabilities, the firm’s team includes solar designers and engineers experienced in evaluating and restoring complex photovoltaic systems. District staff determined that Phoenix Renewable Services was the most qualified provider identified to support recovery and restoration of the District’s solar infrastructure.

Due to their experience restoring non-operational solar photovoltaic systems, specifically SunPower systems, and fair and reasonable proposal submitted, it is recommended the Board award a contract to Phoenix Renewable Services, Inc. for the total amount of \$164,723.

The Board is asked to approve a contract with Phoenix Renewable Services, Inc. in the amount of \$164,723.

The agreement is available online at: <https://solano.edu/measureq/approved-contracts.php>



**SOLE SOURCE JUSTIFICATION**  
 Solano Community College District  
 Purchasing Department

**Instructions:** Please use this form whenever a specific product is required and no alternative source is acceptable or when a specific vendor is required and no other vendor is available or acceptable.

**Definition: Sole Source items** have unique performance features not found in other items and are available only from a single manufacturer or dealer with exclusive distribution rights.

**Acceptable Reasons for Sole Source:**

- There is only one source or one supplier that can provide the product or service;
- The supplier / manufacturer have exclusive rights or patents, copyrights, secret processes that make the product available from only one source;
- The product or service has to match with existing products already installed and currently being used by the District and / or Campuses;

**Reasons Not Acceptable for Sole Source:**

- Personal preference for product or vendor;
- Lack of advanced planning;
- "No Substitution" – is always contestable and prone to protests;
- Competitive bidding factors such as: Cost, vendor performance, local service, maintenance, and delivery;
- Explanations for actual need and basic use do not indicate uniqueness of the product;


**Required Information:**

1. What is the particular product chosen?
2. Who is the particular vendor chosen?
3. What performance features are unique for the product that is not available from any other product? List ALL specific features. (Attach documents as needed)
4. Why are these specific performance features required to perform its intended function? (Attach documents as needed)
5. What other comparable models currently available have been evaluated and why are they rejected? List specific reasons and provide brand name, model, and vendor. (Attach documents as needed)

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**Certification:**

*I am aware of the State of California requirements for competitive bidding and the established criteria for justification of sole source purchases. I have enclosed documentation in this justification. I hereby certify the validity of the information and feel confident that this justification meets the State's criteria and would withstand an audit by the State Board of Controls or a public protest.*

REQUESTER	PURCHASING USE ONLY
Signature:  Date: 5/21/26	___ Approved      ___ Disapproved
Print Name: Jason Yi Title: 5/21/26	Director of Purchasing Signature: Date:
Phone Number: 707-864-7257 Email: jason.yi@solano.edu	Comments:

**AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)**

**THIS CONTRACT** is made and entered into this 3<sup>rd</sup> day of June, 2026, by and between **Phoenix Renewable Services, Inc.** ("Contractor") and **Solano Community College District** ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price not to exceed **ONE HUNDRED SIXTY FOUR THOUSAND AND SEVEN HUNDRED TWENTY THREE DOLLARS AND 0/100 (\$164,723)** ("Contract Price"), the following services ("Services" or "Work"):

All labor, materials, equipment, and supplies necessary for the repair and restoration of SunPower solar photovoltaic systems located at the Vacaville Center and Vallejo Center. See attached Phoenix Renewables Services, Inc. Proposal dated May 22, 2026, attached herein, for full scope of work and services.

2. Contractor shall perform the Work at Solano Community College's Vallejo Center, 545 Columbus Parkway, Vallejo, CA 94591, and Vacaville Center, 2001 North Village Parkway, Vacaville, CA 95688 ("Site"). The Project is the scope of Work performed at the Site.
3. Work can start after receipt and approval of signed Agreement, Bonds and Insurance Certificates. All Work shall be coordinated with District representative, and shall be scheduled to not have a negative impact on class instruction and campus activities.

4. The Contract Documents include only the following documents, as indicated:

<u>      </u> Notice to Bidders	<u>  X  </u> Asbestos & Other Hazardous
<u>      </u> Instructions to Bidders	<u>      </u> Materials Certification
<u>      </u> Bid Form and Proposal	<u>  X  </u> Lead Product(s) Certification
<u>      </u> Bid Bond	<u>      </u> Roofing Project Certification
<u>      </u> Designated Subcontractors List	<u>      </u> Insurance Certificates and
<u>      </u> Notice to Proceed	<u>      </u> Endorsements
<u>  X  </u> Terms and Conditions to Contract	<u>  X  </u> Performance Bond
<u>  X  </u> Non Collusion Declaration	<u>  X  </u> Payment Bond
	<u>      </u> Phoenix Renewable Services
<u>  X  </u> Prevailing Wage Certification	<u>  X  </u> Proposal dated 5/22/2026
<u>  X  </u> Workers' Compensation Certification	
<u>  X  </u> Drug Free Workplace Certification	
<u>  X  </u> Tobacco Free Environment Certification	

5. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
6. Payment for the Work shall be made in accordance with the Terms and Conditions.
7. The architect for the Project is N/A ("Architect"), the project manager on the Project is Jason Yi ("Project Manager"), and the project inspector on the Project is N/A ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work

at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

8. Inspection and acceptance of the Work shall be performed by the District's Project Manager and District's Consultants.
9. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

**Solano Community College District**  
4000 Suisun Valley Road  
Fairfield, CA 94534

ATTN: Jason Yi  
Email: [jason.yi@solano.edu](mailto:jason.yi@solano.edu)

**Contractor**

**Phoenix Renewable Services, Inc.**  
1946 Kellogg Ave  
Carlsbad, CA 92008

ATTN: Hassan Yarpezeshkan  
Email: [hassan@phoenixrs.com](mailto:hassan@phoenixrs.com)

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
11. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
12. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
13. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 2026

Dated: \_\_\_\_\_, 2026

**Solano Community College District**

**Phoenix Renewable Services, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

License No.: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

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**Information regarding Contractor:**

Type of Business Entity:  
 Individual  
 Sole Proprietorship  
 Partnership  
 Limited Partnership  
 Corporation, State: \_\_\_\_\_  
 Limited Liability Company  
 Other: \_\_\_\_\_

**Federal Tax ID #** \_\_\_\_\_  
Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

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## **TERMS AND CONDITIONS TO CONTRACT**

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **NOTIFICATION:** Contractor shall notify the Project Manager and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by written notification.
6. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
7. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
8. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
9. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
10. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
11. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

12. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus.
13. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
14. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
15. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
16. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
17. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
18. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
19. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
20. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or

damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

21. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
22. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

23. **CONTRACTOR'S INSURANCE:**

23.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

- 23.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services.

(Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

- 23.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
- 23.2 **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 23.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 23.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 23.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 23.2.4 All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 23.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District
24. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
25. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
26. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this

Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

27. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
  - 27.1 **Labor Compliance:** Contractor specifically acknowledges and understands that the Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
  - 27.2 **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of workers using the Public Work Payroll Reporting Form, including the certification (DIR Form A-1-131 or current version) and shall electronically submit certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner.
28. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
29. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
30. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and

Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

31. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.
33. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
34. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
35. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
36. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
37. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
38. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
39. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
40. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
41. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

42. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

*[BALANCE OF THIS PAGE IS LEFT INTENTIONALLY BLANK]*



Phoenix Renewable Services, Inc.

May 22, 2026

Request for Proposal (“RFP”)











Solano Community College

# Mission Critical Services & Ongoing Maintenance

**Your trusted partner for Inverter Refurbishment, Mission Critical Repair, ISO-9001 Component Testing, Field Service Engineering, and 24/7 System Monitoring.**



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# Introduction



On behalf of the team at Phoenix Renewable Services (“PRS”), we appreciate the opportunity to support you in maximizing the performance of your renewable energy asset(s). Our invigorating drive to improve solar infrastructure services has created a strong culture from the top down. More asset owners and enterprises are turning to PRS to actively monitor system performance, advanced-preventative maintenance, and inverter refurbishment/ engineering services.

**16+**

Years of solar operations

---

**8**

US states

---

**850+**

Sites under management

---

**400 MW+**

Capacity under contract

---

**+320**

Inverters Refurbished

---

# Company Overview



## About Us

PRS is a founder-led solar O&M provider. We are headquartered in San Diego, California with four additional offices and warehouses strategically located in the Western US.

Phoenix Renewable Services is a C-10 California Contractor #1095186 and strictly adheres to local, state, and federal rules and regulations. Our technicians are OSHA 30, Electric Hazard (workplace safety), NFPA 70E, and EM385 certified.

## Mission

We are the largest privately owned, pure O&M player in the market. We are not incentivized to boost shareholder ROI; PRS aims to provide superior customer service for long-term gain.

## Differentiation

We invest time upfront to understand the historical performance of the asset and the condition of the site to deliver a customized Advanced-Preventative maintenance plan to increase MTTF.

At PRS' ISO-9001 manufacturing and testing facility, we perform refurbishment and manufacturing of inverter engine parts to extend out-of-warranty inverter lifespans.

# In-House Manufacturing & Operations & Maintenance Services

## ➤ Turnkey Services

PRS does not rely on subcontractors or defer to third parties. We are a full stack O&M provider with in-house power quality experts, field service engineers/ technicians, test engineers and DAS engineers.



**Mission Critical Power Quality & Inverter Refurbishment**



**Preventative & Reactive Maintenance**



**24/ 7 System Monitoring & DAS Engineering**



**System Decommissioning & Repowering**



**Spare Parts Management & Inventory Cycle Counting**

## ➤ Our Team/ Background

PRS is the only O&M provider with a Sub-Assembly Testing Facility In-House which extends component-level testing and refurbishment. This vertical approach reduces third party lead-time concerns and costs driven by obsolete/ out of warranty parts.



**Field Service Engineers & Level III Technicians**



**Power Quality & Electrical Engineers**



**Performance Monitoring Analysts & Engineers**



**Interconnection & Permitting Management**



**DAS/ Network Engineering**

# Mission Critical Process



**Step 1: Comprehensive Assessment & Engineering Review:** We begin by fully understanding the asset, historical performance. A detailed engineering report is issued outlining findings, failure points and recommended actions

**Step 2: Supply Chain Quoting & SOW Generation:** Based on assessment findings, PRS generates a quote and SOW outlining required components, labor and a full break down of mission critical repair.

**Step 3: Field Dispatch & Component Harvest:** Upon approval, PRS dispatches a Field Service Engineering team to harvest failed engine components. Parts are extracted and transported back to PRS' ISO-9001 facility for testing and refurbishment.

**Step 4: Daily or Weekly Inverter Performance Tracking:** Harvested and new engine components undergo rigorous bench testing and QAQC at PRS Sub-Assembly Testing. Each part is validated to OEM specs before cleared.

**Step 5: Palletize, Ship & Reinstall Components:** Refurbished and new components are palletized and shipped to the asset location. The Field Service Engineering team returns onsite to install components, conduct commissioning tests, and verify full electrical performance.

**Step 6: Asset Restoration & Production Verification:** With components reinstalled, PRS restores the asset to full operation and verifies production through system monitoring and DAS communications. Generation output is compared against pre-failure baselines to confirm full recovery.

**Step 7: Customer Handover & Ongoing Warranty Monitoring:** The asset is formally handed back with a full closeout report. PRS continues daily monitoring to stand behind our warranty terms, proactively flagging any anomalies post-restoration.

# Inverter Refurbishment Quotes for Vallejo and Vacaville + SOW

See Following Pages

Created Date 5/22/2026

Quote Number 00003297



# PRS Quote

## BILLING INFORMATION:

Billing Name Solano Community College  
Billing Address 4000 Suisun Valley Road  
Fairfield, CA 94534  
Account Name Vallejo Center  
Site Address 545 Columbus Parkway  
Vallejo, CA 94591  
Net Terms NET 15

### PLEASE REMIT TO:

**Phoenix Renewable Services, Inc.**

**Address** 1946 Kellogg Ave Carlsbad, CA 92008

**Email** service@phoenixrs.com

## SCOPE OF WORK:

Xantrex GT250 Inverter Maintenance and Repairs

### Scope of Work:

Xantrex GT250 Inverter:

**\*\*Refurbishment of Matrix Assemblies (2 units)\*\***

- i) Lockout/Tagout (LOTO) the inverter; isolate AC and DC sources.
- ii) Disconnect all power and communication harnesses.
- iii) Remove the matrix assembly and prepare it for transport.
- iv) Transport the assembly to the PRS repair facility.
- v) Inspect and test the assembly.
- vi) Perform necessary repairs and reconditioning.
- vii) Conduct final testing and quality assurance.
- viii) Prepare the part for transport to the job site.
- ix) Replace inverter ground fault fuses as needed.

**\*\*Refurbishment of CCU Boards (1 unit)\*\***

- i) Lockout/Tagout (LOTO) the inverter to isolate AC and DC sources.
- ii) Disconnect all power and communication harnesses.
- iii) Remove the CCU board and prepare it for transport.
- iv) Transport the CCU boards to the PRS repair facility.
- v) Inspect and test the CCU boards.
- vi) Perform necessary repairs and reconditioning.
- vii) Conduct final testing and quality assurance.
- viii) Prepare the parts for transport to the job site.

**\*\*Replacement of Fans (6 units)\*\***

- i) Lockout/Tagout (LOTO) the inverter to isolate AC and DC sources.
- ii) Remove all power and mounting hardware.
- iii) Remove the existing fans from the unit.
- iv) Install and wire the new fans to the terminal.
- v) Install backplate and hardware.
- vi) Torque the hardware to manufacturer specifications.
- vii) Confirm the operation of the installed fans.

**\*\*Additional Repair Items - Xantrex GT250\*\***

- Replace x1 Delta Filter Circuit fuses.
- Replace display assembly for inverter.

Created Date 5/22/2026

Quote Number 00003297

**\*\*Additional Services\*\***

- Annual PMI Inspection.
- Annual PV Module Cleaning.
- Solar Monitoring Plan, includes 5 years of monitoring and data plan.

**INCLUDES:**

5 YEARS MONITORING ON NEXT WAVE MONITORING PLATFORM

12-MONTHS PARTS WARRANTY

Product Description	Line Item Description	Quantity	Sales Price	Total Price
Xantrex GT250, Matrix Assembly Refurbishment - Labor Cost				
i) LOTO Inverter; isolate AC and DC sources ii) Remove all power and communication harnesses iii) Remove matrix assembly and prepare for transport iv) Receive and inspect the assembly at the PRS repair facility v) Test / Repair / Recondition vi) Final testing / QA vii) Prepare part for transport to the job site viii) Replace inverter ground fault fuses as needed				
****Inspect the Xantrex GT 250 inverter enclosure**** - Install matrix assemblies - Connect all power and communication harnesses - Verify AC and DC voltages - Apply grid voltage - Check the front panel display - Confirm operational parameters (AC, DC, and power tracker) - Apply DC voltage - Perform the matrix test - Operate inverter. - Apply grid voltage - Check the front panel display - Confirm operational parameters (AC, DC, and power tracker) - Apply DC voltage - Perform the matrix test - Operate inverter - Check the front panel display - Confirm operational parameters (AC, DC, and power tracker) - Apply DC voltage - Perform the matrix test - Operate inverter - Warranty - 6-Months from the date of installation by PRS Field Engineers		2.00	\$2,384.00	\$4,768.00
Refurbished, Xantrex GT250, Matrix Assembly		2.00	\$17,540.82	\$35,081.64
Xantrex GT250, Fan Replacement - Labor Cost				
i) LOTO Inverter; isolate AC and DC sources ii) Remove all power and mounting hardware iii) Remove the fan from the unit iv) Install and wire the new fan to terminal v) Install backplate and hardware vi) Torque hardware to manufacturer specifications vii) Confirm the operation of installed fans				
***Inverter Start-Up and Testing Procedure *** - Inspect the Xantrex GT 250 inverter enclosure - Install new fans - Verify AC and DC voltages - Apply grid voltage - Check the front panel display		1.00	\$894.00	\$894.00

Created Date 5/22/2026

Quote Number 00003297

- Confirm operational parameters (AC, DC, and power tracker)
- Apply DC voltage
- Perform the matrix test
- Operate inverter.
- Apply grid voltage
- Check the front panel display - Confirm operational parameters (AC, DC and power tracker)
- Apply DC voltage - Perform the matrix test - Operate inverter
- Check the front panel display
- Confirm operational parameters (AC, DC, and power tracker)
- Apply DC voltage
- Perform the matrix test
- Operate inverter

\*Warranty: 180days from the date of installation by PRS Field Engineers

Xantrex GT250, Fan Kit - ASSY CAPACITOR FAN GT250, x2 - FAN 48VDC 105W 1130CFM 280x280x80mm, 70dBA TUBE- AXIAL UL/CSA +60C ROHS, x2 - FAN 48VDC 45W 591CFM 225x225x80mm 60dBA, TUBE-AXI AL UL/CSA +60C ROHS, x2	1.00	\$6,086.08	\$6,086.08
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Xantrex GT250, CCU Board Refurbishment and Replacement - Labor Cost

- i) LOTO Inverter; isolate AC and DC sources
- ii) Remove all power and communication harnesses
- iii) Remove the CCU board and prepare for transport
- iv) Receive and inspect the CCU board at the PRS repair facility
- v) Test / Repair / Recondition
- vi) Final testing / QA
- vii) Prepare part for transport to the job site

\*\*\*Inverter Start Up and Testing Procedure\*\*\*

- Inspect the Xantrex GT 250 inverter enclosure
- Install CCU board
- Verify AC and DC voltages
- Apply grid voltage
- Check the front panel display
- Confirm operational parameters (AC, DC, and power tracker)
- Apply DC voltage
- Perform the matrix test
- Operate inverter.
- Apply grid voltage
- Check the front panel display - Confirm operational parameters (AC, DC, and power tracker)
- Apply DC voltage - Perform the matrix test - Operate inverter
- Check the front panel display
- Confirm operational parameters (AC, DC, and power tracker)
- Apply DC voltage
- Perform the matrix test
- Operate inverter
- Warranty: 180days from the date of installation by PRS Field Engineers

Xantrex GT250, ASSY,CCU2B,GT250KW,TSTD,REFURB, CCU PCBA *Refurbished, Reconditioned, and Tested	1.00	\$7,400.00	\$7,400.00
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Xantrex GT250, Refurbished Display Assembly *Refurbished, Reconditioned, and Tested	1.00	\$4,579.80	\$4,579.80
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Xantrex GT250, Refurbished Inrush PCB *Refurbished/Reconditioned/Tested	1.00	\$1,125.43	\$1,125.43
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50A 700VAC 800VDC - Delta Circuit Semiconductor Fuse	1.00	\$66.77	\$66.77
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Estimated Freight Charges	1.00	\$450.00	\$450.00
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Engineer Travel Expense	1.00	\$923.36	\$923.36
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NWEM-DM-DAST-5YT Device Monitoring, Data Storage and Support Monitoring Start Date: - Per 5 Year	Next Wave, 5 Year Monitoring Plan	1.00	\$1,800.00	\$1,800.00
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Created Date 5/22/2026

Quote Number 00003297

Solar Monitoring	Cell Modem, 5 Year Service	1.00	\$2,100.00	\$2,100.00
<b>Preventative Maintenance Inspection (PMI): Testing &amp; Inspection Service</b>				
<p>- Inspection and Preventative Maintenance of PV Array, Racking Equipment: Inspect PV modules for signs of damage, degradation, delamination, and soiling; Inspect structural racking support condition and check hardware; Note problems with wire management, wire deterioration, sun damage, and corrosion.</p> <p>- Inspection and Preventative Maintenance of Electrical Equipment and Balance of System: Visually inspect the interior of the AC Disconnects, switchboards, and DC combiner boxes for damage to any internal component such as wire termination points, wire insulation, disconnect switches, fuse holders; Measure string voltage and test fuses at DC combiner boxes; Ensure all cables and wire connections are properly torqued.</p> <p>- Inverter Maintenance: Inspect the interior of the inverter for damage or corrosion on any internal component such as wire termination points, wire insulation, contactors, door gasket material, fuses, bus bars, etc.; Check for bulging or leaking capacitors where visible in the power stage; Clean filters and fans, heat sinks, check electrical connections, and perform preventative maintenance as prescribed by OEM</p> <p>- DAS Monitoring system inspection and testing: calibrate &amp; clean all sensors &amp; cabinets, verify all sensors, voltage, and currents are being reported.</p> <p>- IR scanning: Discover hot spots and loose connections on all inverters, combiner and re-combiner boxes, AC power distribution equipment. (Performed on an as-needed basis).</p> <p>- IV Curve tracing: Open circuit voltage and operating current testing when needed for troubleshooting. (Performed on an as-needed basis).</p>				
PV Module Cleaning w/ Visual Inspection	Annual PV Module Cleaning	1.00	\$6,900.00	\$6,900.00
<p>Module Cleaning:</p> <p>1) Visual Inspection</p> <p>- Clean leaves, pollen, and dust off modules, if necessary, using a soft, long- handled brush to sweep dirt and debris away.</p> <p>- Check the underside of modules for any loose or frayed wiring and also remove any debris or nests on the top surface.</p> <p>- Inspect the surface of modules for any signs of cracked surfaces, burnt connection boxes, burnt tabbing or burnt cells. On the backside of modules check for any indications of burnt diodes or significant localized discoloration. Place a mark to identify any modules with visible defects.</p> <p>Note: Modules with a broken glass surface or other damage which would affect the electrical integrity are not cleaned. Defective modules should be replaced prior to cleaning.</p> <p>2) General washing of modules</p> <p>- A soft cloth, sponge, microfiber brushes or soft brush is typically used for cleaning modules</p> <p>- The glass surface of the module is cleaned as many times as necessary. We do not use dishwasher detergent, ammonia solution or household glass cleaner. Contact with cables, junction boxes, combiners and other electrical components is avoided.</p> <p>- The cleaning is finished by rinsing the module surface with an adequate amount of water.</p> <p>Includes: Rental and Safety Equipment</p>				

Grand Total

\$81,663.08

CUSTOMER MESSAGE & PRE-WORK CUSTOMER SIGNATURE

Created Date 5/22/2026

Quote Number 00003297

Unless otherwise indicated on the quote provided to Buyer, written quotations by Seller shall expire automatically thirty (30) days after the date appearing on the quotation. Prior to the expiration date, any quotation is subject to change by Seller at any time upon written notice to Buyer unless Seller receives and accepts Buyer's order within the aforementioned validity period.

Signed: \_\_\_\_\_

**\*\*Tariffs and Government-Imposed Charges:\*\*** Due to current and potential changes in tariffs, duties, or other government-imposed import/export fees, Seller reserves the right to adjust pricing to reflect any such increases that directly impact the cost of goods. Any such tariff-related cost increases will be passed through to the Buyer accordingly.

Printed Name: \_\_\_\_\_

Created Date 5/22/2026

Quote Number 00003296



# PRS Quote

## BILLING INFORMATION:

Billing Name Solano Community College  
Billing Address 4000 Suisun Valley Road  
Fairfield, CA 94534  
Account Name Vacaville Center  
Site Address 2001 North Village Parkway  
Vacaville, CA 95688  
Net Terms NET 15

### PLEASE REMIT TO:

**Phoenix Renewable Services, Inc.**  
Address 1946 Kellogg Ave Carlsbad, CA 92008  
Email service@phoenixrs.com

## SCOPE OF WORK:

Xantrex GT250 Inverter Maintenance and Repairs

### Scope of Work:

Xantrex GT250 Inverter:

**\*\*Refurbishment of Matrix Assemblies (2 units)\*\***

- i) Lockout/Tagout (LOTO) the inverter; isolate AC and DC sources.
- ii) Disconnect all power and communication harnesses.
- iii) Remove the matrix assembly and prepare it for transport.
- iv) Transport the assembly to the PRS repair facility.
- v) Inspect and test the assembly.
- vi) Perform necessary repairs and reconditioning.
- vii) Conduct final testing and quality assurance.
- viii) Prepare the part for transport to the job site.
- ix) Replace inverter ground fault fuses as needed.

**\*\*Refurbishment of CCU Boards (1 unit)\*\***

- i) Lockout/Tagout (LOTO) the inverter to isolate AC and DC sources.
- ii) Disconnect all power and communication harnesses.
- iii) Remove the CCU board and prepare it for transport.
- iv) Transport the CCU boards to the PRS repair facility.
- v) Inspect and test the CCU boards.
- vi) Perform necessary repairs and reconditioning.
- vii) Conduct final testing and quality assurance.
- viii) Prepare the parts for transport to the job site.

**\*\*Replacement of Fans (6 units)\*\***

- i) Lockout/Tagout (LOTO) the inverter to isolate AC and DC sources.
- ii) Remove all power and mounting hardware.
- iii) Remove the existing fans from the unit.
- iv) Install and wire the new fans to the terminal.
- v) Install backplate and hardware.
- vi) Torque the hardware to manufacturer specifications.
- vii) Confirm the operation of the installed fans.

**\*\*Additional Repair Items - Xantrex GT250\*\***

- Replace x2 Delta Filter Circuit fuses.
- Replace display assembly for inverter.
- Replace x1 AC surge arrestors.
- Replace x1 DC inverter power supply.

Created Date 5/22/2026

Quote Number 00003296

**\*\*Additional Services\*\***

- Annual PMI Inspection.
- Annual PV Module Cleaning.
- Solar Monitoring Plan, includes 5 years of monitoring and data plan.

**INCLUDES:**

5-YEARS MONITORING ON NEXT WAVE MONITORING PLATFORM

12-MONTHS PARTS WARRANTY

Product Description	Line Item Description	Quantity	Sales Price	Total Price
Xantrex GT250, Matrix Assembly Refurbishment - Labor Cost				
i) LOTO Inverter; isolate AC and DC sources ii) Remove all power and communication harnesses iii) Remove matrix assembly and prepare for transport iv) Receive and inspect the assembly at the PRS repair facility v) Test / Repair / Recondition vi) Final testing / QA vii) Prepare part for transport to the job site viii) Replace inverter ground fault fuses as needed				
****Inspect the Xantrex GT 250 inverter enclosure**** - Install matrix assemblies - Connect all power and communication harnesses - Verify AC and DC voltages - Apply grid voltage - Check the front panel display - Confirm operational parameters (AC, DC, and power tracker) - Apply DC voltage - Perform the matrix test - Operate inverter. - Apply grid voltage - Check the front panel display - Confirm operational parameters (AC, DC, and power tracker) - Apply DC voltage - Perform the matrix test - Operate inverter - Check the front panel display - Confirm operational parameters (AC, DC, and power tracker) - Apply DC voltage - Perform the matrix test - Operate inverter - Warranty - 6-Months from the date of installation by PRS Field Engineers		2.00	\$2,384.00	\$4,768.00
Refurbished, Xantrex GT250, Matrix Assembly - Material Cost		2.00	\$17,540.82	\$35,081.64
Xantrex GT250, Fan Replacement - Labor Cost				
i) LOTO Inverter; isolate AC and DC sources ii) Remove all power and mounting hardware iii) Remove the fan from the unit iv) Install and wire the new fan to terminal v) Install backplate and hardware vi) Torque hardware to manufacturer specifications vii) Confirm the operation of installed fans				
***Inverter Start-Up and Testing Procedure *** - Inspect the Xantrex GT 250 inverter enclosure - Install new fans - Verify AC and DC voltages - Apply grid voltage				

Created Date 5/22/2026

Quote Number 00003296

- Check the front panel display  
- Confirm operational parameters (AC, DC, and power tracker)  
- Apply DC voltage  
- Perform the matrix test  
- Operate inverter.  
- Apply grid voltage  
- Check the front panel display - Confirm operational parameters (AC, DC and power tracker)  
- Apply DC voltage - Perform the matrix test - Operate inverter  
- Check the front panel display  
- Confirm operational parameters (AC, DC, and power tracker)  
- Apply DC voltage  
- Perform the matrix test  
- Operate inverter

1.00 \$894.00 \$894.00

\*Warranty: 180days from the date of installation by PRS Field Engineers

Xantrex GT250, Fan Kit - Material Cost

- ASSY CAPACITOR FAN GT250, x2  
- FAN 48VDC 105W 1130CFM 280x280x80mm, 70dBA TUBE- AXIAL UL/CSA +60C ROHS, x2  
- FAN 48VDC 45W 591CFM 225x225x80mm 60dBA, TUBE-AXI AL UL/CSA +60C ROHS, x2

1.00 \$6,086.08 \$6,086.08

Xantrex GT250, CCU Board Refurbishment and Replacement - Labor Cost

i) LOTO Inverter; isolate AC and DC sources  
ii) Remove all power and communication harnesses  
iii) Remove the CCU board and prepare for transport  
iv) Receive and inspect the CCU board at the PRS repair facility  
v) Test / Repair / Recondition  
vi) Final testing / QA  
vii) Prepare part for transport to the job site

\*\*\*Inverter Start Up and Testing Procedure\*\*\*

- Inspect the Xantrex GT 250 inverter enclosure  
- Install CCU board  
- Verify AC and DC voltages  
- Apply grid voltage  
- Check the front panel display  
- Confirm operational parameters (AC, DC, and power tracker)  
- Apply DC voltage  
- Perform the matrix test  
- Operate inverter.  
- Apply grid voltage  
- Check the front panel display - Confirm operational parameters (AC, DC, and power tracker)  
- Apply DC voltage - Perform the matrix test - Operate inverter  
- Check the front panel display  
- Confirm operational parameters (AC, DC, and power tracker)  
- Apply DC voltage  
- Perform the matrix test  
- Operate inverter  
- Warranty: 180days from the date of installation by PRS Field Engineers

1.00 \$1,788.00 \$1,788.00

Xantrex GT250, ASSY,CCU2B,GT250KW,TSTD,REFURB, CCU PCBA - Material Cost

1.00 \$7,400.00 \$7,400.00

\*Refurbished, Reconditioned, and Tested

Xantrex GT250, Refurbished Display Assembly

1.00 \$4,579.80 \$4,579.80

\*Refurbished, Reconditioned, and Tested

Xantrex GT250, Refurbished Inrush PCB - Material

1.00 \$1,125.43 \$1,125.43

Created Date 5/22/2026

Quote Number 00003296

*Refurbished/Reconditioned/Tested				
DC Power Supply for Inverter POWER-SUPPLY 48VDC 20A, 340 VAC - 550 VAC		1.00	\$932.39	\$932.39
Xantrex GT250, SPD - ARRESTOR SURGE 600V UL/ CE -40+70C		1.00	\$477.40	\$477.40
50A 700VAC 800VDC - Delta Circuit Semiconductor Fuse - Material Cost		2.00	\$66.77	\$133.54
Estimated Freight Charges		1.00	\$450.00	\$450.00
Engineer Travel Expense		1.00	\$843.64	\$843.64
NWEM-DM-DAST-5YT Device Monitoring, Data Storage and Support Monitoring Start Date: - Per 5 Year	Next Wave, 5 Year Monitoring Plan	1.00	\$1,800.00	\$1,800.00
Solar Monitoring	Cell Modem, 5 Year Service	1.00	\$2,100.00	\$2,100.00
Preventative Maintenance Inspection (PMI): Testing & Inspection Service				
<p>- Inspection and Preventative Maintenance of PV Array, Racking Equipment: Inspect PV modules for signs of damage, degradation, delamination, and soiling; Inspect structural racking support condition and check hardware; Note problems with wire management, wire deterioration, sun damage, and corrosion.</p> <p>- Inspection and Preventative Maintenance of Electrical Equipment and Balance of System: Visually inspect the interior of the AC Disconnects, switchboards, and DC combiner boxes for damage to any internal component such as wire termination points, wire insulation, disconnect switches, fuse holders; Measure string voltage and test fuses at DC combiner boxes; Ensure all cables and wire connections are properly torqued.</p> <p>- Inverter Maintenance: Inspect the interior of the inverter for damage or corrosion on any internal component such as wire termination points, wire insulation, contactors, door gasket material, fuses, bus bars, etc.; Check for bulging or leaking capacitors where visible in the power stage; Clean filters and fans, heat sinks, check electrical connections, and perform preventative maintenance as prescribed by OEM</p> <p>- DAS Monitoring system inspection and testing: calibrate &amp; clean all sensors &amp; cabinets, verify all sensors, voltage, and currents are being reported.</p> <p>- IR scanning: Discover hot spots and loose connections on all inverters, combiner and re-combiner boxes, AC power distribution equipment. (Performed on an as-needed basis).</p> <p>- IV Curve tracing: Open circuit voltage and operating current testing when needed for troubleshooting. (Performed on an as-needed basis).</p>				
PV Module Cleaning w/ Visual Inspection				
<p>Module Cleaning:</p> <p>1) Visual Inspection</p> <p>- Clean leaves, pollen, and dust off modules, if necessary, using a soft, long- handled brush to sweep dirt and debris away.</p> <p>- Check the underside of modules for any loose or frayed wiring and also remove any debris or nests on the top surface.</p> <p>- Inspect the surface of modules for any signs of cracked surfaces, burnt connection boxes, burnt tabbing or burnt cells. On the backside of modules check for any indications of burnt diodes or significant localized discoloration. Place a mark to identify any modules with visible defects.</p> <p>Note: Modules with a broken glass surface or other damage which would affect the electrical integrity are not cleaned. Defective modules should be replaced prior to cleaning.</p> <p>2) General washing of modules</p>	Annual PV Module Cleaning	1.00	\$6,900.00	\$6,900.00

Created Date 5/22/2026

Quote Number 00003296

- A soft cloth, sponge, microfiber brushes or soft brush is typically used for cleaning modules
- The glass surface of the module is cleaned as many times as necessary. We do not use dishwasher detergent, ammonia solution or household glass cleaner. Contact with cables, junction boxes, combiners and other electrical components is avoided.
- The cleaning is finished by rinsing the module surface with an adequate amount of water.

Includes: Rental and Safety Equipment

Grand Total

\$83,059.92

**CUSTOMER MESSAGE & PRE-WORK CUSTOMER SIGNATURE**

Unless otherwise indicated on the quote provided to Buyer, written quotations by Seller shall expire automatically thirty (30) days after the date appearing on the quotation. Prior to the expiration date, any quotation is subject to change by Seller at any time upon written notice to Buyer unless Seller receives and accepts Buyer's order within the aforementioned validity period.

Signed: \_\_\_\_\_

**\*\*Tariffs and Government-Imposed Charges:\*\*** Due to current and potential changes in tariffs, duties, or other government imposed import/export fees, Seller reserves the right to adjust pricing to reflect any such increases that directly impact the cost of goods. Any such tariff-related cost increases will be passed through to the Buyer accordingly.

Printed Name: \_\_\_\_\_

# Inverter Refurbishment Terms & Conditions

See Following Pages



# PHOENIX RENEWABLE SERVICES, INC. (“PRS”)

## ADDENDUM

### TERMS AND CONDITIONS – SALES AND SERVICE

<p><b>1. AGREEMENT &amp; ACCEPTANCE.</b> ALL SALES BY PHOENIX RENEWABLE SERVICES, INC., A CALIFORNIA CORPORATION (“PRS”) OF ANY PARTS (“PARTS”) TO THE PURCHASER (“CUSTOMER”), AND/OR THE SALE OR PROVISION BY PRS TO THE CUSTOMER OF ANY MAINTENANCE SERVICES, TRAINING SESSIONS OR FIELD SERVICES (COLLECTIVELY “SERVICES”) SPECIFIED IN THE ASSOCIATED SALES ORDER, ORDER CONFIRMATION, INVOICE, OR QUOTATION FROM PRS (“ORDER”) SHALL BE EXCLUSIVELY GOVERNED BY THESE TERMS AND CONDITIONS (“TERMS”), except for the item type, quantity, requested delivery dates and location. THESE TERMS TAKE PRECEDENCE OVER CUSTOMER’S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS WHETHER CONTAINED ON A PURCHASE ORDER OR OTHER DOCUMENTATION WHICH PRS HEREBY REJECTS. CUSTOMER’S RIGHT TO THE SALE OF PARTS AND/OR SERVICES BY PRS IS CONTINGENT UPON CUSTOMER’S ACCEPTANCE OF THESE TERMS. ANY CHANGES TO THE TERMS MUST SPECIFICALLY BE AGREED TO IN WRITING EXECUTED BY PRS AND CUSTOMER BEFORE BECOMING BINDING ON EITHER PARTY. PRS EXPRESSLY OBJECTS TO ALL TERMS AND CONDITIONS OF CUSTOMER’S ORDER ADDITIONAL TO OR DIFFERENT FROM THOSE CONTAINED HEREIN. To the extent a conflict or inconsistency exists between these Terms and any document submitted to PRS by Customer, these Terms will control.</p> <p><b>2. WARRANTY.</b> If Customer has purchased PARTS or SERVICES, then this Section 2 shall apply, and the PARTS or SERVICES are protected by PRS’s Warranty as set forth as follows (collectively, the “Warranty”):</p> <p>The Warranty shall only apply within the contiguous United States and Hawaii. For any inverter product PRS repairs or services, PRS warrants that any repaired or replaced PARTS of the inverter product will be free from defects in material and workmanship for TWELVE MONTHS from the date of service (the “Warranty Period”), unless it is determined the PART is damaged due to non-covered cause/(s) of defects or damages OR if such PART has been serviced by anyone other than PRS during such Warranty Period.</p> <p>PRS has sole responsibility in the exercise of its reasonable discretion for determining the cause and nature of a PART defect, and PRS’s determination with regard thereto shall be final, subject to the dispute resolution provisions of these Terms. Customer must notify PRS of any breach of Warranty within the Warranty Period. The exclusive remedy for any breach of Warranty shall be, at PRS’s option, the repair or replacement of such PART with a PART of the same type, or the refund of the purchase price for such PART. When notifying PRS of any PARTS that fail to meet an applicable warranty, Customer shall comply with PRS’s then-current return material procedure.</p>	<p>PRS owns, and Customer hereby assigns to PRS ownership of any part, component, or item removed from an inverter product by PRS during a repair under these terms. The Warranty does not cover the value of lost energy production or costs related to the removal, installation, or troubleshooting of customer electrical systems.</p> <p>Additionally, the Warranty does not cover defects or damage caused by:</p> <ul style="list-style-type: none"> <li>● Shipping or transportation damages</li> <li>● Improper installation or use by CUSTOMER</li> <li>● Water intrusion or exposure of the PART to moisture.</li> <li>● Exposure to unsuitable environmental conditions, including but not limited to damage due to lightning strikes</li> <li>● Corrosion or rust</li> <li>● Unauthorized or abnormal use or operation</li> <li>● Negligence or accidents, including but not limited to lack of maintenance or improper maintenance</li> <li>● Relocation of the commercial inverter from its original installation location</li> <li>● Alteration of equipment without prior approval by PRS</li> <li>● Acts of God, such as earthquake, flood or fire</li> </ul> <p>In the event Customer transfers the PART from one inverter to another inverter or the Customer’s PARTS (including not but limited to the Solar Inverters) have not been maintained exclusively by PRS and have been serviced by other service providers (other than PRS) during the Warranty Period, the warranty will be VOID and forfeited.</p> <p>If Customer’s product requires troubleshooting or service, contact PRS directly at: <a href="mailto:Service@phoenixrs.com">Service@phoenixrs.com</a>; (559) 225-5777.</p> <p>PRS reserves the right to charge for service time expended if an inverter defect is due to any cause not covered by the Warranty. In all cases, PRS reserves the right to inspect the inverter product that is subject to a warranty claim. Customer agrees to provide reasonable access for PRS to conduct such inspection.</p> <p>If an inverter’s direct connectivity that would have enabled PRS to perform remote firmware updates, inverter fault alerts and remote diagnostics, is not present or not working during the Warranty Period, Customer will pay PRS’s then current service fees, which shall include any travel fees and truck roll related expenses, in connection with PRS’ performance of on-site troubleshooting and firmware updates associated with a warranty claim or repair.</p>
<p>Customer will pay freight on PARTS shipped to Customer that are not covered by Warranty. PRS will pay freight on PARTS which are covered by Warranty. PRS owns, and Customer hereby assigns to PRS ownership of, any part, component, or item removed from an inverter product by PRS under these Terms for any reason. PRS may, at its discretion, use new and/or reconditioned parts in performing warranty repair and in building replacement parts. PRS reserves the</p>	<p>reasonably requested by the disclosing party with respect to Confidential Information. Upon a disclosing party’s request, the receiving party will return to the disclosing party all documents containing the disclosing party’s Confidential Information and retain no copies thereof. The parties agree that their obligation to protect Confidential Information shall be ongoing and shall not cease upon completion or termination of these Terms. includes technician travel to the Customer’s site as well as shipment of parts.</p>



right to use PARTS of original or improved design in the repair or replacement.

PRS warrants that the Services will be performed in a workmanlike manner. Customer's exclusive remedy for a breach of this Warranty is for PRS to re-perform the Services at no extra charge. Customer must notify PRS of any breach of this warranty within 30 days of the date of the provision of the defective Services.

**3. DISCLAIMER OF WARRANTY.** The express warranties in Section 2 ABOVE are made in lieu of any and all other warranties, express or implied. PRS does not make, and hereby disclaims, all warranties and conditions including without limitation the IMPLIED WARRANTIES of MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, title or non-infringement of third party rights. NO WARRANTIES ARE MADE BY ANY OF PRS' LICENSORS OR SUPPLIERS. No agent, representative or employee of PRS has any authority to make any representations or warranties on behalf of PRS.

**4. LIMITATION OF LIABILITY.** PRS' TOTAL LIABILITY ARISING FROM THE PARTS AND/OR SERVICES, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHERWISE, WILL BE LIMITED TO THE AMOUNT CUSTOMER PAID FOR THE PARTS AND/OR SERVICES FOR WHICH LOSSES OR DAMAGES ARE CLAIMED. THE RIGHTS AND REMEDIES OF CUSTOMER SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES FOR ANY CLAIM WHATSOEVER HEREUNDER AND ALL OTHER RIGHTS AND REMEDIES ARE EXPRESSLY WAIVED BY CUSTOMER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE PARTS AND/OR SERVICES, REGARDLESS OF WHETHER PRS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ARISING OUT OF DESIGN OR MANUFACTURING DEFECT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, DEFAULT, INDEMNITY OR ANY OTHER REASON OR LEGAL THEORY ARISING OUT OF THE USE OR HANDLING OF ITS PARTS OR ITS PERFORMANCE UNDER THESE TERMS. NO ACTION RELATING TO THE PARTS AND/OR SERVICES MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE MONTHS AFTER DELIVERY OF THE PARTS OR COMPLETION OF THE SERVICES. PRS DISCLAIMS ALL LIABILITY OF ANY KIND OF PRS' SUPPLIERS AND LICENSORS.

**5. CONFIDENTIAL INFORMATION.** The parties may provide confidential or proprietary information to the other in connection with the PARTS ("Confidential Information"). The parties agree that Confidential Information shall include all information which a party knows or reasonably should know is confidential. Confidential Information shall remain the exclusive property of the discloser of the Confidential Information and the receiving party agrees not to disclose Confidential Information to any third-party and will preserve and protect the confidentiality of Confidential Information by using at least the same reasonable care that the receiving party uses to protect its own Confidential Information and the receiving party will take all other acts

**6. USE OF PARTS.** Customer shall indemnify PRS against all claims, losses, damage, injury, or other liability arising out of or related to the use of the PARTS, whether sold separately or incorporated into any of the Customer's products or services. Limitations on Use.

Customer agrees not to use PARTS for any Ultra-hazardous Uses. Customer agrees that PRS shall not be liable for any claims, losses, costs or liabilities arising from such Ultra-hazardous Uses if Customer or its distributors or buyers use the PART(s) for such applications. Without limiting the generality of the foregoing, Buyer agrees to indemnify and hold PRS harmless from any claims, losses, costs, and liabilities arising out of or in connection with the use of the PART(s) in any such applications. Customer agrees to incorporate the foregoing restriction in all contracts or sale documents under which Customer sells the PARTS or a device incorporating the PARTS to Customer's buyers.

**7. DELIVERY OF PARTS; TITLE.** Delivery dates are estimates; PRS will use commercially reasonable efforts to meet desired delivery dates, but will not be liable to Customer for any late shipment or late completion. Delivery requests not conforming to PRS's current lead times are subject to expedited fees. PRS shall not be responsible for any delays caused by strike, flood, fire, act of God, scarcity of the materials needed to produce the or complete the Services, governmental restrictions, or any other cause beyond the reasonable control of PRS. Title to PARTS passes to Customer when PARTS are placed in the hands of the carrier for shipment to Customer. The PARTS are deemed accepted upon receipt by Customer.

**8. CANCELLATION/RESCHEDULE/CHANGES.** Any order cancellation, change request, or reschedule request must be in writing. Orders for parts with production lead times over 60 days may not be cancelled. If PRS accepts an order cancellation

**9. SPECIAL ORDERS.** Customer acknowledges that if this purchase involves a special order for custom goods, the provisions of this paragraph shall supersede any conflicting general terms of these Terms. Customer agrees to defend, protect, and hold harmless PRS against all suits at law or in equity and from any and all damages, claims, and demands for personal injury or actual or alleged infringement of any United States or foreign intellectual property right and to defend any suit or actions which may be brought against PRS for such injury and/or any alleged infringement because of the manufacture and/or sale of the custom good. Customer will describe any specially ordered customer goods in the purchase order at or before the time that their manufacture or assembly commences.

# Exhibit A: O&M Pricing

<b>System Specifications</b>	
<b>Aggregated System Size (kW-DC &amp; kW-AC): Vacaville &amp; Vallejo (2) GT250 Inverters respectively + SPR-H Modules</b>	550 kW-DC; 500 MW-AC
<b>Inverters &amp; Modules</b>	See Project Sites Page
<b>Racking/ Configuration</b>	See Project Sites Page

<b>Annual Full Protection O&amp;M Plan</b>	
Full Protection O&M Plan, see Exhibit B. Inclusive of One Annual Preventative Maintenance Inspection (PMI)	\$7,700 Annually
12-month Extended Warranty on Refurbished Inverter Engine Components (see warranty terms and conditions for additional information).	Included
Module Cleaning: Inclusive of 1X per year. May also be added as-needed.	\$6,900
<b>TOTAL O&amp;M SERVICES</b>	<b>\$14,600 Annually</b>

<b>Reactive/ Unscheduled Maintenance (As-Needed)</b>	
Field Service Technician Hourly Rate (2-Hour Minimum)	\$179/ Hour
Field Service Engineer/ Network Engineer (2-Hour Minimum)	\$195/ Hour
Truck Roll Fee	\$250

# Exhibit B: Scope of Work

<p><b>Technical Services (Daily &amp; Ongoing)</b></p>	<ul style="list-style-type: none"> <li>• <b>24/7 Performance Monitoring and Diagnostics:</b> Actively analyzing overall system performance and production metrics. Monitoring and troubleshooting for critical alarms, alerts, data anomalies, under-production from inverter faults, PV module string failures, cleared AC and DC fuses, tripped breakers, etc. Third party monitoring subscription cost is not included but managed (i.e., configuring, billing, maintenance, etc.) by PRS.</li> <li>• <b>Performance and Maintenance Reporting:</b> Quarterly system performance reports and detailed maintenance service visit assessments.</li> <li>• <b>Warranty Enforcement &amp; Spare Parts Management:</b> Enforce and administer critical equipment and EPC workmanship and warranties; Customized spare parts recommendation, storage, handling.</li> </ul>
<p><b>Preventative Maintenance Inspection (PMI): Testing &amp; Inspection Service (One Annual PMI)</b></p>	<ul style="list-style-type: none"> <li>• <b>Inspection and Preventative Maintenance of PV Array, Racking Equipment:</b> Inspect PV modules for signs of damage, degradation, delamination, soiling; Inspect structural racking support condition and check hardware; Note problems with wire management, wire deterioration, sun damage, corrosion.</li> <li>• <b>Inspection and Preventative Maintenance of Electrical Equipment and Balance of System:</b> Visually inspect the interior of the AC Disconnects, switch boards, and DC combiner boxes for damage to any internal component such as wire termination points, wire insulation, disconnect switches, fuse holders; Measure string voltage and test fuses at DC combiner boxes; Ensure all cables and wire connections are properly torqued.</li> <li>• <b>Inverter Maintenance:</b> Inspect the interior of the inverter for damage or corrosion on any internal component such as wire termination points, wire insulation, contactors, door gasket material, fuses, bus bars, etc.; Check for bulging or leaking capacitors where visible in the power stage; Clean filters and fans, heat sinks, check electrical connections, and perform preventative maintenance as prescribed by OEM</li> <li>• <b>DAS Monitoring system inspection and testing:</b> calibrate &amp; clean all sensors &amp; cabinets, verify all sensors, voltage, and currents are being reported.</li> <li>• <b>IR scanning:</b> Discover hot spots and loose connections on all inverters, combiner and re-combiner boxes, AC power distribution equipment. (Performed on an as-needed basis).</li> <li>• <b>IV Curve tracing:</b> Open circuit voltage and operating current testing when needed for troubleshooting. (Performed on an as-needed basis).</li> </ul>
<p><b>Unscheduled, Reactive Service Calls (As-Needed)</b></p>	<p>Phoenix technicians will alert, identify, and perform <b>Unscheduled, Reactive Service</b> calls to respond to site outages, inverter outages, and communication system outages. PRS employs two groups of Field Support Team: Field Service Engineers and Field Service Technicians. Depending on the skill set required for the task, a designated Field Service Person will respond to site outages, inverter outages, and communication system outages. (Applicable hourly rates and truck roll fees will apply)</p>
<p><b>PV Module Deep Cleaning (One Annual)</b></p>	<p>Phoenix's <b>in-house PV module cleaning team</b> will perform deep PV module cleaning. We adhere to all manufacturer's guidelines at a minimum and follow all site-specific rules and regulations.</p>

# Asset Onboarding Steps



- ① **Monitoring Platform Access**
- ② **As-Built/ Engineering Drawings**
- ③ **Site Access Logistics & Coordination**
- ④ **Confirm Status Meeting Cadence & Production Tracker Velocity**
- ⑤ **Safety Onboarding**
- ⑥ **Project/ Fleet Kick-Off**



## Contact Us



**Web**

[phoenixrs.com](http://phoenixrs.com)



**Phone**

*(559) 225-5777*



**E-mail**

[service@phoenixrs.com](mailto:service@phoenixrs.com)



**Address**

1946 Kellogg Avenue, Carlsbad, CA 92008

1520 W. Main Street, Merced, CA 95340

6020 E. Brown Road, #106, Mesa, AZ 85205

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_

TO: \_\_\_\_\_  
("Contractor")

ADDRESS: \_\_\_\_\_

PROJECT: **Vacaville Center and Vallejo Center Solar PV System Repair Project**

PROJECT/CONTRACT between the Solano Community College District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 20\_\_. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is \_\_\_\_\_, 20\_\_.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, address, telephone number, email address, facsimile number, California State Contractors License number, license classification, Department of Industrial Relations registration number, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

SOLANO COMMUNITY COLLEGE DISTRICT

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT



**PREVAILING WAGE CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, the labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

## **DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: **Vacaville Center and Vallejo Center Solar PV System Repair Project** between the Solano Community College District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and community college district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including on campus.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT/CONTRACT NO.: **Vacaville Center and Vallejo Center Solar PV System Repair Project** between the Solano Community College District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350, et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: \_\_\_\_\_  
Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

END OF DOCUMENT

## **LEAD-PRODUCT(S) CERTIFICATION**

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of

Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**PERFORMANCE BOND**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Solano Community College District, ("District") and \_\_\_\_\_ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Vacaville Center and Vallejo Center Solar PV System Repair Project**

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains.

Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone No. of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Solano Community College District, (or "District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Vacaville Center and Vallejo Center Solar PV System Repair Project**

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone No. of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT