

WILLOWS UNIFIED SCHOOL DISTRICT
Office of the Superintendent

Date of Meeting: September 11, 2025

Request For Placement on Board Agenda:

AGENDA TOPIC: Alternative Energy Solutions Solar Operations and Maintenance Proposal

PRESENTER: Diana Baca, Director of Business Services

Alternative Energy Solutions provided the most comprehensive review of our system and has been quite responsive as compared to the two other companies in consideration.

One year of data monitoring and panel cleaning / maintenance will cost the district \$19,752.

Recommendation:

Administration recommends the board approve this one-year proposal.

**SOLAR PHOTOVOLTAIC SYSTEM
OPERATIONS AND MAINTENANCE AGREEMENT
FOR MULTIPLE PV SYSTEMS**

THIS OPERATIONS AND MAINTENANCE AGREEMENT (the “**Agreement**”) is entered as of August 25, 2025 (the “**Effective Date**”) between the Contractor and Customer, each of whom are individually referred to as a “**Party**” and collectively as the “**Parties.**” This Agreement is subject to the terms and conditions attached as **Attachment A**, which is incorporated by reference.

“Contractor”	“Customer”
Alternative Energy Systems, Inc.	Willows Unified School District
13620 CA-99, Chico, CA 95973	823 W Laurel St, Willows, CA 95988
(530) 345-6980	(530) 934-6600
Designated Representative Ian Harck, Lead Energy Consultant (530) 345-6980 (Ext. 113)	Designated Representative Diana Baca, Director of Business Services (530) 934-6600 (Ext. 8102)
CSLB#853351 (C10), (C46)	

1. SCOPE OF WORK. Contractor will perform the services described in **Attachment B** (the “**Services**”) for each of the photovoltaic systems listed in **Attachment C**. Each system is individually referred to as a “**System**” and collectively as the “**Systems.**” **Attachment C** describes any changes in the Services for each System, together with the frequency of Services. All Services shall be performed in a manner consistent with System component manufacturers’ requirements unless otherwise noted by Contractor and acknowledged by Customer. Services shall be performed at the frequency selected below:

2. TERM AND TERMINATION. This Agreement has an initial term of one year. Either Party may terminate further performance of this Agreement at any time and for any or no reason by providing the other Party thirty (30) days prior written notice of its desire to terminate. Either Party may terminate further performance of this Agreement immediately following a material breach by the other Party. Contractor shall be paid for all Services and Additional Services on each System that are performed before the effective date of any termination. The Agreement shall automatically renew for successive terms of one additional year unless earlier terminated by either Party as provided above.

3. COMPENSATION. Customer shall pay Contractor a fixed annual fee for performing the Services (the “**Fixed Fee**”). Contractor may also perform repairs and other work beyond the scope of the Services described in **Attachment B** that Customer requests and Contractor agrees to perform, as memorialized in a written work order signed by the Parties (“**Additional Services**”). Unless otherwise agreed, Additional Services shall be invoiced and paid according to Contractor’s labor rates, listed in **Attachment B**. Overtime rates apply to labor provided for Additional Services and performed on weekdays from 5 p.m. – 7 a.m. and any time on weekends and holidays. Charges for the Fixed Fee and Additional Services for each System are described in **Attachment C**. If the Agreement has a Term longer than one year, and except as specifically provided in **Attachment C**, Contractor’s rates are subject to change according to written notice provided at least 30 days before the applicable Services or Additional Services are performed. All invoices are due within 30 days after receipt. Late payments of compensation owed to Contractor are subject to interest charged at 1.5% per month (18% per year) or such lesser amount constituting the maximum rate permitted by law.

3.1 Optional Pre-Authorization of Limited Additional Services. While performing Fixed Fee Services on any System, Contractor may observe Additional Services that, in Contractor’s reasonable discretion, are necessary for sustained optimal operation of the System and can be resolved during that same site visit with materials and equipment Contractor has on hand. If Customer authorizes Contractor to perform Additional Services for any System without a work order or further authorization, the authorized amount of Additional Services shall be indicated on **Attachment C**.

4. RESPONSE TIME GUARANTEE. Contractor shall respond to any problems impacting the System within the specified number of work days following notice received from Customer’s Authorized Representative as provided below. Work days include Monday – Friday, excluding holidays recognized by the federal government and state where the System is located:

5. SPECIAL CONDITIONS. _____
_____.

CUSTOMER:

Signature

Print Name

Title

CONTRACTOR

Signature

Print Name

Title

ATTACHMENT A

TERMS AND CONDITIONS

1. CUSTOMER'S RESPONSIBILITIES. Customer shall provide the cooperation that is reasonable and necessary for Contractor to perform the Services.

(a) Historical System Information. Customer shall also provide Contractor copies of the following System documents: any plans and specifications; as-built drawings; single-line diagrams; copies of any historical reports pertaining to the System and its performance, such as photos, commissioning reports, infrared scans, and I-V curve traces; and manuals and warranties for all System components. If Customer does not provide the actual System manuals and warranties, Contractor shall rely on the most recent published versions of each that Contractor is able to obtain.

(b) Site Access and Safety; System Condition. Customer shall provide clear access and a safe work environment for Contractor and its personnel to perform the Services and notify Contractor immediately of any known problems or concerns that could affect System site safety or access. Contractor may refuse to perform any Services or Additional Services at any time based on its reasonable determination that the System or site are unsafe or unsuitable for the specified work. In any such situation, Contractor shall be compensated for its determination based on the rates for Additional Services rather than any Fixed Fee associated with such Services.

2. NOTICE. Any notice provided under this Agreement shall be directed to the Parties' Designated Representatives and transmitted by fax, certified mail or overnight courier service that provides a means to verify receipt. Either Party may change its Designated Representative or address by notifying the other Party as provided above.

3. WARRANTY.

(a) Express Warranties. Contractor warrants that all materials and equipment furnished shall be new unless otherwise specified and that the Services shall be performed in a good and workmanlike manner, of good quality, and free from faults and defects. Contractor warrants its Services against defects in materials and workmanship for a period of one-year from the date of performance. Any equipment supplied by Contractor is warranted exclusively by the applicable equipment manufacturer(s).

(b) Disclaimer of Other Warranties. The express warranties provided in this section are exclusive of all other warranties provided by law. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(c) No Performance or Savings Guarantees. The energy production and financial performance of any System depend on factors beyond Contractor's control. These include original System construction, Customer's particular energy demands and utility charges,

weather, cloud cover, shading, dust, and grime. Contractor does not make any warranty or legal representation concerning the System's electricity production or financial performance. Any energy production or financial performance estimates provided to Customer are calculations based on industry-standard computer modeling software and are not a warranty or guarantee.

4. RIGHT TO REPAIR. In an effort to productively resolve any problems that may arise, Customer agrees to provide Contractor written notice of any claimed deficiency in the Services within two weeks after discovery, together with a reasonable opportunity to investigate and repair the problem. Customer will immediately report urgent problems or defects, including those presenting health or safety risks. Customer's full compliance with these obligations is a pre-condition to Customer pursuing the matter in arbitration or court against Contractor, its subcontractors or suppliers. Contractor will not be liable for any costs or damages that reasonably might have been mitigated or avoided by Customer's timely and complete compliance with the maintenance and repair obligations outlined in this section. This section does not create any Contractor duty or obligation beyond those provided elsewhere in this Agreement.

5. INSURANCE. Contractor shall maintain commercial general liability insurance with limits of at least \$1,000,000 per occurrence and workers compensation insurance in amounts required by law.

6. INDEMNITY. Contractor and Customer will each indemnify and hold the other Party harmless from any losses, liabilities, penalties, damages, expenses, claims, causes of action, suits, and attorneys' fees (collectively "**Claims**") to the proportional extent that any such Claims are caused by their respective negligent acts or omissions, including those of third parties for whom they are responsible. These obligations shall not be limited by insurance and shall survive termination of this Agreement.

7. LIMITATIONS OF LIABILITY. The provisions of this section shall apply: (i) to the maximum extent permitted by law and notwithstanding a Party's indemnity obligations or any other provision of this Agreement; (ii) regardless of the legal or equitable theory advanced; (iii) shall survive termination of this Agreement; and (iv) even when the type of injury or damage suffered was known at the Effective Date or could have been anticipated.

(a) Waiver of Consequential and Incidental Damages. Neither Party, including such Party's shareholders, partners, members, affiliates, principals, officers, directors, managers, employees, and representatives (collectively "**Related Parties**"), shall be liable to the other Party or its Related Parties in connection with the Services or this Agreement for any consequential, incidental or indirect loss or damage (collectively "**Consequential Damages**"). Without limitation, Consequential Damages include lost profits, lost revenues, loss of goodwill, cost of capital, increased operating costs, delay costs, the cost of electricity purchased to make-up for electricity the System may have otherwise produced, or any other special or incidental damages of any kind, including any of the foregoing that were experienced by a third-party. Each Party, on behalf of itself and its Related Parties, waives any right to assert or collect Consequential Damages from the other Party or its Related Parties.

(b) Limitation on Damages. EACH PARTY'S MAXIMUM TOTAL LIABILITY RELATED TO THE SERVICES OR THIS AGREEMENT SHALL BE LIMITED TO AND SHALL NOT EXCEED THE SUM OF THE FEES PAID TO CONTRACTOR UNDER THIS AGREEMENT PLUS THE COST TO REPAIR OR REPLACE ANY EQUIPMENT DAMAGED BY CONTRACTOR OR OTHERS IT ENGAGES TO PERFORM ANY OF THE SERVICES PROVIDED.

8. ACTS OF GOD; FORCE MAJEURE. Excluding Customer's obligation to pay Contractor for the Services, neither Party shall be liable to the other for any delay or failure to perform this Agreement that is caused by acts of war, terrorism, fire, flood, extreme weather, act of God, strike or labor difficulties, acts of any government authority, the unavailability of equipment and materials, or any other matter beyond the Party's reasonable control. The time for performing the Services shall be extended by a time period reasonably necessary to overcome the delay caused by the foregoing acts.

9. INDEPENDENT CONTRACTOR. Contractor's relationship with Customer is that of an independent contractor. No Party shall be deemed the agent, servant or employee of the other Party

10. NO ASSIGNMENT; SUBCONTRACTING. Contractor may subcontract any part of the Services to others. Customer may assign this Agreement to any person who holds an ownership or security interest in the System. Neither Party may otherwise assign this Agreement or any part of its performance to others without first obtaining the other Party's prior written consent.

11. MISCELLANEOUS. Time is of the essence as to the performance of this Agreement. This Agreement constitutes the Parties' entire integrated agreement and supersedes all prior agreements and discussions. No modification or waiver of this Agreement is valid unless written and signed by both Parties' authorized representatives. If any provision of this Agreement is ever held to be unenforceable or invalid for any reason, the remaining provisions shall be unaffected, and this Agreement shall be construed as if the unenforceable provision had never been included. This Agreement will bind and inure to the benefit of the Parties' respective heirs, executors, administrators, successors, and permitted assigns. This Contract may be executed and initialed in one or more counterparts. Faxed, e-mailed, and other forms of electronic signatures are effective and binding as the same as originals.

12. ARBITRATION OF DISPUTES. Any dispute, controversy or claim relating respect to the Services or this Agreement shall be resolved through binding arbitration administered by the American Arbitration Association or any other arbitration service mutually agreeable to the Parties. Arbitration fees will be divided equally between the Parties. If either Party refuses or fails to name an arbitrator, furnish required payments or information demanded, or participate in the arbitration on or before applicable deadlines, then arbitration may proceed before an arbitrator named by the participating Party, and the arbitrator is hereby authorized to decide the dispute ex parte (without the other Party's participation), based on the information presented to the arbitrator. This duty to arbitrate shall survive termination of this Agreement or either Party's performance of it. The arbitration shall be final and judgment may be entered in

any court having jurisdiction. In no event may arbitration be demanded on a claim after the applicable statute of limitation for commencing litigation has expired. The Parties understand that by signing this Agreement they are giving up their right to have the dispute litigated in a court or jury trial. These arbitration rights shall be specifically enforceable under the Federal Arbitration Act at 9 U.S.C. § 1.

13. CHOICE OF LAW; VENUE; ATTORNEYS' FEES. Unless otherwise indicated elsewhere in this Agreement, this Agreement shall be construed and governed according to the laws of the state where the System is located, and the Parties consent to the jurisdiction of that state's state and federal courts. The prevailing Party in any dispute arising out of the Services or this Agreement shall be awarded its attorneys' fees and costs.

ATTACHMENT B

SCOPE OF WORK

<i>O&M Service Offerings</i>	Preventive Maintenance per kW of Solar	Active Monitoring per kW of Solar	Panel Washing per kW of Solar	Tech Travel Time per Hour	Standard Service Rates per Hour
Base Cost w - 3 yr Contract	\$25	\$6	\$12	\$110	\$175
w- CA Prevailing Wage for publicly funded entities	<i>* Annual PM visit</i>	<i>* Daily string level performance assessment</i>	<i>* 2x per year typically recommended after 1st year of operation</i>	<i>* Dispatched from Chico or Sacramento, whichever is closest to location</i>	<i>* Scheduled as needed to address warranty or other issues identified through monitoring or annual PM</i>
	<i>* AES Service Checklist Template</i>	<i>* Monthly reporting, including kWh production</i>	<i>* Deionized water tank or other non-hardening solution included</i>	<i>* Partner orgs available for out of territory</i>	<i>* SLA response time based on severity of situation</i>
		<i>* Monitoring Overview</i>	<i>* Lift rentals extra</i>		<i>* Discounted from \$225/hour for standard service rates w- O&M contract</i>
Willows USD	Murdock Elementary School	Willows High School	Willows Intermediate School	Total	
kW Size of System	108	204	132	444	
Preventative Maintenance	\$2,700	\$5,100	\$3,300	\$11,100	
Active Monitoring	\$648	\$1,224	\$792	\$2,664	
Panel Washings/Year	\$1,296	\$2,448	\$1,584	\$5,328	
Travel Time	\$165	\$330	\$165	\$660	
Annual Total	\$4,809	\$9,102	\$5,841	\$19,752	

ATTACHMENT C

DESCRIPTION OF SYSTEMS

This Attachment lists each of the Systems where Services will be performed under this Agreement.

System name:	Murdock Elementary School	
System address:	655 French St, Willows, CA 95988	
System Size:	108 kW DC	
Service Frequency	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Every 6 months <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Other: [INSERT]	
Annual Fixed Fee and Payment Schedule:	Description of Plan Full Service Operations and Maintenance plan as described in Attachment B with one annual cleaning	Price + Payment Schedule \$1,202.25 - Due upon Contract Signing \$3,606.75 - Due upon completion of work
	Renewal - Summer 2026	25% Deposit due upon mobilization. Balance due in full upon completion of the work or services provided.
Pre-Authorized Additional Services:	Contractor is authorized to perform Additional Services up to \$500 without further authorization from Customer.	
Response Times		
All issues – initial response:	Contractor will respond by telephone or e-mail within 2 working days.	
High Priority: Any issue creating an imminent danger to people or property or that reduces System production by 25% or more.:	Contractor's representative will be on-site within 3 calendar days.	
Medium Priority: All other issues – site inspection:	Contractor's representative will be on-site within 10 working days.	

System name:	Willows High School	
System address:	203 N Murdock Ave, Willows, CA 95988	
System Size:	204 kW DC	
Service Frequency	† Quarterly † Every 6 months X Annually † Other: [INSERT]	
Annual Fixed Fee and Payment Schedule:	Description of Plan Full Service Operations and Maintenance plan as described in Attachment B with one annual cleaning	Price + Payment Schedule \$2,275.50 - Due upon Contract Signing \$6,826.50 - Due upon completion of work
	Renewal - Summer 2026	25% Deposit due upon mobilization. Balance due in full upon completion of the work or services provided.
Pre-Authorized Additional Services:	Contractor is authorized to perform Additional Services up to \$500 without further authorization from Customer.	
Response Times		
All issues – initial response:	Contractor will respond by telephone or e-mail within 2 working days.	
High Priority: Any issue creating an imminent danger to people or property or that reduces System production by 25% or more.:	Contractor's representative will be on-site within 3 calendar days.	
Medium Priority: All other issues – site inspection:	Contractor's representative will be on-site within 10 working days.	

System name:	Willows Intermediate School	
System address:	1145 W Cedar St, Willows, CA 95988	
System Size:	132 kW DC	
Service Frequency	† Quarterly † Every 6 months X Annually † Other: [INSERT]	
Annual Fixed Fee and Payment Schedule:	Description of Plan Full Service Operations and Maintenance plan as described in Attachment B with one annual cleaning	Price + Payment Schedule \$1,460.25 - Due upon Contract Signing \$4,380.75 - Due upon completion of work
	Renewal - Summer 2026	25% Deposit due upon mobilization. Balance due in full upon completion of the work or services provided.
Pre-Authorized Additional Services:	Contractor is authorized to perform Additional Services up to \$500 without further authorization from Customer.	
Response Times		
All issues – initial response:	Contractor will respond by telephone or e-mail within 2 working days.	
High Priority: Any issue creating an imminent danger to people or property or that reduces System production by 25% or more.:	Contractor's representative will be on-site within 3 calendar days.	
Medium Priority: All other issues – site inspection:	Contractor's representative will be on-site within 10 working days.	