

STANDARD OFFER  
FOR SELF-GENERATION  
INTERCONNECTION AGREEMENTS

**CITY OF LOS ANGELES**  
**HARBOR DEPARTMENT** - LADWP  
SOLAR-POWERED CUSTOMER GENERATION  
INTERCONNECTION AGREEMENT

BETWEEN

**CITY OF LOS ANGELES**  
**HARBOR DEPARTMENT**  
(CUSTOMER)

AND

DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES

DWP NO. \_\_\_\_\_

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT** – LADWP  
SOLAR-POWERED CUSTOMER GENERATION  
INTERCONNECTION AGREEMENT

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.	RECITALS .....	1
2.	DEFINITIONS .....	2
3.	AGREEMENT .....	3
4.	RESPONSIBILITIES OF THE CUSTOMER .....	4
5.	RESPONSIBILITIES OF LADWP .....	6
6.	METERING .....	7
7.	DISCONNECTION OF THE GENERATION FACILITY .....	7
8.	INTERCONNECTION BILLING DETERMINANTS .....	8
9.	ELECTRIC SERVICE BILLING DETERMINATIONS .....	9
10.	BILLINGS AND PAYMENTS .....	9
11.	INGRESS AND EGRESS .....	11
12.	INSURANCE .....	11
13.	INDEMNIFICATION .....	14
14.	ADMINISTRATION .....	15
15.	DEFAULT .....	16
16.	REMEDIES UPON DEFAULT .....	17
17.	FORCE MAJEURE .....	17
18.	AUTHORIZATIONS AND APPROVALS .....	17
19.	EFFECT OF SECTION HEADINGS .....	18
20.	NONWAIVER .....	18
21.	NONDEDICATION OF FACILITIES .....	18
22.	NO THIRD-PARTY BENEFICIARIES .....	18
23.	NOTICES .....	18
24.	TRANSFER OF INTEREST .....	19
25.	SEVERAL OBLIGATIONS .....	19
26.	SEVERANCE .....	19

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT** – LADWP  
SOLAR-POWERED CUSTOMER GENERATION  
INTERCONNECTION AGREEMENT

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
27.	EFFECTIVE DATE AND TERM.....	19
28.	GOVERNING LAW.....	20
29.	CHILD SUPPORT ASSIGNMENT ORDERS.....	20
30.	UNDERSTANDING.....	21
31.	REPRESENTATION.....	21
32.	EXHIBITS.....	21
33.	EXECUTION.....	22

ATTACHMENTS

EXHIBIT A – Customer Generation Data Sheets .....	A-1
EXHIBIT B – Single-Line Diagram and Equipment List For The LADWP Facility.....	B-1
EXHIBIT C – Monthly Charge for Operation and Maintenance Service.....	C-1
EXHIBIT D – Certification of Compliance with Child Support Obligations.....	D-1
EXHIBIT E – Contract Insurance Requirements Dept of Water & Power .....	E-1

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT** - LADWP  
SOLAR-POWERED CUSTOMER GENERATION  
INTERCONNECTION AGREEMENT

This Agreement is made and entered into by and between THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP), acting by and through the BOARD OF WATER AND POWER COMMISSIONERS (Board) and CITY OF LOS ANGELES HARBOR DEPARTMENT, a Department customer, (Customer), sometimes referred to singularly as "Party" and collectively as "Parties", who agree as follows:

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

1.1 Customer is currently purchasing Electric Service from LADWP at:

**616 N ALAMEDA ST**

---

**B**

---

**WILMINGTON, CA 90744**

---

Electric Service at this location is being provided pursuant to the terms and conditions of the Electric Rate Ordinance No. 168436.

1.2 Customer currently has, or intends to design, construct, own, operate, and maintain, at its sole risk and expense, a solar-powered Customer Generation Facility in parallel with LADWP's electric system. The Customer Generation Facility has an installed nameplate rating of 63-kW. The Customer Generation Facility is more fully described in Exhibit A of this Agreement.

1.3 If it is deemed necessary by LADWP to do so after evaluating the Customer 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 safe operation of the Customer Generation Facility in parallel 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 as Exhibit B.

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

- 2.1 Agreement: This CITY OF LOS ANGELES HARBOR DEPARTMENT - LADWP Solar-Powered Customer Generation Interconnection Agreement.
- 2.2 Authorized Representatives: The representative or designated alternate of a Party appointed in accordance with Section 14 of this Agreement.
- 2.3 Customer: CITY OF LOS ANGELES HARBOR DEPARTMENT
- 2.4 Customer Generation Facility: All of Customer's electrical and mechanical equipment associated with the generation of electricity at the Customer's location.
- 2.5 Effective Date: As defined in Section 27 of this Agreement.
- 2.6 Electric Rate Ordinance: Ordinance No. 168436 effective January 31, 1993, and all amendments, revisions, and replacements thereof, including the electric rate schedules adopted by ordinances of the City of Los Angeles approving the rates to be paid by Customer for Electric Service at the location of the Customer Generation Facility. The Electric Rate Ordinance in effect at the time of billing shall have precedence over any definitions, rate figures, numbers or calculations that may appear in this Agreement.
- 2.7 Electric Service: As defined in the Rules.
- 2.8 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.
- 2.9 Energy Credit: As defined in the Electric Rate Ordinance.
- 2.10 Excess Energy: Energy generated by the Customer Generation Facility beyond the Customer's load requirements.

- 2.11 In-Service Date: The date of initial interconnection of the Customer-Generation Facility to LADWP's electric system.
- 2.12 Interconnection Costs: All reasonable costs, as determined by Customer and LADWP in accordance with Prudent Utility Practices, including, but not limited to, planning, engineering, design, supervision, material procurement, construction, quality assurance and inspection, testing, metering, maintenance, negotiation, contract administration, protection, expediting, accounting, budgeting, and other activities reasonably necessary for the interconnection and safe parallel operation of the Customer Generation Facility to LADWP's electric system.
- 2.13 LADWP Facility: Electrical and mechanical equipment required and installed, owned, operated and maintained by LADWP for the safe parallel operation of the Customer Generation Facility. This equipment is deemed by LADWP to be appurtenant and/or incidental to the Customer Generation Facility and will be located at the site of the Customer Generation Facility.
- 2.14 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.
- 2.15 Rules: The Rules Governing Electric Service in the City of Los Angeles adopted by the Board of Water and Power Commissioners of the City of Los Angeles under Resolution No. 56, dated September 8, 1983, and all amendments, revisions, and replacements thereof.
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, as needed, solely from LADWP, in accordance with the appropriate rate schedule in the Electric Rate Ordinance.
- 3.2 LADWP shall purchase Excess Energy produced by the Customer Generation Facility. Payments for Excess Energy shall be made as described in the appropriate rate schedule in the Electric Rate Ordinance.

4. RESPONSIBILITIES OF CUSTOMER:

- 4.1 Customer shall own the Customer Generation Facility, at its sole risk and expense, in compliance with all applicable codes, laws, Electric Service Requirements, Rules, and Prudent Utility Practices. A person or entity acting on Customer's behalf may operate and maintain the Customer Generation Facility in compliance with all applicable codes, laws, Electric Service Requirements, Rules, and Prudent Utility Practices. Meeting this requirement shall not relieve Customer of its obligations pursuant to the terms and conditions of this Agreement.
- 4.2 When Customer submits the signed Agreement to LADWP for execution, Customer shall also submit the following information:
- 4.2.1 Electrical plans including load schedules and single-line diagrams.
- 4.2.2 Plot and site development plans showing generator, disconnect, metering equipment locations and Department access to generator, disconnect and meter equipment locations.
- 4.2.3 Energy Source Information:
- (1) Maximum kilowatt rating
  - (2) Nominal voltage output
  - (3) Voltage regulation
  - (4) Maximum fault current contribution
- 4.2.4 Protective system information:
- (1) Protective system plan
  - (2) Manufacturer's data sheets and maintenance requirements for protective equipment
  - (3) Any additional information required by LADWP
- 4.3 Review by LADWP of Customer's specifications shall not be construed as confirming or endorsing the design, any warranty of safety or durability of the Customer Generation Facility.
- 4.4 LADWP shall not, by reason of review or failure to review, be responsible for strength, details of design, adequacy or capacity of the Customer-

Generating Facility or said equipment, nor shall LADWP's acceptance be deemed to be an endorsement of the Customer Generation Facility.

- 4.5 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 Customer Generation Facility meets the standards set forth in the applicable Electric Service Requirements.
- 4.6 Customer shall operate and maintain the Customer Generation Facility in accordance with the applicable Electric Service Requirements and Prudent Utility Practices.
- 4.7 Customer shall not energize, at any time, a de-energized portion of LADWP's electric system without express permission from LADWP's Authorized Representative.
- 4.8 Customer shall obtain and maintain in full force and effect appropriate insurance coverages for the Customer Generation Facility with limits not less than those set forth in Section 12 of this Agreement.
- 4.9 The Parties recognize that, from time to time, certain improvements, additions, or other changes in the interconnection and protection equipment at the Customer Generation Facility may be required for the safe parallel operation of the Customer Generation Facility with LADWP's electric system. Such improvements, additions, or other changes shall be in accordance with Prudent Utility Practices. LADWP shall have the right to require Customer to make those changes on the Customer Generation Facility upon reasonable advance written notice from LADWP's Authorized Representative.
- 4.10 Failure of Customer to comply with Section 4.9 within a reasonable period of time after receipt of such written notice may result in the Customer 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 the location of the Customer Generation Facility subject to future amendments to the existing Rules.
- 5.2 If it is deemed necessary by LADWP to do so after evaluating the Customer 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 safe operation of the Customer Generation Facility in parallel with LADWP's electric system.
- 5.3 LADWP reserves the right to make measurements or other tests on the Customer Generation Facility, from time to time, as specified in the Electric Service Requirements. If the measurements or tests determine that the Customer Generation Facility does not meet the specifications, LADWP will require Customer to disconnect the Customer Generation Facility from LADWP's electric system pursuant to Subsection 7.1. Customer shall make the appropriate changes to the Customer 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 safe parallel operation of the Customer 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 Subsection 8.1 of this Agreement.
- 5.5 LADWP shall have the right of ingress to and egress from Customer's premises pursuant to Section 11 of this Agreement.
- 5.6 LADWP shall bill Customer for Customer's pro rata share of the costs incurred in the implementation of this Agreement pursuant to Section 8 of this Agreement.

6. METERING:

- 6.1 Revenue metering shall be installed in accordance with the appropriate rate schedule in the Electric Rate Ordinance.
- 6.2 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 Demand Charges.
- 6.3 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. Customer may request testing of meters prior to their normally scheduled test dates, and LADWP shall test the meters upon request. 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.
- 6.4 Disputes concerning alleged meter discrepancies shall be resolved in accordance with the Rules.

7. DISCONNECTION OF THE CUSTOMER GENERATION FACILITY:

- 7.1 LADWP shall require Customer to disconnect the Customer Generation Facility from LADWP's electric system if Customer does not comply with the covenants of this Agreement, the Electric Rate Schedules, the applicable Electric Service Requirements, or the Rules. LADWP's Authorized Representative shall provide the Customer with thirty (30) calendar days written notice of such intent. In the event the Customer takes prompt action to comply, and pursues such action to completion, then LADWP will take no further action.
- 7.2 In accordance with procedures established in the Electric Service Requirements, LADWP shall require Customer to disconnect the Customer Generation Facility immediately from LADWP's electric system if LADWP determines in good faith that an emergency and hazardous condition exists and such action is necessary to protect persons, LADWP's electric system,

or other customer facilities from damage or interference caused by Customer's electrical equipment, or to allow LADWP to repair, replace, or maintain any equipment associated with LADWP's distribution system.

7.3 Each Party shall endeavor to correct the condition on its electric system that resulted in the separation and shall coordinate reconnection of the Customer Generation Facility for parallel operation.

7.4 LADWP shall provide for reconnection of the Customer Generation Facility to LADWP's electric system when reasonable to do so.

7.5 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.

8. INTERCONNECTION BILLING DETERMINANTS:

If LADWP determines after review of the Customer Generation Facility's plans that an LADWP Facility must be constructed and modifications made to LADWP's electric system for the safe operation of the Customer Generation in parallel with LADWP's electric system, then this Section 8 shall apply.

8.1 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 ten (10) percent of the preliminary cost estimate of the Interconnection Costs. The estimate made shall be based on Customer's 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.

8.2 LADWP shall bill Customer for the amount of the Interconnection Costs based on the detailed cost estimate, less the ten (10) percent amount previously advanced pursuant to Subsection 8.1.

8.3 Upon receipt of the necessary funds, LADWP shall proceed with the LADWP Facility and any necessary modifications to the electric system for the safe parallel operation of the Customer Generation Facility.

- 8.4 If it is determined, at the completion of LADWP Facility, that Customer has advanced funds that are greater or less than the actual Interconnection Costs, LADWP's Authorized Representative shall make the appropriate adjustment within ninety (90) calendar days after the In-Service Date. Payment shall be made within thirty (30) calendar days thereafter.
- 8.5 LADWP shall bill Customer monthly for maintenance service on the LADWP Facility pursuant to Exhibit C of this Agreement.
- 8.6 If it is determined, pursuant to Subsection 5.4 of this Agreement, that LADWP must make improvements, additions, or other changes to either the LADWP Facility or to LADWP's electric system, LADWP will bill Customer for all costs incurred for such improvements, additions, or other changes. The Maintenance Costs determined pursuant to Exhibit C shall be modified to reflect changes in the LADWP Facility.

9. ELECTRIC SERVICE BILLING DETERMINATIONS:

- 9.1 LADWP shall bill Customer for Electric Service after the end of each billing period. The bill shall be calculated using the applicable rates described in appropriate rate schedule in the Electric Rate Ordinance and recorded 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. Customer shall send the payment to the address specified in Subsection 10.2.
- 9.2 For Excess Energy purchased by LADWP during the just-ended billing period, LADWP shall calculate a dollar credit based on methodology set forth in the appropriate rate schedule in the Electric Rate Ordinance.

10. BILLINGS AND PAYMENTS:

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

10.1.1 If to LADWP:  
Department of Water and Power  
of the City of Los Angeles  
P. O. Box 30870, Room 434  
Los Angeles, California 90030-0870  
Attention: General Accounting

10.1.2 If to Customer:  
**CITY OF LOS ANGELES HARBOR DEPARTMENT**  
**425 SOUTH PALOS VERDES STREET**  
**SAN PEDRO, CA 90731**  
Attention: **ACCOUNTING - ACCOUNTS PAYABLE**

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

10.2.1 If to LADWP:  
Department of Water and Power  
of the City of Los Angeles  
P. O. Box 51111  
Los Angeles, California 90051-5700  
Attention: Accounts Receivable

10.2.2 If to Customer:  
**CITY OF LOS ANGELES HARBOR DEPARTMENT**  
**425 SOUTH PALOS VERDES STREET**  
**SAN PEDRO, CA 90731**  
Attention: **ACCOUNTING - ACCOUNTS PAYABLE**

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

10.4 All bills, except as provided otherwise in this Agreement, are due and payable 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:

11.1.1 Any purpose related to furnishing or receiving electric energy under this Agreement.

11.1.2 In order to exercise any and all rights secured to LADWP by law, this Agreement, or the Rules.

11.2 While on Customer's premises, LADWP shall abide by Customer's safety rules and regulations.

12. INSURANCE: It is the policy of LADWP that upon signing an Interconnection Agreement of certain Kilowatt nameplate rating capacity, the Customer must provide evidence of insurance that conforms to the insurance requirements of the Agreement. Insurance requirements are explained in detail in the following language and "Contract Insurance Requirements" sheet (EXHIBIT E), which specifically outlines the types and amounts of coverage required for this Agreement. For your information and use, "Special Endorsement Forms", "Guidance for Submitting Evidence of Insurance" and information on our insurance program for small vendors are available on our website

Provided Customer meets specified kilowatt nameplate rating capacity, Customer must submit within 30 days of the date of final signing of the Agreement, acceptable evidence of required insurance, in a form acceptable to the Department and from insurers acceptable to the Department. Such insurance must be maintained current throughout the term of the Agreement. Approved evidence of insurance must be on file with the Risk Management Section in order for the Customer's system to be interconnected to the LADWP grid.

For further information regarding these insurance requirements, please contact:

Los Angeles Department of Water and Power  
Risk Management Section

Phone: (213) 367-4674

Fax: (213) 367-0214

Website: [www.ladwp.com/riskmanagement](http://www.ladwp.com/riskmanagement)

- 12.1 Customer shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page (EXHIBIT E). The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as Additional Insureds, against the area of risk described herein as respects Customer's negligence, acts or omissions, under the Agreement, or other related activities performed by or on behalf of Customer. Such insurance shall not limit or qualify the liabilities and obligations of the Customer assumed under the contract.
- 12.2 Each specified insurance policy shall contain a Severability of Interest and Cross Liability clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Liability Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under this Agreement with the City of Los Angeles."
- 12.3 All such insurance shall be Primary and Noncontributing with any other insurance held by City's Department where liability arises out of or results from the negligence, acts or omissions of Customer, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Customer. Any insurance carried by the Department which may be applicable shall be deemed to be excess insurance and the Customer's insurance is primary for all purposes despite any conflicting provision in the Customer's policies to the contrary.

- 12.4 Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Customer in its operations.
- 12.5 At least ten (10) days prior to the expiration date of any of the policies required on the attached Contract Insurance Requirements page (EXHIBIT E), documentation showing that the insurance coverage has been renewed or extended shall be filed with the Department. If such coverage is canceled or reduced in coverage, Customer shall, within fifteen (15) days of such cancellation or reduction of coverage, file with the Department evidence that the required insurance has been reinstated or provided through another insurance company or companies.
- 12.6 Customer shall provide proof to the Department's Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of Department's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with the Department and approved by the Risk Manager prior to Customer being interconnected to the DWP system. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Department of Water and Power, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date

thereof. The notification shall be sent by registered mail to: Risk Management Section, L.A. Water and Power, Post Office Box 51111, JFB Room 465, Los Angeles, California 90051-0100.

- 12.7 Should any portion of the required insurance be on a "Claims Made" policy, the Customer shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.
- 12.8 Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may terminate the Agreement and disconnect the Generation Facility from LADWP's electric system, pursuant to Section 7.
- 12.9 The Department and Customer agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Customer to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.
13. INDEMNIFICATION: The Customer undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, and, at the option of the Department, defend the Department, and any and all of their Boards, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and 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 or loss of use to any property of either party hereto, or third persons in any manner arising by reason of or incident to this Agreement, or resulting directly or indirectly from the negligent acts, errors, omissions or willful misconduct of Customer, or the Customer's officers, designee, agents, employees, or sub-contractors/sub-vendors of any tier, except for the sole negligence or willful misconduct of LADWP.

14. ADMINISTRATION:

- 14.1 Within thirty (30) calendar days after the effective date of this Agreement, Customer and LADWP's Director of Power System Operations and Maintenance 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 delegate 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.
- 14.2 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.
- 14.3 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 System Operations and Maintenance who shall use their best efforts for resolution.
- 14.4 Prior to the In-Service Date, the Authorized Representatives shall agree on written procedures pertaining to the synchronization, operation, maintenance, administration, and other activities that may require coordination between the Parties.

14.5 All actions, resolutions, determinations, or reports made by the Authorized Representatives shall be made in writing and shall become effective when signed by the Authorized Representatives.

14.6 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 Power System Operations and Maintenance.

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

15. DEFAULT:

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

15.1.1 Failure by Customer to make payment to LADWP of uncontested amounts within the time set forth in Section 10 herein; or

15.1.2 Failure by Customer to comply with requirements pertaining to the safety of persons or property set forth herein, in the Electric Rate Schedules, or in the applicable Electric Service Requirements; or

15.1.3 Failure by Customer to substantially observe and perform any other material provision of this Agreement where such failure continues for thirty (30) calendar days after receipt by Customer of written notice from LADWP. 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 Customer shall not be deemed to be in default if it shall within the thirty (30) calendar day period commence to cure the default and, thereafter, diligently prosecute the same to completion.

15.2 Default by LADWP: Failure by LADWP to substantially observe and perform any material provision required by this Agreement, where such failure 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 shall within the thirty (30) calendar day period commence to cure the default and, thereafter, diligently prosecute the same to completion.

16. REMEDIES UPON DEFAULT: Each party shall be entitled to money damages according to proof of actual damages resulting from default of the other and, in addition, each party shall have the right to terminate this Agreement upon the occurrence of any of the events of default described in Section 15. In no event shall incidental or consequential damages be payable.
17. FORCE MAJEURE: Neither 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) if failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the Party affected, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or nonaction 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. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any obligation under this agreement by reason of uncontrollable force shall give prompt notice of such fact to the other Party and shall exercise due diligence to remove any inability with all reasonable dispatch.
18. AUTHORIZATIONS AND APPROVALS:
  - 18.1 Each Party shall obtain all the necessary authorizations, licenses, approvals, and permits from Federal, State, or local agencies having jurisdiction.

18.2 This Agreement and all operations hereunder are subject to the applicable laws, ordinances, orders, rules, and regulations of local, State, and Federal governmental authority having jurisdiction.

19. EFFECT OF SECTION HEADINGS: Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.
20. NONWAIVER: None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing. Any omission or failure of either Party to demand or enforce strict performance of provisions of the 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.
21. NONDEDICATION OF FACILITIES: This Agreement shall not be construed as a dedication of any properties or facilities, or any portion thereon, by either Party to each other or the public.
22. 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.
23. NOTICES:
- 23.1 Any written notice under this Agreement shall be deemed properly given if delivered in person or sent by registered or certified mail, postage prepaid, to the person specified below unless otherwise provided for in this Agreement:
- 23.1.1 If to LADWP:
- Department of Water and Power  
of the City of Los Angeles  
P. O. Box 51111, Room 951  
Los Angeles, California 90051-5700  
Attention: Director of Power System  
Operations and Maintenance

23.1.2 If to Customer:

**CITY OF LOS ANGELES HARBOR DEPARTMENT**

**425 SOUTH PALOS VERDES STREET**

**SAN PEDRO, CA 90731**

Attention: **RISK MANAGEMENT**

- 23.2 Either Party may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this Agreement.
24. TRANSFER OF INTEREST: Neither Party shall assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party. The consent to assign or transfer shall not be unreasonably withheld. LADWP's Director of Power System Operations and Maintenance or designee shall execute assignment or transfer of this Agreement or the consent to assign or transfer this Agreement.
25. SEVERAL OBLIGATIONS: The duties, obligations, and liabilities of the Parties are several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or to impose a trust, partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.
26. SEVERANCE: If any paragraph, sentence, clause, phrase, or word is held by a court of competent jurisdiction to be void or unenforceable, the balance of this Agreement shall remain in full force and effect provided that the purposes of this Agreement can still be fulfilled.
27. EFFECTIVE DATE AND TERM:
- 27.1 This Agreement shall become effective upon the date of execution by the Parties.
- 27.2 This Agreement terminates thirty-six (36) months from the Effective Date.
- 27.3 Upon the date of termination of this Agreement all rights to services provided hereunder shall cease and neither 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. Such termination shall not end

indemnification, pursuant to Section 13, provided to LADWP by Customer for periods where customer operates or has operated a generation source electrically connected to LADWP's electric system.

28. GOVERNING LAW: This Agreement shall be interpreted in accordance with the Charter of the City of Los Angeles, as amended, the laws of the State of California, and all applicable Federal laws, rules, and regulations. Any lawsuit relating to this Agreement shall be filed in the County of Los Angeles.

29. CHILD SUPPORT ASSIGNMENT ORDERS:

29.1 This Agreement is subject to Section 10.10, Article 1, Chapter 1, division 10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Customer is required to complete a Certificate of Compliance with Child Support Obligations, which is attached as Exhibit D and incorporated herein by this reference. Pursuant to this ordinance, Customer shall:

29.1.1 Fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders;

29.1.2 Certify that the principal owner(s) of Customer are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally;

29.1.3 Fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family code section 5230, et seq.; and

29.1.4 Maintain such compliance throughout the term of this Agreement.

29.2 Pursuant to Section 10.10b of the Los Angeles Administrative Code, failure of Customer to comply with all applicable reporting requirements or to implement lawfully served Wage and earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Customer to comply with any Wage and earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by Customer under the terms of this Agreement, subjecting this Agreement to

termination where such failure shall continue for more than ninety (90) calendar days after notice of such failure to Customer by City.

- 29.3 Any subcontract entered into by Customer relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this Section and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of Customer to obtain compliance of its subcontractors shall constitute a default by Customer under the terms of this Agreement, subjecting this Agreement to termination where such failure shall continue for more than ninety (90) calendar days after notice of such failure to Customer by the City.
- 29.4 Customer shall comply with the Child support Compliance Act of 1998 of the State of California Employment Development Department. Customer assures that to the best of its knowledge it is fully complying with the earnings assignment orders for all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.
30. UNDERSTANDING: This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof; and there are no other promises, terms, conditions, obligations, understandings, or agreements between the Parties with respect thereto. This Agreement supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to the subject matter hereof.
31. REPRESENTATION: Each Party has been represented by legal counsel in the negotiation and execution of this Agreement.
32. EXHIBITS: Exhibits A through E attached hereto are incorporated herein by this reference.

33. EXECUTION: IN WITNESS WHEREOF, the signatories hereto represent that they have been appropriately authorized to enter into this CITY OF LOS ANGELES HARBOR DEPARTMENT - LADWP Solar -Powered Customer Generation Interconnection Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed on the day and year written below.

**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

(Customer)

By:

Name (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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

**ATTEST:** \_\_\_\_\_

**BOARD SECRETARY**

DEPARTMENT OF WATER AND POWER OF  
THE CITY OF LOS ANGELES

By:

Name (Signature): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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

Resolution No. 008-053.

Date: September 4, 2007

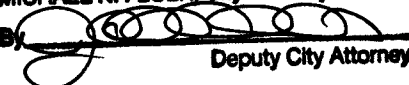
APPROVED AS TO FORM AND LEGALITY  
JULY 31 2014  
MICHAEL N. FEUER, City Attorney  
By:  Deputy City Attorney

EXHIBIT A

CUSTOMER GENERATION DATA SHEETS

Facility Name: BERTH 200 RAIL YARD - MAINTENANCE BUILDING

Address: 616 N. ALAMEDA ST., B

WILMINGTON, CA 90744

Owner/Company: CITY OF LOS ANGELES HARBOR DEPARTMENT

Contact Person: ENGINEERING DIVISION Phone: (310) 732-3877

Primary Product/Service of Facility: RAIL YARD

Unit Start-Up Date: \_\_\_\_\_

SYSTEM CHARACTERISTICS

Capacities: Nameplate Rating 63 kW

Thermal \_\_\_\_\_ BTU/Hr \_\_\_\_\_ lbs./Hr

Operations: Schedule 24 hours/day 365 days/year

Typical Daily Profile, O = On and X = Off

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

 Control Mode:

INTERCONNECTION WITH LADWP

\_\_\_\_\_ Isolated, no connection to power grid

X Parallel, connected to grid to purchase power

\_\_\_\_\_ Parallel, connected to grid, Utility owned or operated

\_\_\_\_\_ Electric Load including planned expansions

GENERATION FACILITY DESCRIPTION

Schematic Diagram

Written Description

(Use additional pages if necessary)

ANNUAL PLAN PRODUCTION/USE CHARACTERISTICS

OUTPUT: Electric 92,012 kWh  
Thermal \_\_\_\_\_ Billion BTUs  
Mechanical \_\_\_\_\_ HP-hr  
CONSUMPTION: Electric \_\_\_\_\_ kWh  
Thermal \_\_\_\_\_ MM BTUs  
PEAK DEMAND: Electric 63 kW  
Thermal \_\_\_\_\_ MM BTUs/hr  
System Efficiency 96.5 percent  
Net Heat Rate \_\_\_\_\_ BTU/kWh  
Fuel Type \_\_\_\_\_ Amount Used \_\_\_\_\_  
\_\_\_\_\_ MMBTUs

ECONOMIC CHARACTERISTICS

Capital Costs \$258,300 O&M Costs \_\_\_\_\_ \$/year  
Fuel Costs: \_\_\_\_\_ \$/year  
Cost of Generated Electricity \_\_\_\_\_ cents/kWh

FOR 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  
MONTHLY CHARGE FOR MAINTENANCE SERVICE

If the LADWP Facility is constructed, the monthly charge for maintenance service on the LADWP Facility shall be based on the purchase price of all equipment installed at the LADWP Facility necessary for the safe, parallel operation of the Customer Generation Facility.

Initially, the monthly charge will be equal to one-half (1/2) percent of the estimated cost of such equipment. The monthly maintenance service charge shall begin on the first day of the first month following the In-Service Date of LADWP Facility. If the In-Service Date does not fall on the first of the month, the first monthly bill shall be prorated to include the partial month, plus the normal monthly payment. For minimal cost projects, the monthly charge for maintenance service may be billed on a quarterly, semi-annual, or annual basis for the preceding three (3), six (6), or twelve (12) months.

When the actual costs for the LADWP Facility equipment have been determined, the monthly maintenance service charge shall be adjusted to reflect the true cost of the equipment. Adjustments to the monthly charge will also be made whenever equipment is removed or installed pursuant to Subsection 5.4 herein.

The monthly charge for maintenance service shall be adjusted annually by LADWP for inflation. Such adjustments shall be equal to the current monthly charge times the sum of one (1) plus the Consumer Price Index (CPI) for the Los Angeles area. Adjustments shall become effective January 1 of the first year following the Effective Date. Inflation adjustments shall be made as soon as the CPI information becomes available.

EXHIBIT D  
City of Los Angeles  
Department of Water and Power

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The Undersigned hereby agrees that CITY OF LOS ANGELES  
HARBOR DEPARTMENT will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wages and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain compliance with Child Support Obligations Ordinance provisions.

I declare under penalty of perjury that the foregoing is true and was executed at:

San Pedro / Los Angeles / California  
City/County/State

\_\_\_\_\_  
Date

Please check if company has already submitted to DWP certification relative to Child Support Obligations Ordinance.

CITY OF LOS ANGELES  
HARBOR DEPARTMENT      425 S. PALOS VERDES ST., SAN PEDRO, CA 90731  
Name of Business                      Address

\_\_\_\_\_  
Signature of Authorized Officer or Representative                      Print Name

\_\_\_\_\_  
Title    Telephone Number

**EXHIBIT E**  
**CONTRACT INSURANCE REQUIREMENTS - DEPT OF WATER & POWER**

Agreement/Activity/Operation: Interconnection - Residential Customer >30 kW/ Commercial Customer  
 Reference/Agreement: Co-Generation Interconnection Agreement  
 Term of Agreement: Three years  
 Contract Administrator and Phone: Judy Roles Kris Jolley (213) 367-3413 (213) 367-2726  
 Buyer and Phone Number: N/A  
 Risk Manager /Date: AMN/7-25-07

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

**PER OCCURRENCE LIMITS**

- ( ) WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: ( )
- ( ) Broad Form All States Endorsement ( ) US L&H (Longshore and Harbor Workers)
- ( ) Jones Act (Maritime Employment) ( ) Outer Continental Shelf
- ( ) Waiver of Subrogation ( ) Black Lung (Coal Mine Health and Safety)
- ( ) Other: \_\_\_\_\_ ( ) Other: \_\_\_\_\_
- ( ) AUTOMOBILE LIABILITY: ( )
- ( ) Owned Autos ( ) Any Auto
- ( ) Hired Autos ( ) Non-Owned Auto
- ( ) Contractual Liability ( ) Additional Insured
- ( ) MCS-90 (US DOT) ( ) Trucker's Form
- ( ) Waiver of Subrogation ( ) Other: \_\_\_\_\_
- (x) GENERAL LIABILITY: ( ) Limit Specific to Project ( ) Per Project Aggregate (\$ 1,000,000.00 )
- ( ) Broad Form Property Damage (x) Contractual Liability (x) Personal Injury
- (x) Premises and Operations (x) Products/Completed Ops. (x) Independent Contractors
- ( ) Fire Legal Liability ( ) Garagekeepers Legal Liab. ( ) Child Abuse/Molestation
- ( ) Corporal Punishment ( ) Collapse/Underground ( ) Explosion Hazard
- ( ) Watercraft Liability ( ) Pollution (x) Addition Insured Status
- ( ) Waiver of Subrogation ( ) Airport Premises ( ) Hangarkeepers Legal Liab.
- ( ) Marine Contractors Liability ( ) Other: \_\_\_\_\_ ( ) Other: \_\_\_\_\_
- ( ) PROFESSIONAL LIABILITY: ( )
- ( ) Contractual Liability ( ) Waiver of Subrogation ( ) 3 Year Discovery Tail
- ( ) Additional Insured ( ) Vicarious Liability Endt. ( ) Other: \_\_\_\_\_
- ( ) AIRCRAFT LIABILITY: ( )
- ( ) Passenger Per Seat Liability ( ) Contractual Liability ( ) Hull Waiver of Subrogation
- ( ) Pollution ( ) Additional Insured ( ) Other: \_\_\_\_\_
- ( ) PROPERTY DAMAGE: ( ) Loss Payable Status (AOIMA) ( )
- ( ) Replacement Value ( ) Actual Cash Value ( ) Agreed Amount
- ( ) All Risk Form ( ) Named Perils Form ( ) Earthquake: \_\_\_\_\_
- ( ) Builder's Risk:\$ \_\_\_\_\_ ( ) Boiler and Machinery ( ) Flood: \_\_\_\_\_
- ( ) Transportation Floater:\$ \_\_\_\_\_ ( ) Contractors Equipment\$ \_\_\_\_\_ ( ) Loss of Rental Income: \_\_\_\_\_
- ( ) Scheduled Locations/Propt. ( ) Other: \_\_\_\_\_ ( ) Other: \_\_\_\_\_
- ( ) WATERCRAFT: ( )
- ( ) Protection and Indemnity ( ) Pollution ( ) Additional Insured
- ( ) Waiver of Subrogation ( ) Other: \_\_\_\_\_ ( ) Other: \_\_\_\_\_
- ( ) POLLUTION: ( )
- ( ) Incipient/Long Term ( ) Sudden and Accidental ( ) Additional Insured
- ( ) Waiver of Subrogation ( ) Contractor's Pollution ( ) Other: \_\_\_\_\_
- ( ) CRIME: ( ) Joint Loss Payable Status ( ) Additional Insured ( )
- ( ) Fidelity Bond ( ) Financial Institution Bond ( ) Loss of Monies/Securities
- ( ) Employee Dishonesty ( ) In Transit Coverage ( ) Wire Transfer Fraud
- ( ) Computer Fraud ( ) Commercial Crime ( ) Forgery/Alteration of Docs.
- ( ) Other: \_\_\_\_\_ ( ) Other: \_\_\_\_\_
- ( ) ASBESTOS LIABILITY: ( ) Additional Insured ( )

**PER OCCURRENCE LIMITS**

( ) \_\_\_\_\_ (\$ \_\_\_\_\_)  
(type of coverage)

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

( ) \_\_\_\_\_ (\$ \_\_\_\_\_)  
(type of coverage)

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

( ) \_\_\_\_\_ (\$ \_\_\_\_\_)  
(type of coverage)

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

**GENERAL NOTES:**

SOLAR PHOTOVOLTAIC STRUCTURE TO BE INSTALLED ON COMMERCIAL STRUCTURE.

DESIGN COMPLIES WITH THE LATEST EDITION OF CALIFORNIA ELECTRICAL CODE NEC, THE SAN DIEGO AREA ELECTRICAL NEWS LETTER AND ALL LOCAL ORDINANCES AND POLICES.

THE PROJECT HAS BEEN DESIGNED IN COMPLIANCE WITH CEC SECTION 1609 TO WITHSTAND A MINIMUM OF 85 MPH WIND LOAD.

THIS BUILDING IS 2 STORES TALL.

PATERS ARE STEEL PURLIN 6" x 6" AND 24" ON CENTER. THIS SYSTEM IS AN UTILITY INTERACTIVE SYSTEM WITH NO STORAGE BATTERIES.

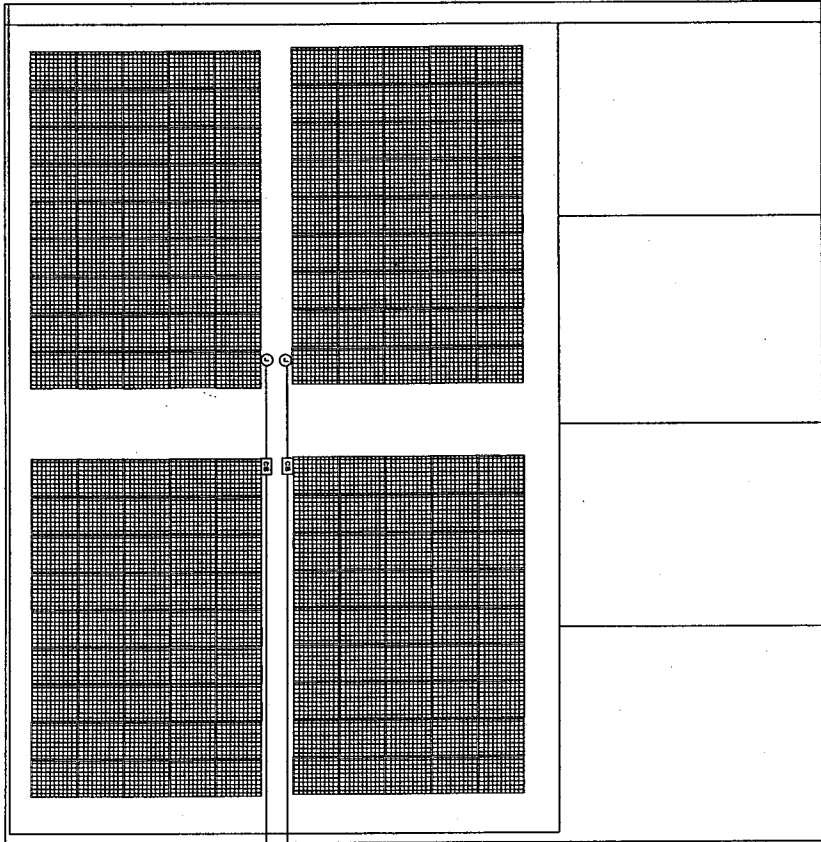
THE SOLAR PHOTO VOLTAGE INSTALLATION SHALL NOT OBSTRUCT ANY PLUMBING, MECHANICAL OR BUILDING ROOF VENTS.

IF THE EXISTING MAIN SERVICE PANEL DOES NOT HAVE A VERIFIABLE GROUNDING ELECTRODE IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSTALL A SUPPLEMENTAL GROUNDING ELECTRODE.

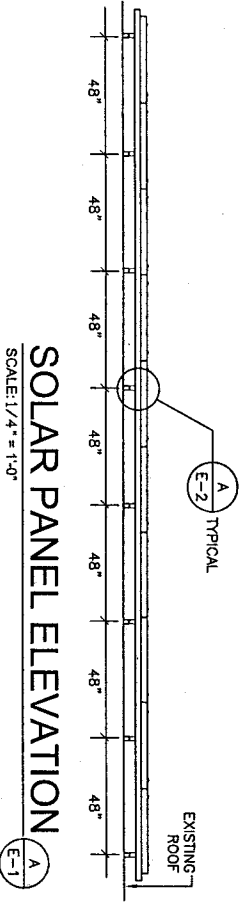
EACH MODULE WILL BE GROUNDING USING THE SUPPLIED CONNECTION POINTS IDENTIFIED ON THE MODULE AND THE MANUFACTURERS INSTALLATION INSTRUCTIONS.

A LUGGER SHALL BE IN PLACE FOR INSPECTION IN COMPLIANCE WITH CAL-OSHA REGULATIONS.

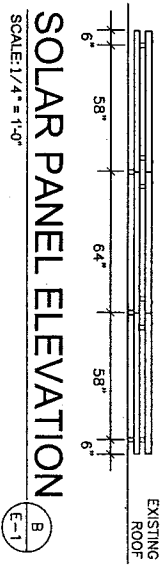
PROVIDE ACCESS AND WORKING CLEARANCES AS PER SECTION 1028 C.C.C.



**ROOF PLAN**  
SCALE: 1/8" = 1'-0"



**SOLAR PANEL ELEVATION**  
SCALE: 1/4" = 1'-0"



**SOLAR PANEL ELEVATION**  
SCALE: 1/4" = 1'-0"

**E 1**

DATE	11/30/12
BY	SWACCI
CHECKED	
SCALE	
PROJECT NO.	

**THE PORT OF LOS ANGELES  
ENGINEERING DIVISION**  
BERTH 200 MAINTENANCE SHOP ROOF PLAN

**GEMCO - SUACCI SOLAR**

Ph (619) 201-6183  
3043 Avenida De Lamar, Spring Valley, Ca 91977