

STANDARD OFFER FOR FEED-IN TARIFF+ SELF-GENERATION AND
BATTERY ENERGY STORAGE SYSTEM (BESS)
INTERCONNECTION AGREEMENT

BETWEEN

(INTERCONNECTION CUSTOMER)

AND

CITY OF LOS ANGELES
ACTING BY AND THROUGH
THE DEPARTMENT OF WATER AND POWER

Project Location

LADWP NO. _____

Project Name:

This Agreement is made and entered into by and among

CITY OF LOS ANGELES
ACTING BY AND THROUGH THE
DEPARTMENT OF WATER AND POWER (LADWP)

AND

an LADWP customer (Customer).

LADWP and Customer are sometimes referred to singularly as "Party" and collectively as "Parties".
The Parties agree as follows:

1. RECITALS: This Agreement is made with reference to the following facts, among others:

- 1.1. Customer is currently purchasing retail Electric Service from LADWP, or shall establish a retail Electric Service account, at the Customer's Site Location:

Electric Service at this location will be provided pursuant to the terms and conditions of the applicable Rate Ordinance(s) or rate contract(s).

- 1.2. Customer currently has, or intends to design, construct, own, operate, and maintain, at Customer's complete risk and expense, a solar photovoltaic (PV) system and Battery Energy Storage System (BESS), collectively the Facility, of the selected type(s) to operate with LADWP's Electric System at Customer's Site Location (check applicable box(es)). The Facility is described in more detail in Exhibit A of this document.

If it is deemed necessary by LADWP to do so after evaluating the Facility specifications, LADWP will design, construct, own, operate, and maintain an LADWP Facility and make any necessary modifications to LADWP's Electric System for the intended safe operation of the Facility with LADWP's Electric System. Customer agrees to reimburse LADWP for all actual costs (direct and indirect) incurred in performing such work. If the LADWP Facility is constructed, a description of the LADWP Facility will be attached to Exhibit B of this Agreement after such construction.

- 1.3. Customer shall be the person or entity whose LADWP electric service account is associated with the billing meter interconnected to the Facility.

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- 1.4. The interconnection subject to this Agreement shall not be utilized to access wholesale electric markets or to make sales of electric power to anyone other than LADWP. LADWP may direct the flow of Excess Energy at its sole discretion.

2. DEFINITIONS: The definitions, terms, conditions, and requirements provided in the applicable Rate Ordinance(s) or rate contract(s), the Electric Service Requirements, the Competitive Offer Power Purchase Agreement, and the Rules are incorporated in and made a part of this Agreement by this reference. The following additional terms, when initially capitalized, whether in the singular or plural tense, shall mean:

- 2.1. **Agreement:** This Standard Offer for Feed-In Tariff+ Self-Generation and Battery Energy Storage System Interconnection Agreement
- 2.2. **Authorized Representative:** A representative of a Party who is authorized to act on such Party's behalf with respect to the matters contained in this Agreement, provided that such representative shall have no authority to alter, modify, or delete any of the provisions of this Agreement. Customer and LADWP's Director of Clean Grid L.A. - Strategy (CGLAS) Division shall each designate, by written notice(s) to the other(s), an Authorized Representative.
- 2.3. **Battery Energy Storage System (BESS):** As described in Exhibit A of this Agreement.
- 2.4. **BESS Capacity:** The rated capacity in kilowatts alternating current of the Battery Energy Storage System at the Point of Delivery.
- 2.5. **Capacity:** The total discharge capacity of the Facility in kilowatts alternating current, at the Point of Delivery.
- 2.6. **CEC-AC:** The solar PV system alternating current rating based upon the product of the Photovoltaics for Utility Scale Applications (PVUSA) Test Conditions rating of the module, module quantity, and the inverter efficiency.
- 2.7. **Competitive Offer Power Purchase Agreement (COPPA):** The Competitive Offer Power Purchase Agreement between the LADWP and Customer, relating to the Feed-in Tariff Plus Pilot Program project at the Customer's Site Location, as may be amended, supplemented or otherwise modified from time to time.
- 2.8. **Customer:** The LADWP customer or Feed-In Tariff+ applicant required to establish a customer account for the project at the Customer's Site Location.
- 2.9. **Customer Submittal Package:** The information to be provided by Customer as listed in Subsection 3.6 of this Agreement.
- 2.10. **Customer's Site Location:** The location described in Subsection 1.1 of this Agreement.
- 2.11. **Electric Service:** As defined in the Rules.

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- 2.12. **Electric Service Requirements:** Requirements prescribed in writing by LADWP in effect at the time this Agreement is executed, and all revisions thereto or replacements thereof, which are necessary and proper for the regulation of any electric service installed, operated, and maintained within the City of Los Angeles. The Electric Service Requirements shall be in conformance with the Charter of the City of Los Angeles and the Rules.
- 2.13. **Emergency Condition:** A condition or situation: (1) that in good faith judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of LADWP, is imminently likely (as determined in the sole judgment of LADWP) to cause a material adverse effect on the security of, or damage to, the LADWP interconnection facilities or the electric systems of LADWP or others to which the electric system of LADWP is directly connected; or (3) that, in the case of Customer, is imminently likely (as determined in a non-discriminatory manner in good faith) to cause a material adverse effect on the security of, or damage to, the Generation Facility. System restoration and LADWP's black start shall be considered Emergency Conditions.
- 2.14. **Facility:** All of Customer's electrical and mechanical equipment described in Exhibit A and as described in Subsection 1.2 of this Agreement that is associated with the generation and discharge of electricity at Customer's Site Location.
- 2.15. **Generation Facility:** Another term for Facility, which has the same meaning as Facility and may be used interchangeably with Facility from time to time.
- 2.16. **In-Service Date:** The date of initial interconnection of the Customer's Facility to LADWP's Electric System.
- 2.17. **Interconnection Costs:** All reasonable costs, as determined by LADWP in accordance with Prudent Utility Practices, including, but not limited to, planning, engineering, design, supervision, material procurement, construction, quality assurance, inspection, testing, metering, maintenance, negotiation, contract administration, protection, expediting, accounting, budgeting, and other activities reasonably necessary for the interconnection and intended safe Parallel operation of the Facility with LADWP's Electric System.
- 2.18. **LADWP's Electric System:** LADWP's 4.8 kV distribution systems.
- 2.19. **LADWP Facility:** Electrical and mechanical equipment required and installed, owned, operated, and maintained by LADWP for the intended safe Parallel operation of the Facility. This equipment, further described in Exhibit B and Exhibit D of this Agreement, is deemed by LADWP to be appurtenant and/or incidental to the Facility and will be located at the site of the Facility.
- 2.20. **Laws:** All applicable statutes, ordinances, rules, orders, regulations and codes of the City of Los Angeles, the State of California, and/or Federal governmental authorities having jurisdiction, including, but not limited to, the Charter of the City of Los Angeles as amended.

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- 2.21. Normal Operation: Operations mode where PV Solar and BESS energy is exported directly to LADWP's electric grid.
 - 2.22. Parallel: Interconnecting and operating "in parallel" with LADWP's Electric System for longer than one second.
 - 2.23. Peak Shaving Operations: The transition to an alternative operations mode that allows the Facility to reduce demand from the LADWP grid by offsetting some of the energy load at the Customer's Site Location, including, but not limited to, peak electric load in accordance with the FIT+ Pilot Program Guidelines.
 - 2.24. Point of Delivery (POD): The location where the Facility's wiring terminates and electrical energy is required to be delivered to LADWP by the Customer. At the POD, the Customer's wires are connected to LADWP equipment and conductors.
 - 2.25. Prudent Utility Practices: Those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency, and economy.
 - 2.26. Rate Ordinance: An ordinance, in accordance with City of Los Angeles Charter Subsection 676(a) or any amendments to or replacements of that subsection, approving the rates fixed by the Board of Water and Power Commissioners of the City of Los Angeles (Board) for electric energy or surplus energy.
 - 2.27. Resiliency Operations: The transition into an emergency mode that allows the Facility to provide backup power to loads at the Customer's Site Location during a planned or unplanned LADWP outage.
 - 2.28. Rules: The Rules Governing Water and Electric Service in the City of Los Angeles adopted by the Board under Resolution No. 56, dated September 8, 1983, and all amendments, revisions, and replacements thereof.
 - 2.29. Service Point: The point of interconnection between Customer's Facility and the LADWP Electric System. If, as of the date when Customer executes this Agreement, LADWP is already using any meter(s) for Customer's FIT+ account at the Customer's Site Location, such meter(s) are described in Exhibit C.
3. **AGREEMENT:** In consideration of the terms and conditions contained herein and the mutual benefit to be derived by this Agreement, the Parties further agree as follows:
- 3.1. Customer shall purchase electric service at Customer's Site Location, as needed, solely from LADWP according to the terms and conditions of the applicable Rate Ordinance(s) or rate contract(s).

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- 3.2. Customer shall pay LADWP for all costs associated with the interconnection and intended safe Parallel operation of the Generation Facility in accordance with the terms and conditions contained herein.
- 3.3. Customer agrees to accept electric service and supply from LADWP subject to the conditions of supply as provided by LADWP at Customer's Site Location. LADWP will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of Electric Service to Customer's Site Location, and to avoid any shortage or interruption of delivery. LADWP cannot, and does not, however, guarantee a continuous or sufficient supply of electrical current, or freedom from fluctuations of voltage, interruption of service, or shortage or insufficiency of supply.
- 3.4. Customer agrees to fully and completely hold harmless and release the City of Los Angeles, LADWP, their boards, officers, agents, employees, assigns, successors-in-interest, contractors, and sub-contractors from any equitable, tort, or statutory causes of action arising from the supply of electric service to Customer's Site Location, including, but not limited to, those due to electric voltage, fluctuations of voltage, interruptions of service for any reason or duration, shortage or insufficiency of supply, and negligence. Neither LADWP nor Customer shall be liable under any legal theory, including indemnity, warranty, contract, strict liability, or any other theory of liability, for any consequential, special, indirect or incidental damages, including, but not limited to, loss of profit, loss of use, cost of capital, or replacement power. LADWP will not be liable to Customer for interruption, shortage, or insufficiency of supply to Customer's Site Location caused by LADWP's ordinary negligence, the negligence of others, or any cause beyond LADWP's control, or the ordinary negligence of LADWP's employees, servants, or agents. Furthermore, to the extent of liabilities expressly assumed by Customer hereunder, Customer shall provide a complete waiver of subrogation rights in favor of LADWP from all insurance carriers providing coverage to Customer.
- 3.5. The Facility shall not be operated in Parallel with LADWP's Electric System until LADWP has completed an inspection of the Facility and authorized connection thereof to LADWP's Electric System.

4. RESPONSIBILITIES OF THE CUSTOMER:

- 4.1. Customer shall own and operate, at Customer's complete risk and expense, the Facility in compliance with the Laws, Rate Ordinances, Electric Service Requirements, Prudent Utility Practices, and manufacturers' requirements applicable to ownership and operation of the Facility. A person or entity acting on Customer's behalf may operate and maintain the Facility in compliance with this Agreement and the Laws, Rate Ordinances, Electric Service Requirements, Prudent Utility Practices, and manufacturers' requirements applicable to ownership and operation of the Facility. Meeting this requirement shall not relieve Customer of its obligations under this Agreement.
- 4.2. When Customer has executed the Agreement and submits it to LADWP for LADWP's execution, Customer shall also submit the following information:

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- Electrical plans including load schedules and single-line diagrams; and
 - Plot and Customer's Site Location development plan(s) showing generator, disconnect, and metering equipment locations and LADWP access to generator, disconnect, and metering equipment locations; and
 - Energy Source Information:
 - 1) Maximum kilowatt rating
 - 2) Nominal voltage output
 - 3) Voltage regulation
 - 4) Maximum fault current contribution; and
 - Protective system information:
 - 1) Protective system plan
 - 2) Manufacturer's data sheets and maintenance requirements for protective equipment; and
 - Any additional information required by LADWP.
- 4.3. The single-line diagrams required from Customer shall be attached as part of Exhibit A of this Agreement.
- 4.4. All documents described in Subsection 4.2 shall be maintained and updated by Customer during the term of this Agreement, and such updates shall be provided to LADWP upon request.
- 4.5. If the LADWP Facility is modified or constructed, a written description of the LADWP Facility will be attached as Exhibit D of this Agreement after construction.
- 4.6. Review by LADWP of Customer's original specifications or of any changes or modifications to those specifications shall not be construed as confirming or endorsing the design or as implying any warranty of safety or durability of the Generation Facility.
- 4.7. LADWP shall not, by reason of review or failure to review, be responsible for strength, quality, details of design, operation and maintenance practices, adequacy, or capacity of the Facility or its constituent equipment, nor shall LADWP's acceptance be deemed to be an LADWP approval or endorsement of the Facility or any other connected equipment of Customer. LADWP shall not be responsible for specified or expected Facility performance, service, warranty, or other guarantees. LADWP provides no guarantees of reliable function of Facility during a grid outage.
- 4.8. Within thirty (30) calendar days following the In-Service Date or at a date mutually agreed to between the Authorized Representatives, Customer shall submit in writing to LADWP's Authorized Representative that the Generation Facility meets the standards set forth in the applicable Electric Service Requirements.

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- 4.9. Customer shall operate and maintain the Generation Facility in accordance with the applicable Electric Service Requirements, Prudent Utility Practices, and this Agreement.
- 4.10. Customer shall not energize, at any time, a de-energized portion of LADWP's electric system without express written permission from LADWP's Authorized Representative.
- 4.11. The Parties recognize that, from time to time, certain improvements, additions, or other changes in the interconnection and protection equipment at the Generation Facility or elsewhere at Customer's Site Location may be required for the intended safe parallel operation of the Generation Facility with LADWP's electric system. Such improvements, additions, or other changes shall be in accordance with applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices. LADWP shall have the right to require Customer to make those changes upon reasonable advance written notice from LADWP's Authorized Representative.
- 4.12. Failure of Customer to comply with Subsection 4.11 within a reasonable period of time after receipt of such written notice as provided in Subsection 4.11 may result in the Generation Facility being disconnected from LADWP's electric system pursuant to Section 7.

5. RESPONSIBILITIES OF LADWP:

- 5.1. LADWP shall be the sole provider of electric service required by Customer at Customer's Site Location, provided, however, that Customer shall be entitled to utilize and consume the electric energy produced and stored by Facility in accordance with the Laws, Rate Ordinances, Rules, Electric Service Requirements, COPPA, and this Agreement. LADWP shall not be required to provide any electric service that would not comply with the Laws, Rate Ordinances, Rules, Electric Service Requirements, and this Agreement.
- 5.2. If it is deemed necessary by LADWP to do so after evaluating any improvements, additions, or other changes to the Generation Facility's plans, LADWP will design, construct, own, operate, and maintain an LADWP Facility and make any necessary modifications to LADWP's electric system for the intended safe operation of the Generation Facility in parallel with LADWP's electric system, consistent with applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices.
- 5.3. LADWP reserves the right to make measurements or other tests on the Generation Facility, from time to time, as specified in the Electric Service Requirements, subject to Section 11. If the measurements or tests determine that the Generation Facility does not meet the specifications of the Electric Service Requirements, LADWP will require Customer to disconnect the Generation Facility from LADWP's electric system pursuant to Section 7. Customer shall make, or cause to be made, the appropriate changes to the Generation Facility before reconnection to LADWP's electric system.
- 5.4. The Parties recognize that, from time to time, certain improvements, additions, or other changes in LADWP's electric system may be required for the intended safe parallel

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operation of the Generation Facility. Such improvements, additions, or other changes will be in accordance with Prudent Utility Practices. LADWP shall have the right to make those changes upon reasonable advance written notice from LADWP's Authorized Representative to Customer. LADWP shall bill Customer for such improvements, additions, or other changes in accordance with Section 8 of this Agreement.

- 5.5. LADWP shall bill Customer for the actual costs to perform work incurred in the implementation of this Agreement pursuant to Subsections 1.2, 3.2, 5.2, 5.4, 6.2, and Section 8 of this Agreement.

6. METERING:

- 6.1. Meter(s) that are already being used by LADWP for Customer's account at Customer's Site Location as of the date when Customer executes this Agreement are:

- 6.2. LADWP shall install, at Customer's complete expense, metering equipment and recorders at the Service Point and at the output point of the Generation Facility to measure electric energy and other electric parameters, as deemed appropriate by LADWP. LADWP-installed metering equipment and recorders shall be independent from and not connected to the generation or storage control systems.
- 6.3. Installation, operation, and responsibility for protective equipment shall be as set forth in the Electric Service Requirements. This includes installation by LADWP of telemetering equipment, at Customer's complete expense, for Parallel Self Generation Facilities and BESS as required by the LADWP Electric Service Requirements.
- 6.4. On the In-Service Date, the demand, as recorded by LADWP's revenue meters at the Service Point, shall be reset to zero for billing purposes. Any demand incurred after the In-Service Date shall be used to determine the amount of the demand charges described in the applicable Rate Ordinance(s) or rate contract(s).
- 6.5. LADWP meters shall be sealed with LADWP seals only. The seals shall not be broken except when the meters are inspected, tested, or adjusted by LADWP. LADWP shall test the meters, at its own expense, in accordance with its routine practice and the Rules.
- 6.6. Customer may request testing of meters prior to their normally scheduled test dates, and LADWP shall test the meters upon request within a reasonable time. Customer shall be given reasonable notice to have a representative present at the time of meter testing. Customer shall pay for the cost of the requested meter testing if the meters are found to be within the tolerances specified within the Rules.
- 6.7. Disputes concerning alleged meter discrepancies shall be resolved in accordance with applicable Laws, Rate Ordinance(s), rate contract(s), and the Rules.

7. DISCONNECTION OF THE FACILITY:

- 7.1. The Parties recognize that, from time to time, certain improvements, additions, or other changes to the interconnection and protection equipment at the Facility or elsewhere at

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Customer's Site Location may be required for the intended safe Parallel operation of the Generation Facility with LADWP's Electric System. Such improvements, additions, or other changes shall be in accordance with applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices. LADWP shall have the right to require Customer to make those changes upon reasonable advance notice from LADWP's Authorized Representative. Failure of Customer to comply within a reasonable period of time after receipt of such written notice may result in the Generation Facility being disconnected from LADWP's Electric System.

- 7.2. The Parties recognize that, from time to time, certain Improvements, additions, or other changes to LADWP's Electric System may be required for the intended safe Parallel operation of the Generation Facility. LADWP shall have the right to make those changes in accordance with Prudent Utility Practices and with reasonable advance notice to Customer. LADWP shall bill Customer for such improvements, additions, or other changes in accordance with this Agreement.
- 7.3. LADWP shall require Customer to disconnect the Generation Facility from LADWP's Electric System if Customer does not comply with the covenants of this Agreement and applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, or Rules. Unless Subsection 5.4 applies, LADWP's Authorized Representative shall provide Customer with thirty (30) calendar days' written notice of such intent and identify the issue(s) of non-compliance before LADWP may disconnect the Generation Facility. If Customer determines that any such issue(s) cannot be cured within thirty (30) days, Customer shall so notify LADWP with written notice within thirty (30) days of receiving LADWP's written notice. Customer's written notice shall contain a statement of the reasons why the issue(s) cannot be cured or complied with within thirty (30) days, and Customer will provide an estimated schedule for curing the non-compliance. Upon receipt of such written notification from Customer, LADWP's Authorized Representative, at their sole discretion, may establish, after consultation with Customer, a new date to achieve compliance. If Customer cures the non-compliance issue(s) by the established date to achieve compliance, then LADWP will take no further action regarding that issue of non-compliance.
- 7.4. In accordance with procedures established in the Electric Service Requirements, LADWP shall require Customer to disconnect the Generation Facility immediately from LADWP's Electric System upon the occurrence of an Emergency Condition involving the Generation Facility. In addition, LADWP shall require Customer to disconnect the Generation Facility immediately from LADWP's Electric System (i) to allow LADWP to repair, replace, or maintain any equipment associated with LADWP's Electric System or (ii) if conditions on LADWP's Electric System require a reduction of Parallel generation for LADWP Power System reliability purposes.
- 7.5. Each Party shall endeavor to correct the condition on its respective electric system or equipment that resulted in the separation and shall coordinate reconnection of the Generation Facility for Parallel operation.
- 7.6. LADWP shall provide for reconnection of the Generation Facility to LADWP's Electric System when reasonable to do so in accordance with applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices.
- 7.7. LADWP shall not be liable to Customer or any person or entity acting on Customer's behalf, including, but not limited to, any agent, designee, contractor, or lessee, for damages (of any type or nature whatsoever) resulting from the connection or disconnection of the Generation Facility from LADWP's Electric System.

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- 7.8. LADWP may, and without any liability therefor, and without prior notice, interrupt Electric Service to Customer's Site Location in the event of an Emergency Condition. In such a case, LADWP may apportion its available supply of electricity among all customers and in a manner that appears to it most equitable under the prevailing circumstances and conditions. The restoration of interrupted electrical service to Customer's Site Location, in such a case, will be performed by LADWP as rapidly as practicable and in the manner which, in the opinion of LADWP, will result in the greatest overall public benefit.
- 7.9. In the event of a planned or unplanned LADWP grid outage, the Customer may conduct Resiliency Operations in accordance with the COPPA and FIT+ Pilot Program Guidelines.

8. INTERCONNECTION BILLING DETERMINANTS:

- 8.1. This Section 8 shall apply (i) if, after initial review of the Generation Facility plans and specifications or after review of any proposed improvements, additions, or other changes to the Generation Facility plans and specifications, LADWP determines that an LADWP Facility must be constructed or modifications must be made to LADWP's Electric System for the intended safe operation of the Generation Facility in Parallel with LADWP's Electric System, or (ii) LADWP otherwise determines that modifications must be made to LADWP's Electric System for the intended safe operation of the Generation Facility in Parallel with LADWP's Electric System.
- 8.2. For each detailed cost estimate and detailed design for the LADWP Facility and modifications to LADWP's Electric System, LADWP shall bill Customer a nonrefundable amount equal to seven percent (7%) of the preliminary estimate of the Interconnection Costs. The estimate made shall be based on Generation Facility specifications, pursuant to Subsection 4.2. Upon receipt of the nonrefundable amount, LADWP shall prepare a detailed cost estimate and a detailed design in a timely manner.
- 8.3. LADWP shall bill Customer for the amount of the Interconnection Costs based on the detailed cost estimate, less the amount previously advanced pursuant to Subsection 8.2.
- 8.4. Upon receipt of the necessary funds, LADWP shall proceed with the LADWP Facility and any necessary modifications to the electric system for the intended safe Parallel operation of the Generation Facility.
- 8.5. If it is determined, at the completion of the LADWP Facility, that Customer has advanced funds which are greater or less than the actual Interconnection Costs, LADWP's Authorized Representative shall make the appropriate adjustments within ninety (90) calendar days after the in-service date of the new or modified LADWP Facility. Payment shall be made within thirty (30) calendar days thereafter.
- 8.6. If it is determined, pursuant to Subsection 1.2 or 5.2 of this Agreement, that LADWP must make improvements, additions, or other changes to either the LADWP Facility or to LADWP's Electric System, LADWP shall bill Customer for all costs incurred for such improvements, additions, or other changes.

9. ELECTRIC SERVICE BILLING DETERMINATIONS: LADWP shall bill Customer for Electric Service after the end of each billing period. The bill shall be calculated using the applicable rate(s) in the appropriate rate schedule(s) in the applicable Rate Ordinance(s) or rate contract(s) and recorded

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billing data that shall consist of metered values deemed required by LADWP. The recorded billing data shall be obtained from LADWP revenue meters and recorders.

10. BILLINGS AND PAYMENTS

10.1. Billings and payments pursuant to Section 8, Interconnection Billing Determinants, shall be transmitted to the following addresses:

- If to LADWP:

Department of Water and Power of the City of Los Angeles
PO Box 30870, Room 434
Los Angeles, California 90030-0870
Attention: General Accounting

- If to Customer:

10.2. Billing and payments pursuant to Section 6, Metering, and Section 9, Electric Service Billing Determinations, shall be transmitted to the following addresses:

- If to LADWP:

Department of Water and Power of the City of Los Angeles
PO Box 51111
Los Angeles, California 90051-5700
Attention: Accounts Receivable

- If to Customer:

10.3. Each Party may change, by written notice to the other Parties, the name or address of the person to receive invoices or payments pursuant to this Agreement.

10.4. All bills for Electric Service, except as provided otherwise in this Agreement, are due and payable by Customer upon presentation. Payment shall be made in accordance with the Rules.

10.5. If the correctness of any bill for Electric Service, or any part thereof, or if the correctness of other charges or practices of LADWP is disputed by Customer, LADWP shall conduct an investigation in accordance with the Rules.

11. INGRESS AND EGRESS:

11.1. LADWP shall have, at all times, the right of ingress to and egress from Customer's premises for the following reasons:

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- 1) Any purpose related to furnishing or receiving electric energy, including, but not limited to, inspection and maintenance; or
 - 2) In order to exercise any and all rights secured to LADWP by Law, this Agreement, the Electric Service Requirements, or the Rules.
- 11.2. While on Customer's premises, LADWP shall abide by Customer's safety rules and regulations.
- 12. INDEMNIFICATION:** Customer undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP, and their boards, officers, agents, employees, assigns, representatives, successors-in-interest, contractors, and subcontractors, and, at the option of LADWP, defend the same, from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury, or personal injury to any person, including Customer's employees and agents, or damage or destruction to, or loss of use of, any property of either party hereto or third persons, in any manner arising by reason of or incident to this Agreement, including, but not limited to, disposal and/or recycling of the Facility, except for those resulting from the sole negligence or willful misconduct of LADWP.
- 13. ADMINISTRATION:**
 - 13.1 Within thirty (30) calendar days after the effective date of this Agreement, Customer and LADWP's Director of Clean Grid L.A. – Strategy or designee shall each designate, by written notice to the other, a representative who is authorized to act in each Party's behalf with respect to those matters delegated to the Authorized Representatives. Each Party may designate an authorized alternate with full authority to act in the absence of the Authorized Representative. Each Party shall have the right to change its Authorized Representative or authorized alternate by written notice to the other Party.
 - 13.2 The Authorized Representatives shall provide liaison between the Parties and a means of securing effective cooperation, interchange of information, and consultation on a prompt and orderly basis concerning the various matters that may arise, from time to time, in connection with this Agreement.
 - 13.3 The Authorized Representatives shall review and attempt to resolve any disputes between the Parties under this Agreement. Should the Authorized Representatives be unable to resolve a dispute, the matter shall be referred to Customer and LADWP's Director of Power Engineering who shall use their best efforts for resolution.
 - 13.4 All actions, agreements, resolutions, determinations, or reports made by the Authorized Representatives shall be made in writing and shall become effective when signed by the Authorized Representatives.
 - 13.5 Any expenses incurred by an Authorized Representative or authorized alternate in connection with their duties shall be paid by the Party they represent unless otherwise agreed to in writing by Customer and LADWP's Director of Clean Grid L.A. – Strategy.

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13.6 The Authorized Representatives shall have no authority to modify this Agreement.

14. DEFAULT:

14.1. Default by Customer: The occurrence of any of the following shall constitute a material breach and default of this Agreement by Customer:

- 1) Failure by Customer to make payment to LADWP of uncontested amounts when due; or
- 2) Failure by Customer to comply with requirements pertaining to the safety of persons or property set forth herein or in the applicable Laws, Rate Ordinance(s), rate contract(s), the Electric Service Requirements, or the Rules; or
- 3) Failure by Customer to substantially observe and perform any other material provision of this Agreement within thirty (30) calendar days of receiving written notice from LADWP of the provisions of this Agreement with which LADWP believes Customer has not complied. If Customer determines that any such provision cannot be complied with within thirty (30) days, Customer shall so notify LADWP in writing within thirty (30) days of receiving LADWP's written notice. Customer's written notice(s) shall contain a statement of the reasons why the provision cannot be complied with within thirty (30) days, and Customer shall provide an estimated schedule for compliance with the provision. Upon receipt of such written notification(s) from Customer, LADWP's Authorized Representative, at his or her sole discretion, may establish, after consultation with Customer, a new date to achieve compliance. If Customer complies with the provision by the established date to achieve compliance, then LADWP will take no further action regarding that instance of non-compliance.

14.2. Default by LADWP: Failure by LADWP to substantially observe and perform any material provision required by this Agreement, where such failure results in a condition materially harmful to Customer and continues for thirty (30) calendar days after receipt of written notice from Customer, shall constitute a material breach and default by LADWP of this Agreement, provided, however, that if the nature of such default is curable, but that the same cannot with due diligence be cured within the thirty (30) calendar day period, LADWP shall not be deemed to be in default if it commences to cure the default within the thirty (30) calendar day period and thereafter diligently prosecutes the same to completion.

15. REMEDIES UPON DEFAULT: LADWP shall be entitled to monetary damages based on proof of actual damages resulting from default of Customer. Customer shall be entitled to monetary damages based on proof of actual damages resulting from default of LADWP. Whichever of LADWP or the Customer is the non-defaulting Party shall have the right to terminate this Agreement upon the occurrence of any of the events of default described in Section 14 of this Agreement.

16. FORCE MAJEURE: No Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to make payments due) because of failure of or threat of failure of facilities, flood, earthquake, storm, wildfire, lightning, epidemic (excluding COVID-19), pandemic (excluding COVID-19), quarantine restrictions (excluding COVID-19), war, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by or inability to obtain authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome and is beyond the reasonable control of the affected Party (Force Majeure). If LADWP is rendered unable to fulfill any obligation under this Agreement by reason of a Force Majeure event, LADWP shall give written notice of such fact to Customer within five (5)

Project Name:

days of such inability and shall exercise due diligence to remove such inability with all reasonable dispatch. If Customer is rendered unable to fulfill any obligation under this Agreement by reason of a Force Majeure event, Customer shall give written notice of such fact to LADWP within five (5) days of such inability and shall exercise due diligence to remove such inability with all reasonable dispatch. All Parties shall use reasonable efforts to mitigate the effect of a Force Majeure event.

17. AUTHORIZATION AND APPROVALS:

17.1. Each Party shall obtain all the necessary authorizations, licenses, approvals, and permits from Federal, State, or local agencies having jurisdiction.

17.2. This Agreement and all operations hereunder are subject to the applicable Laws.

18. EFFECT OF SECTION HEADINGS: Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

19. NONWAIVER: None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing. Any omission or failure of any Party to demand or enforce strict performance of provisions of this Agreement shall not be construed as a waiver or as a relinquishment of any rights. All provisions and rights shall continue and remain in full force and effect as if such omission or failure had not occurred.

20. NONDEDICATION OF FACILITIES: This Agreement shall not be construed as a dedication of any properties or facilities, or any portion thereof, by LADWP to Customer or the public or by Customer to LADWP or the public.

21. NO THIRD-PARTY BENEFICIARIES: This Agreement is for the sole benefit of the Parties hereto and shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligations to any person other than a Party.

22. NOTICES:

22.1. Any written communications regarding this Agreement shall be deemed to be made on the date of delivery if delivered in person, three (3) calendar days after mailing if sent by registered or certified mail (postage prepaid), or on the date sent by email, to the person specified below unless otherwise provided in this Agreement:

- If to Customer:

Contact Name: _____

Contact Address: _____

Email: _____ Phone: _____

- If to LADWP:

Department of Water and Power of the City of Los Angeles

111 N. Hope St. Room 940

Los Angeles, CA 90012

Attention: LADWP Feed-in Tariff+

22.2. LADWP may change, by written notice to Customer, the name or address of the person to receive written communications regarding this Agreement.

Project Name:

- 22.3. Customer may change, by written notice to LADWP, the name or address of the person(s) to receive written communications regarding this Agreement.
- 23. TRANSFER OF INTEREST:** No Party shall assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Parties. The consent to assign or transfer shall not be unreasonably withheld. LADWP's Director of Clean Grid L.A. – Strategy Division or designee shall execute assignment or transfer of this Agreement or the consent to assign or transfer this Agreement.
- 24. SEVERAL OBLIGATIONS:** Except as otherwise required for public entities under California Government Code Section 895 et seq. or any amendments to or replacements of that chapter, the duties, obligations, and liabilities of LADWP and Customer under this Agreement are several and not joint or collective with respect to each other. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture between LADWP and Customer or to impose a trust or partnership duty, obligation, or liability on LADWP or Customer with regard to the other Party.
- 25. SEVERABILITY:** If any paragraph, sentence, clause, phrase, or word shall become without full effect due to any judicial decision or change in applicable Laws, the fully effective portion of this Agreement shall remain in full force and effect provided that the purposes of this Agreement can still be fulfilled.
- 26. EFFECTIVE DATE AND TERM:**
- 26.1. This Agreement shall become effective upon the "Effective Date", which is the first day upon which the Agreement has been executed by all Parties.
- 26.2. Unless terminated earlier under Section 15, this Agreement shall remain in full force and effect until terminated by mutual written agreement of the Parties, until LADWP is made aware that Customer no longer has the right to use the Facility, or until termination of the COPPA, whichever event occurs first.
- 26.3. Upon the date of termination of this Agreement, all rights to services provided hereunder shall cease, and no Party shall claim or assert any continuing right to such services hereunder. However, such termination shall not affect the rights and obligations to pay money for transactions occurring prior to termination. Following the termination of this Agreement, the provisions of Section 12 shall survive for periods when Customer has the right to use the Facility.
- 27. GOVERNING LAW AND VENUE:** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens. Customer must comply, to the extent applicable, with California law governing claims by or against public entities and presentment of such claims.
- 28. UNDERSTANDING:** This Agreement contains the entire understanding between LADWP and Customer with respect to the subject matter hereof; and there are no other promises, terms, conditions, obligations, understandings, or agreements between LADWP and Customer with respect thereto. This Agreement supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the LADWP and Customer with respect to the subject matter hereof.

Project Name:

29. REPRESENTATION: Each Party has been represented by legal counsel in the negotiation and execution of this Agreement. Each Party agrees that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs.

30. EXHIBITS: Exhibits A through D attached hereto are incorporated herein by this reference. All terms used in Exhibits A through D, when initially capitalized, whether in the singular or plural tense, shall have the meaning used in this Agreement.

REMAINDER OF PAGE IS BLANK

Project Name:

31. EXECUTION: IN WITNESS WHEREOF, the signatories hereto represent that they have read and understood this Agreement and that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed on the day and year written below.

CUSTOMER:

CUSTOMER: _____

NAME (SIGNATURE): _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

**CITY OF LOS ANGELES ACTING BY AND THROUGH
THE DEPARTMENT OF WATER AND POWER**

NAME (SIGNATURE): _____

NAME (PRINT): _____

TITLE: General Manager and Chief Engineer

DATE: _____

Project Name:

EXHIBIT A

Please select the applicable Facility information as shown below. For further information, please refer to the FIT+ Pilot Program Guidelines.

Facility Characteristics

FIT+ Operation Mode(s)
(Check all that apply)

Normal ☐
Resiliency ☐
Peak Shaving ☐

Submittal Type
(Check only one)

New PV & BESS System ☐
Retrofit of Existing LADWP
FIT PV System ☐

Connection Type
(Check only one)

AC Coupled ☐
DC Coupled ☐

Generation Facility Capacity

☐ A. Normal:

PV kW CEC-AC

BESS kW-AC

+

☐ B. Resiliency:

PV kW CEC-AC

BESS kW-AC

+

☐ C. Peak Shaving:

PV kW CEC-AC

BESS kW-AC

+

Total Output AC Capacity:

CUSTOMER GENERATION AND BESS DATA SHEETS

Generation Facility and Battery Energy Storage System (BESS) Project Information					
Facility Name:					
Facility Address:					
Owner Name:					
Project Contact Person:					
Project Contact Person Phone:					
Expected Construction Start Date:					
Expected Commercial Operation Date:					
Interconnection Operating Voltage:					
<u>ECONOMIC CHARACTERISTICS:</u>					
Capital Costs	\$	O&M Costs	\$/Year	Energy Costs	\$/Year
<u>GENERATION FACILITY DESCRIPTION:</u> (Attach additional pages to Exhibit A if necessary)					
Attached Schematic and/or Single-Line Diagram:					
Written Description:					

Facility Details

Facility Installer and License type
(A ☐, B ☐, C-10 ☐ or C-46 ☐):

Battery Make:

Battery Model:

Battery Energy Capacity (kWh):

Battery Duration (2, 4, or other)

Inverter Nameplate Rating (kW)*

PV CEC-AC Rating (kW)

Inverter AC Power Output (kW)*:

Grid Interface Device Make &
Model Number (Inverter):

AC ☐ or DC ☐ Coupled
Interconnection:

Indoor/Outdoor Enclosure Rating:

Battery Chemistry:

Number of Battery Packs:

Location: ☐ Indoor / ☐ Outdoor

Battery Shape (Check One):

Prismatic ☐ Pouch ☐ Cylindrical
☐

Number of Inverters:

Number of Convertors or DC-DC
Charger:

Continuous Rated Storage
Charging Power (kW):

Battery Charge Voltage (V):

Continuous Rated Storage
Discharging Power (kW):

Maximum Charge Rate (kW):

Maximum Discharging rate (kW):

Maximum Discharging Capacity
(Ah):

Usable Energy Capacity (100%
Depth of Discharge): _____

Roundtrip Efficiency: _____

Rated Cycle Lifetime Span: _____

Battery Life Cycle (Charge/
discharge): _____

APPROXIMATE TIMES FOR BESS CHARGE AND DISCHARGE:

Charge Hours:

0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	2	2	2	2	2	
1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discharge Hours:

0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	2	2	2	2	2	
1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROXIMATE TIMES FOR PV GENERATION:

Generation Hours:																															
0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	1	1	1	2	2	2	2	2									
1	2	3	4	5	6	7	8	9	0	1	2	3	4	5	6	7	8	9	0	1	2	3	4								
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
LADWP USE ONLY:																															
Account Representative:																															
IS No.																Voltage Connection:															

EXHIBIT B

SINGLE-LINE DIAGRAM AND EQUIPMENT LIST FOR THE LADWP FACILITY

If the LADWP Facility is constructed, a single-line diagram and equipment list for the LADWP Facility will be attached to this Exhibit after the LADWP Facility has been designed and constructed. LADWP's Authorized Representative will provide a copy of Exhibit B for Customer's files.

EXHIBIT C

METERS USED BY LADWP AT CUSTOMER'S SITE LOCATION

EXHIBIT D

**WRITTEN DESCRIPTION OF THE
CONSTRUCTED OR MODIFIED LADWP FACILITY**

**MUTAL TERMINATION OF STANDARD OFFER POWER PURCHASE
AGREEMENT (NO. FITS____) AND FEED IN TARIFF GENERATION
INTERCONNECTION AGREEMENT (LADWP NO. ____) BETWEEN THE CITY OF
LOS ANGELES BY AND THROUGH THE DEPARTMENT OF WATER AND POWER
AND _____**

THIS AGREEMENT _("Agreement") serves to terminate the STANDARD OFFER POWER PURCHASE AGREEMENT (NO. FITS____) and **FEED IN TARIFF GENERATION INTERCONNECTION AGREEMENT (LADWP NO. ____) BETWEEN CITY OF LOS ANGELES ACTING BY AND THROUGH THE DEPARTMENT OF WATER AND POWER AND _____** ("SOPPA and IA") is entered into between the CITY OF LOS ANGELES acting by and through the DEPARTMENT OF WATER AND POWER, ("Buyer"), and _____ ("Seller"), collectively referred to as "Parties", pursuant to Section 2.5 of the SOPPA and Section 26 of the IA, and shall take effect on the date this Agreement is executed by both Parties.

WHEREAS, _____ applied to participate in the Los Angeles Department of Water and Power ("LADWP") Feed-in Tariff ("FiT") Program and entered into the Agreements; and

WHEREAS, on _____, the SOPPA was fully executed; and

WHEREAS, the FiT+ Pilot Program has been developed to collocate solar and storage to align system needs with local generation; and

WHEREAS, _____ has applied for the FiT+ Pilot Program and been selected for participation; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

1. This Agreement shall take effect upon the Commercial Operation Date of the FiT+ Competitive Offer Power Purchase Agreement (COPPA) NO. FITP____, provided that the FiT+ COPPA and FiT+ IA have been executed by both Parties.
2. The SOPPA NO. FITS____ and IA LADWP NO. ____ are terminated and replaced with FiT+ COPPA NO. FITP____ and FiT+ IA LADWP NO. _____.

Termination of SOPPA No. FITS____

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives as of the date set forth below.

Date: _____ By: _____

Print Name

Title

CITY OF LOS ANGELES acting by and through
the DEPARTMENT OF WATER
AND POWER

Date: _____ By: _____

MARTIN L. ADAMS

Print Name

General Manager and Chief Engineer

Title

Termination of SOPPA No. FITS _____



Feed-in Tariff + (FiT+) Pilot Program
APPLICATION SUBMITTAL FORM

Attach all required documents and completed forms to this Application Submittal Form. Incomplete forms may be rejected.

APPLICATION INFORMATION

FiT+ Operating Mode

- ☐ Normal
☐ Resiliency
☐ Peak Shaving

For specific details regarding the different FiT+
Configurations and Interconnection topologies, see
Section 5.12 in the FiT+ Pilot Program Guidelines

Submittal Type

- ☐ New PV/BESS System
☐ Retrofit of Existing LADWP

FiT PV System

Enter the existing generation
capacity (in kW CEC-AC and kW
AC) for Retrofit FiT+ Projects:

kW CEC-AC
 kW AC

System Information

BPE (\$/kWh):
Solar Photovoltaic (PV) Generator
Capacity, in kW CEC-AC:
Total Capacity, in kW-AC:
Battery Energy Storage System (BESS)
BESS Capacity, in kW-AC:
BESS Duration (hrs):
BESS Chemistry:

APPLICANT INFORMATION

Applicant Entity Name:

Parent Company/Organization Name:

Applicant Federal Tax ID Number:

Organization Type:

State:

Applicant Physical Address:

City:

State:

Zip Code:

Applicant Mailing Address:

(if different)

City:

State:

Zip Code:

AUTHORIZED REPRESENTATIVE

Name (First and Last):

Title:

Phone #:

E-mail:

ALTERNATIVE REPRESENTATIVE

Name (First and Last):

Title:

Phone #:

E-mail:

FACILITY AND SITE DESCRIPTION

Property Owner Name:

Zone:



East Valley



South LA



West LA

Project Name:

Address:

Project Physical Address:

Project Site Coordinates (Lat,Long):

Total Estimated Project Cost (\$):

City:

Zip Code:

Year 1 Net Generation (MWh):

Site Category:

Annual Degradation (%):

Type of Site Control:

On-site PV Locations

Assessor's Parcel #:

☐ Rooftop Solar: kW; kW CEC-AC

LADWP Account #:

☐ Carport Solar: kW; kW CEC-AC

(for existing service to the site)

☐ Ground Mount Solar: kW; kW CEC-AC

PROJECT DEVELOPER

Developer Name: Years of Experience with Similar Projects:
Point of Contact: Role on Project:
Name of a Similar Project (in operation): COD:
Location of Similar Project (City, State): Project Size (kW):

PROJECT MANAGER

Name (First and Last): Title:
Phone #: E-mail:

PROJECT CONTRACTOR INFORMATION

Name: Years of Experience with Similar Projects:
Point of Contact: Role on Project:
Name of a Similar Project (in operation): COD:
Location of Similar Project (City, State): Project Size (kW):
Contractor License #: Workers' Comp. Insurance Coverage:
Name on Contractor License: Yes ☐ No ☐

DECLARATION UNDER PENALTY OF PERJURY

The Undersigned declares that: 1) the information provided in the form is true and correct, 2) the Applicant has read and understands, and agrees to be bound by the FIT+ Pilot Program Guidelines, 3) the Applicant has read and understands the FIT+ Competitive Offer Power Purchase Agreement; 4) and this Application is genuine, and not sham or collusive, nor made in the interest of or on behalf of any organization not herein named; the Applicant has not directly or indirectly induced or solicited any other Applicant to put in a sham application, or any other person, firm, or corporation to refrain from submitting a proposal; and, the Applicant has not in any manner sought by collusion to secure for themselves an advantage over any other Applicant.

Print Name:

Title:

Signature:

Company:

Date:

**APPLICATION INSTRUCTIONS FIT+
TARIFF+ PILOT PROGRAM**

Topic	Notes
Applicant Information	
Applicant/Organization Name	Name of applicant/project company/organization that will own the project. This is the person or entity to receive the energy payments.
Parent Company/Organization Name	If applicable, specify the parent company/organization
Type of Organization	Specify whether Applicant is Corporation, DBA, LLC, Partnership, Person, etc
State of Organization	Specify State where entity is organized
Applicant Federal Tax ID Number	Specify the Federal Tax ID Number of the Person/Entity
Contract Term (years)	Years of contract term desired. (10, 15, or 20)
Applicant Physical Address	PO Box/Street/City/State/Zip Code
Applicant Mailing Address	
Authorized Representative and Alternative	
Name of Representative (First Last)	The authorized representative and alternative rep. that may execute all forms and contracts
Title of Representative	
Phone #	
Email	
Facility and Site Description	
Project Name	
Project Physical Address	Physical address where project is located (Street/City/State/Zip Code)
Project Site Coordinates (Lat,Long)	Please use https://www.latlong.net/convert-address-to-lat-long.html to find the correct coordinates for your project site
Total Estimated Project Cost (\$)	
Capacity, in kW (AC-CEC)	Total nameplate capacity of generating equipment in alternating current. Capacity should be net of any auxiliary load, station electrical uses, and losses
Annual Degradation (%)	
1st Year Net Annual Generation (MWh)	
Site Category	Indicate the type of site the system will be installed on
Type of Site Control	Specify whether Applicant is Property Owner, Current Lessee, Have Exclusive Lease or Purchase Option to Property (from Site Control Form)
Assessor's Parcel Number	Enter County Assessor's property parcel number
Site Coordinates (Latitude/Longitude)	
Property Owner Name	Individual or entity that currently holds title to the property
Property Owner Address	Business address of the individual or entity that holds title to the property (PO Box/Street/City/State/Zip Code)
Project Manager	
Name	This individual will be the contact for any questions regarding the project
Title	
Phone #	
Email	
Project Contractor Information	
Name	Name of the contracting company for the FIT+ project
Point of Contact	This individual will be the contact for communications with the FIT+ project Contractor
Role on Project	The Point of Contact's role on the FIT+ project
COD	Commercial Operation Date of a similar renewable energy project by the Contractor
Name on Contractor License	The name under which the Contractor's license is held
Project Developer	
Developer Name	Name of the FIT+ project Developer
Point of Contact	This individual will be the contact for communications with the FIT+ project Developer
Declaration and Signature	
Applicant must sign and date the declaration or the application will not be accepted	



FIT+ Pilot Program Battery Energy Storage System (BESS) Technical Data

Required Supplemental Form to the FIT+ Application for LADWP Service Planning

Applicant's Site Address _____

Authorized Agent _____

Authorized Agent's
Contact Name _____

Battery Size in kW/ kWh _____

Authorized Agent's
Phone # _____

LADWP-Account # (If -
Existing Customer) _____

BESS PROJECT DATES

Estimated Installation Date: _____

Estimated In-Service Date: _____

BESS PROJECT DETAILS

Project Contact Person _____

Project Contact Phone _____

Developer Company
Name _____

Project Contact Email _____

Project Contact Mailing Address _____

Interconnection Operating Voltage _____

Battery System Installer _____

Battery Provider _____

Battery System Model _____

Grid Interface Device Make & Model Number (Inverter) _____

AC or DC Coupled interconnection _____

Indoor/Outdoor Enclosure Rating _____

Battery Chemistry: _____

Battery Shape (check one): ☐ Prismatic ☐ Pouch ☐ Cylindrical

Number of Battery Packs: _____

Number of Inverters: _____

Location (check one): ☐ Indoor ☐ Outdoor

Number of Converters: _____

BESS ELECTRICAL INFORMATION

Continuous rated storage Charging Power _____

kW

Continuous rated Storage Discharging Power _____

kW

Maximum Charge Rate _____

kW/Hr

Maximum Discharging Rate _____ kW/Hr
 Maximum Discharging Capacity _____ kW
 Useable Energy Capacity (100% Depth of Discharge) _____ kWh
 Roundtrip Efficiency _____ %
 Will Power be **Exported** to the Grid? (check one) ☐ Yes ☐ No
 If **Yes**, Specify Maximum Export to the Grid _____ kW
 Rated Cycle Lifetime Span _____ cycles

Will battery be charged from any other Source? ☐ Yes ☐ No

Will battery be charged from Applicant Solar Plant? ☐ Yes ☐ No

Specify approximate times when battery will be charged and

discharged Typical Schedule

Charge Hours

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discharge Hours

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Are you interested in participating in future LADWP energy storage programs? ☐ Yes ☐ No

Battery Purpose(s) and Battery Capacity Allocation

_____ % Normal FiT+ Energy Export

_____ % Battery Backup (Resiliency)

_____ % Peak Shaving

_____ % Other _____

100% Total (Depth of Discharge Limit)

BESS Operation

Remote Manual Control, Communications Protocol: _____
 Energy Management System (EMS), Platform: _____

Attachments Required:

- ☐ Battery Specifications
- ☐ One Line (Proposed)
- ☐ Site Plan (Proposed)

- ☐ Installation Manual
- ☐ UL Certifications/Other Certifications
- ☐ Safety and Data Sheets

FOR LADWP USE ONLY

Project WMIS CCFIT+ #: _____

Proof of Site Control Form

Please complete all fields on this form and check the applicable site control option below.

I, _____ ("Site Representative"), representing
_____ ("Site Owner"), attest that
_____ ("Applicant"), has Site Control in the
manner indicated below, of assessor's parcel number: _____ located at
_____ ("Property"). The Applicant
has dominion over the Property to the extent necessary to construct, own and operate the
_____ kilowatt (kW) _____ ("Project") in
accordance with an executed Competitive Offer Power Purchase Agreement ("COPPA") with
Los Angeles Department of Water and Power ("LADWP").

In this case, Site Control means (check one applicable item below):

- ☐ Applicant holds title to the Property.
- ☐ Applicant has a duly executed contract for the purchase of the Property.
- ☐ Applicant has been granted a valid written option, unconditionally exercisable by Applicant, to purchase the Property at a pre-determined price upon executing a COPPA with LADWP. (The option is binding on the Site Owner of the Property and the Site Owner cannot unilaterally withdraw, revoke, or rescind the obligation to sell the property to the Applicant.)
- ☐ Applicant has a duly executed contract for the lease or license of the Property. (The lease or license unconditionally binds the Site Owner, subject to payment of a named rent or license and compliance by the Applicant with standard commercial terms.)
- ☐ Applicant has been granted a valid written option, unconditionally exercisable by Applicant, to lease the Property for a pre-determined rent upon executing a COPPA with LADWP, for a duration of no less than the term of the COPPA, including rights to install, own, and operate the Project on the Property. (The option is binding on the Owner of the Property and the Owner cannot unilaterally withdraw, revoke, or rescind the obligation to lease the property to the Applicant.)

Signature _____

Print Name _____

Date _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Notary

Facility Diagrams

At minimum, facility diagrams must include the following:

- Project description
- Single-line diagram (must indicate PV system CEC-AC rating and BESS AC rating)
- Site plan (must specify equipment locations, LADWP access to generator, proposed point of interconnection, parcel boundary, and street references)
- Equipment schedule
- Note: Attached diagrams must show generator, energy storage system, disconnect(s), meter(s), ATS(s) (if applicable), and protection equipment scheme.

Address:

BESS Capacity (kW AC)

HOUR

January

February

March

April

May

June

July

August

September

October

November

December

1

2

3

4

5

6

7

8

9

10

11

12

1.

14

15

10

1

1

1

1

1

TOTAL



Municipal Lobbying Ordinance

CEC Form 55



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mall Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED

Bid/Contract Number:

Date Bid Submitted:

Description of Contract:

Department:

BIDDER

Name: _____

Address: _____

Email (optional): _____ Phone: _____

PRINCIPALS

Please identify the names and titles of all principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

☐ _____ additional sheets are attached.

☐ Bidder is an individual with no principals.

SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary).

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Contributions CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 1 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

Name: _____ Title: _____

Subcontractor: _____

☐ Of the subcontractors identified on page 1, the following are individuals with no principals (attach additional sheets if necessary):

Subcontractor: _____

Subcontractor: _____

Subcontractor: _____

☐ _____ additional sheets are attached.

☐ Bidder has no subcontractors on this bid or proposal

CERTIFICATION

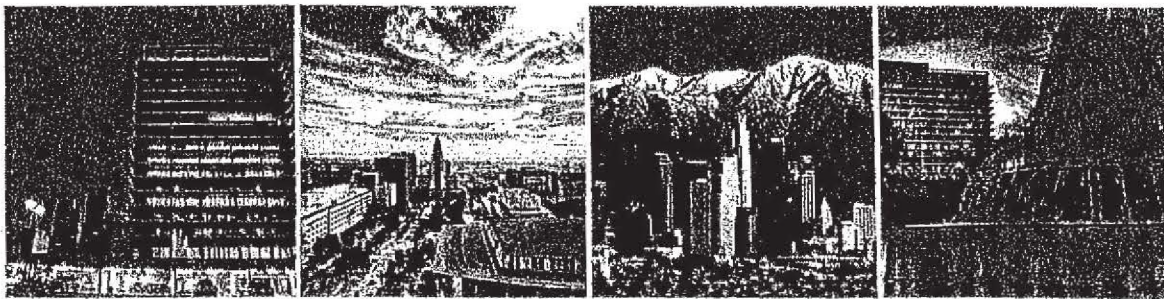
I certify that I understand, will comply with, and will notify my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.



Bidder Campaign Contribution and Fundraising Restrictions

CEC Form 50



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

Bid/Contract Number:

Department:

Name of Bidder:

Phone:

Address:

Email:

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

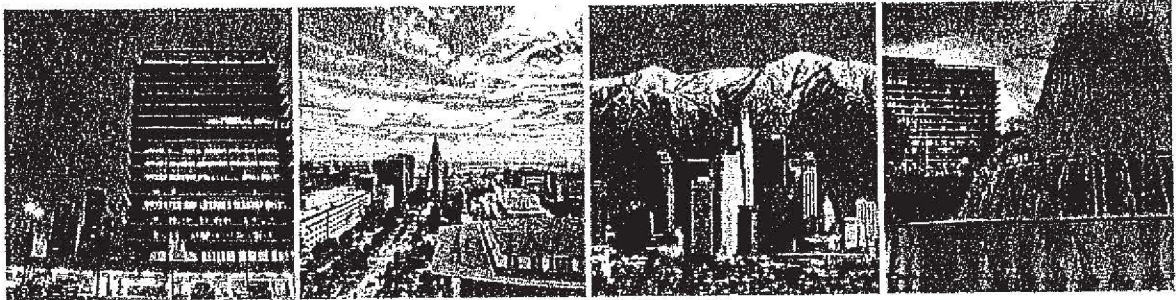
Los Angeles Administrative Code § 10.40.1(h)

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.



Contractor Responsibility Ordinance Responsibility Questionnaire

NOTICE: Responses to this Questionnaire will not be made available to the public for review.
This is not a public document. [CPCC §20101(a)]

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. INFORMATION

Bid Number and Project Title _____

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name _____

Contractor's License Number _____

Street Address _____

City _____

State _____

Zip _____

Contact Person, Title _____

Phone _____

Fax _____

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

The Questionnaire being submitted is: (check one)

- ☐ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____. A copy of the prior Questionnaire and newly updated information are attached.
- ☐ No change. There has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted. A copy of the last Responsibility Questionnaire is attached.

Print Name, Title _____

Signature _____

Date _____

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stock.

☐ **Partnership:** Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☐ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☐ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☐ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☐ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. In the past five years, has your firm ever been denied bonding?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

7. Is your firm in the process of, or in negotiations toward, being sold?

☐ Yes ☐ No

If **Yes**, explain the circumstances on Attachment B.

E. INSURANCE

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

☐ **Workers' Compensation Insurance Policy Currently in Effect**

☐ **Legally Self-Insured**

☐ **No Workers' Compensation Policy Currently in Effect**

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: ____ EMR-1: ____ YR 2: ____ EMR-2: ____ YR. 3: ____ EMR-3: ____

11. Within the past five years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

☐ Yes ☐ No

If **Yes**, explain on Attachment B each instance. If **No**, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

F. PERFORMANCE HISTORY

12. How many years has your firm been in business? _____ Years.
13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☐ Yes ☐ No

If **Yes**, list on Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

☐ Check the box if you have not had any similar contracts in the last five years.

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

16. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

17. In the past five years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

G. DISPUTES

18. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

- (a) Payment to subcontractors?

☐ Yes ☐ No

- (b) Work performance on a contract?

☐ Yes ☐ No

- (c) Employment-related litigation brought by an employee?

☐ Yes ☐ No

19. Does your firm have any outstanding judgments pending against it?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

20. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

H. COMPLIANCE

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

I. BUSINESS INTEGRITY

25. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.
- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?
- ☐ Yes ☐ No
- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?
- ☐ Yes ☐ No
- (c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?
- ☐ Yes ☐ No
26. In the past five years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.
- ☐ Yes ☐ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH I

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check **Yes** in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

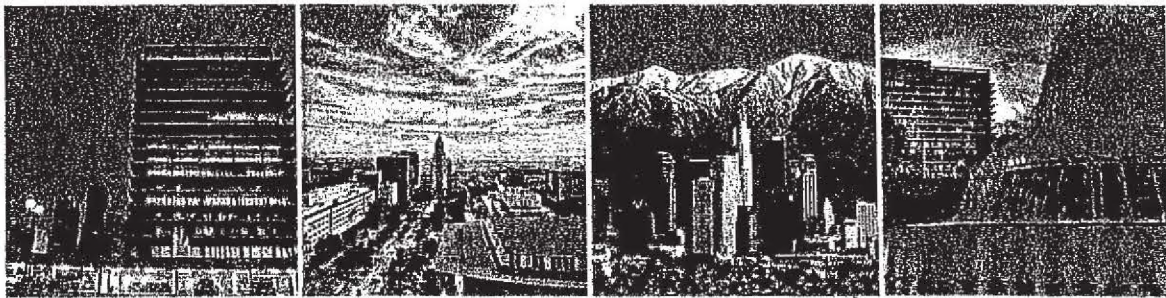
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.



Iran Contracting Act of 2010

Iran Contracting Act of 2010 Compliance Affidavit

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a contractor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your contractor or financial institution name and complete the certification below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/financial institution identified below, and the contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Contractor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in

EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Contractor Name/Financial Institution (Printed)	
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in