

## **STAFF REPORT**

**To:** Coastside County Water District Board of Directors

**From:** Mary Rogren, General Manager

**Agenda:** November 9, 2021

**Date:** November 3, 2021

**Subject:** Award of Contract for Installation of Energy Efficient LED Light Fixtures at Crystal Spring Pump Station, Nunes and Denniston Facilities using PG&E On-Bill Financing

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### **Recommendation:**

Authorize the General Manager to enter into a contractual agreement with American Wholesale Lighting and Pacific Gas and Electric for \$47,890.82 to replace 175 Compact Florescent Light (CFL) fixtures located at Crystal Springs Pump Station, Nunes, Denniston Pump Station and Water Treatment Plant with energy efficient LED fixtures. The project costs will be paid for with On Bill Financing (OBF) at 0% interest by PG&E and paid back with the net monthly electrical savings.

**Background:** There are 175 CFL light fixtures at the Nunes, CSP, and Denniston facilities that are inefficient and troublesome for staff to replace bulbs. Spent CFL tube are require special handling and disposal. Staff solicited bids from four PG&E qualified electrical contractors. Two companies were responsive with AWL being the lowest bidder with the fastest estimated payoff period of 2.6 years. Following the payback period, estimated annual savings on the PG&E bills for these facilities is ~\$17,600. See Attachment A.

### **Fiscal Impact:**

Funding for this project will be paid for with PG&E OBF at 0% interest in the amount of \$47,891.



## Energy Efficiency Proposal

Prepared for  
**Coastside Water District - Opt 1**  
 766 Main St  
 Half Moon Bay CA 94019

### Implementation Expense

Project Cost*	\$	47,890.82
Rebate	\$	-
Net Project Cost	\$	47,890.82
ROI (yrs)		2.6

### Job Details

Quantity of Fixtures Surveyed	175
Quantity of Recommended Modifications	175
Current Lighting Energy Consumption: kWh	105,926.21
Current Lighting Energy Cost: \$ 0.26 per kWh	\$ 27,540.81
Current Lighting Load: kW	15.19
Proposed Energy Consumption: kWh	38,174.59
Proposed Lighting Energy Cost: \$ 0.26 per kWh	\$ 9,925.39
Proposed Lighting Load: kW	5.24

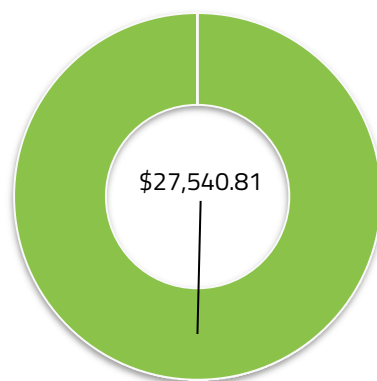
\*Project Cost incorporates Prevailing Wage, taxes, and all applicable lift charges

**Consultant:**  
 Brandon Fox  
 (510) 432-6023

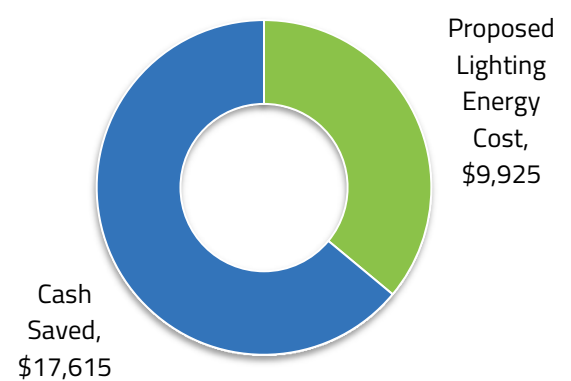
## Energy Savings Analyses

Annual Energy Savings: kWh	67,752
Estimated Annual Savings	
Lighting Energy Savings	\$ 17,615.42
Air Conditioning Savings*	\$ -
Maintenance Savings*	\$ 872.31
Total Annual Savings	\$ 18,487.73
Total Monthly Savings	\$ 1,540.64
Energy Avoidance Percentage	63.96%

Current Lighting Energy Cost:



Utility Bill After Retrofit:



	Area Description	Existing Fixtures				Proposed Energy Efficient Solution				Annual Savings				
		QTY	Fixture Description	AHO	Watts Fixture	Count	Measure Description	Watts Fixture	AHO	Annual Savings KWh	Annual Savings \$\$\$	Annual Savings KW	Existing KW	Proposed KW
1	1001 - Interior - Pump room	19	2 Lamp F48 T12 3.83' 48 Watt	8760	80	19	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 40W, 4000K, 4938 lm, Frosted Lens	40	8760	6657.6	\$ 1,730.98	0.76	1.52	0.76
2	1001 - Interior - Office	2	2 Lamp F32 T8 4' 32 Watt	4368	59	2	WR3 LED Wrap Light, 1-10V dimming, 4ft, 22W, 4000K, 2970 lm, 100-277VAC, Frosted PC Lens	22	4368	323.232	\$ 84.04	0.07	0.12	0.04
3	1001 - Interior - Restroom	1	1 Lamp 40 Watt Incandescent	4368	40	1	TCP LED 9.5W A19 DIM OMNI 41K WET	9.5	4368	133.224	\$ 34.64	0.03	0.04	0.01
4	1001 - Exterior - Building	2	150 Watt Metal Halide	4368	184	2	G3 LED Wall Pack, W/ Photocell, Glass Refractor, 1-10V dimming, 40W, 5000K, 5120 lm, 100-277VAC	28	4368	1362.816	\$ 354.33	0.31	0.37	0.06
5	150 - Interior - TWPS Pump room	6	Existing LED	4368	0	6	Excluded from Scope	0	4368	0	\$ -	0.00	0.00	0.00
6	150 - Interior - RW pump station	6	2 Lamp F32 T8 4' 32 Watt	4368	59	6	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 24W, 4000K, 3255 lm, Frosted Lens	24	4368	917.28	\$ 238.49	0.21	0.35	0.14
7	150 - Interior - Storage shed	1	2 Lamp F32 T8 4' 32 Watt	4368	59	1	WR3 LED Wrap Light, 1-10V dimming, 4ft, 22W, 4000K, 2970 lm, 100-277VAC, Frosted PC Lens	22	4368	161.616	\$ 42.02	0.04	0.06	0.02
8	150 - Interior - WTP	19	2 Lamp F32 T8 4' 32 Watt	4368	59	19	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 24W, 4000K, 3255 lm, Frosted Lens	24	4368	2904.72	\$ 755.23	0.67	1.12	0.46
9	150 - Interior - WTP restroom	1	2-Lamp 9.5W LED	4368	19	1	Install 2 TCP LED 9.5W A19 DIM OMNI 41K WET	19	4368	0	\$ -	0.00	0.02	0.02
10	150 - Interior - WTP office	6	2 Lamp F32 T8 4' 32 Watt	4368	59	6	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 24W, 4000K, 3255 lm, Frosted Lens	24	4368	917.28	\$ 238.49	0.21	0.35	0.14
11	150 - Interior - Hypo room	4	2 Lamp F32 T8 4' 32 Watt	4368	59	4	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 24W, 4000K, 3255 lm, Frosted Lens	24	4368	611.52	\$ 159.00	0.14	0.24	0.10
12	150 - Exterior - Building	4	Existing LED	4368	0	4	Excluded from Scope	0	4368	0	\$ -	0.00	0.00	0.00
13	150 - Exterior - Building	1	Existing LED	4368	0	1	Excluded from Scope	0	4368	0	\$ -	0.00	0.00	0.00
14	150 - Exterior - Building	2	1000 Watt Metal Halide	4368	1077	2	ECO LED Flood Light, 1-10V dimming, 300W, 5000K, 40974 lm, 100-240/277VAC + U bracket	300	4368	6787.872	\$ 1,764.85	1.55	2.15	0.60
15	150 - Exterior - WWR basin	5	1L 42W Compact Fluorescent	4368	42	5	TCP PL Universal 3U Non-Dimmable Lamp, 16W, 1700Lumens, 5000K + Ballast	16	4368	567.84	\$ 147.64	0.13	0.21	0.08
16	500 - Interior - Entry way/ Onsite generation room	7	2 Lamp F32 T8 4' 32 Watt	8760	59	7	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 24W, 4000K, 3255 lm, Frosted Lens	24	8760	2146.2	\$ 558.01	0.25	0.41	0.17
17	500 - Interior - Entryway walkway	2	2 Lamp F32 T8 4' 32 Watt	8760	59	2	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 24W, 4000K, 3255 lm, Frosted Lens	24	8760	613.2	\$ 159.43	0.07	0.12	0.05
18	500 - Interior - Restroom	1	2 Lamp F20 T12 2' 20 Watt	8760	51	1	Install 2 - F017T8 8.5W LED Lamps (DOUBLE-ENDED BYPASS) - White Ballast Cover - 4.25 or 5"	17	8760	297.84	\$ 77.44	0.03	0.05	0.02
19	500 - Interior - Operations office	11	4 Lamp F32 T8 4' 32 Watt	8760	112	11	DUO LED Back Lit Panel, 2x4, CCT & Power Switchable, 3500K/4000K/5000K, 30W/35W/40W, 100-277VAC + Surface Mount Kit	40	8760	6937.92	\$ 1,803.86	0.79	1.23	0.44
20	500 - Interior - Operations office	8	2 Lamp F32 T8 4' 32 Watt	8760	59	8	DUO LED Back Lit Panel, 2x4, CCT & Power Switchable, 3500K/4000K/5000K, 30W/35W/40W, 100-277VAC + Surface Mount Kit	30	8760	2032.32	\$ 528.40	0.23	0.47	0.24
21	500 - Interior - Library room	2	1-Lamp 9.5W LED	8760	9.5	2	TCP LED 14W A21 UNV ND 50K	14	8760	-78.84	\$ (20.50)	-0.01	0.02	0.03
22	500 - Interior - Filter gallery	4	400 Watt Metal Halide	8760	456	4	G3 Helix LED Highbay, 0-10V dimming, 150W, 5000K, 21957 lm, 100-240/277VAC, Clear Lens, Black Housing + 60D Aluminum Shroud & Pendant Mount	150	8760	10722.24	\$ 2,787.78	1.22	1.82	0.60
23	500 - Interior - Filter gallery	10	2 Lamp F48 T12 3.83' 48 Watt	8760	80	10	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 40W, 4000K, 4938 lm, Frosted Lens	40	8760	3504	\$ 911.04	0.40	0.80	0.40
24	500 - Interior - Filter gallery	1	2 Lamp F48 T12 3.83' 48 Watt	8760	80	1	LED Linear Strip, 1-10V dimming, 4ft, 40W, 4000K, 5200 lm, 100-277VAC, Frosted PC Lens	40	8760	350.4	\$ 91.10	0.04	0.08	0.04
25	500 - Interior - Chemical rm	12	2 Lamp F32 T8 4' 32 Watt	8760	59	12	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 24W, 4000K, 3255 lm, Frosted Lens	24	8760	3679.2	\$ 956.59	0.42	0.71	0.29
26	500 - Interior - Generator room	7	2 Lamp F48 T12 3.83' 48 Watt	8760	80	7	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 40W, 4000K, 4938 lm, Frosted Lens	40	8760	2452.8	\$ 637.73	0.28	0.56	0.28
27	500 - Interior - WWR room	7	2 Lamp F32 T8 4' 32 Watt	8760	59	7	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 24W, 4000K, 3255 lm, Frosted Lens	24	8760	2146.2	\$ 558.01	0.25	0.41	0.17

	Existing Fixtures				Proposed Energy Efficient Solution				Annual Savings					
	Area Description	QTY	Fixture Description	AHO	Watts Fixture	Count	Measure Description	Watts Fixture	AHO	Annual Savings KWh	Annual Savings \$\$\$	Annual Savings KW	Existing KW	Proposed KW
28	500 - Interior - WWR room	10	2 Lamp F48 T12 3.83' 48 Watt	8760	80	10	Excluded from Scope	0	8760	7008	\$ 1,822.08	0.80	0.80	0.00
29	500 - Interior - Storage shed	4	2 Lamp F32 T8 4' 32 Watt	4368	59	4	LED Vapor Proof Fixture, 1-10V dimming, 4ft, 24W, 4000K, 3255 lm, Frosted Lens	24	4368	611.52	\$ 159.00	0.14	0.24	0.10
30	500 - Exterior - Roof	2	400 Watt Metal Halide	4368	456	2	Excluded from Scope	0	4368	3983.616	\$ 1,035.74	0.91	0.91	0.00
31	500 - Exterior - Roof	3	Existing LED	4368	0	3	Excluded from Scope	0	4368	0	\$ -	0.00	0.00	0.00
32	500 - Exterior - Roof	4	Existing LED	4368	0	4	Excluded from Scope	0	4368	0	\$ -	0.00	0.00	0.00
33	500 - Exterior - Building	1	Existing LED	4368	0	1	Excluded from Scope	0	4368	0	\$ -	0.00	0.00	0.00
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	Totals:	175				175				67,752	\$ 17,615.42	9.95	15.19	5.24

## American Wholesale Lighting : Terms and Conditions

This Electrical Services Agreement by and between American Wholesale Lighting, Inc. a California corporation with offices located at 1725 Rutan Drive Livermore, CA 94551 (hereafter 'AWL') and Coastside Water District - Opt 1

AWL desires to provide Electrical and Lighting Services to Customer and Customer desires to obtain such services from AWL through representation of Sales Rep, an independent consultant (hereafter 'Consultant'). Customer declares that it has full authority through ownership or authorization from property manager or building owner to enter into this agreement for said property.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

### DESCRIPTION OF SERVICES

AWL will provide to Customer Electrical and Lighting Services as described in this proposal at the property.

### SCOPE OF WORK

AWL shall provide all labor and materials, and perform all work necessary for the completion of the Electrical and Lighting Services as described in this proposal. Electrical and Lighting services set forth only include labor and material for types and quantities listed on proposal. Additional quantities or types required will be addressed in an authorized change order. Plus any emergency ballast installations as described below.

### EMERGENCY BALLAST REQUIREMENTS

The retrofitting of an area of fixtures from T12 to T8 (or Fluorescent to LED) is likely to impose a compatibility with an existing emergency battery backup system which may or may not exist within the existing fluorescent lighting system as these are ballast type specific. These fixtures are often designated by a red light viewable from the exterior of the fixture. If this red light is hidden or it was improperly installed there is no way to know if a fixture contains an emergency ballast until the fixture is opened up completely exposing such a scenario. As this is a common finding in retrofitting the Customer agrees that AWL will charge an additional fee of \$140 (material cost of \$85 and a labor cost of \$55) per emergency ballast upgrade required to upgrade such a fixture as deemed necessary by the technician on site at the time of installation. If the additional \$140.00 charge is not acceptable, fixtures with emergency ballasts will be removed from the scope of work and the overall cost of the job will be reduced accordingly

Customer Initials: X \_\_\_\_\_

### PROPOSALS AND CHANGE ORDERS

The proposal is created from specifications, drawings and quantities provided by Consultant. AWL is not liable for any promises or specifications regarding light output or energy savings given this party. AWL's sole liability shall be to the quantities and types of materials and labor specified in this proposal. Project shall be considered complete and billable once the labor and materials as described this proposal have been installed as described.

On occasion the information provided in this proposal does not properly represent the materials or labor to be performed at the property. When such information comes to AWL's attention and work cannot proceed as otherwise described, the portion of the project affected will cease until such time that a Change Order with the correct items can be presented to the client and whatever additional costs, if any, are approved. If the changes are not approved the portion not affected shall not be excluded from the contract and once completed shall be billed at a prorated fee based upon the entire scope of work.

**PAYMENT**

Payment shall be made to American Wholesale Lighting, Inc. 1725 Rutan Drive Livermore, CA 94551 in the amount designated on Exhibit A pursuant to any additions or authorized Change Orders within 30 days from the Invoice Date. **Unless otherwise specified, tax is not included and the customer is responsible for the full tax due based upon the value of the materials listed.**

Customer Initials: X \_\_\_\_\_

**TIME OF COMPLETION**

AWL shall commence the work to be performed under this Agreement within 60 days of the signed proposal.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Customer shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Customer fails to pay for the Services when due, AWL has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

**PERMITS**

**AWL shall comply with all applicable federal, state, and local laws, ordinances, regulations and codes in AWL's performance under this Agreement, including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.), and all safety and environmental laws. Customer shall be responsible for providing all permits (including but not limited to Title 24) for work to be completed unless otherwise stated on the Proposal. All permits provided by AWL, as requested by the customer in writing, will be reimbursed by Customer on a Time and Material basis for the both the labor required to pull the permit, and complete the required inspections as well the cost of the permit plus 15%. As of the date of this Contract permits might be required for ballast and lamp replacements by local jurisdiction.**

**DEBRIS**

Customer shall provide a space for debris during said project. All debris resulting from said project shall be removed from premise and recycled or disposed of in accordance with applicable laws by AWL at the close of the project. AWL owns the rights to recycle all materials resulting from the completion of this project.

**EXCLUDED SERVICES**

Unless otherwise listed on Exhibit A or authorized in writing the following is excluded from the description of work:

- (a) Additional materials or labor, whether or not recommended or directed by governmental authorities or by insurance companies
- (b) Installation, service or retrofit of fixtures beyond safe reach utilizing a standard A-frame 12 foot ladder or that require the use of a hydraulic lift or scaffolding
- (c) Repair or replacement of broken fixtures or lenses. Customer should be aware that old lenses can be extremely brittle and may break during the course of this project. The material cost of replacement lenses are the sole responsibility of the customer. This of course does not negate the reasonable expectation of AWL's employees to be considerate of this during scope of this project.
- (d) Inaccessible fixtures. (Customer must provide access to all fixtures within this agreement. This includes but is not limited to unlocking doors, moving equipment, shelving, material, or debris.)
- (e) Unsafe working area. (Customer must provide a safe working environment free from hazards. No electrical work shall be done on greasy or wet floors. Customer must make reasonable efforts to keep employees and customers from entering work area.)

**INSURANCE**

AWL shall maintain general liability, and workers compensation insurance at an industry standard level with a reputable insurance company.

**ACCESS**

The Customer will provide access to all lighting fixtures in a manner as such not to disrupt a steady workflow for the installation. Acceptable access shall be determined by the electrician lead on site at time of installation. Any fixture or areas deemed inaccessible shall be removed from the total contract at a prorated dollar amount based on the entire project

**WORKING HOURS**

The services required of AWL under this Contract, including emergency service, shall be performed during the regular working hours of its regular working days, consisting of 8am to 5pm, Monday - Friday except Holidays, except as provided in immediately below.

If the Customer requests that the AWL perform any of its services at times other than during its regular working hours, then for the services performed outside the regular working hours ("overtime hours"), the Customer shall be charged at one and a half times the proposed labor cost. Any differentiation must be paid in advance prior to scheduling of appointment for install.

**WORK STOPPAGE**

If customer prevents or stops AWL employees from completing or starting work on scheduled day of installation due to no fault of AWL or Consultant, then customer will be liable for all non-worked billable labor scheduled for that day, as required to complete Exhibit A with a maximum charge of \$350 (three hundred fifty dollars) per employee scheduled.

**FINAL INSPECTIONS AND LIENS**

Upon notification by AWL of completion of the work, The Customer has 5 days to identify any incomplete work or deficiencies in workmanship or materials from the date of Notification of completion of work by AWL.

When the Customer finds the work is completed the Customer shall pay AWL within 30 days of the Invoice Date.

AWL as the primary Contractor for this project holds the right to file a Mechanics Lien against the property where work was performed. AWL hereby notifies customer of this right and its intent to do so if payment is not received within 30 days of completion of project.

**WARRANTY**

AWL shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet NEC, CEC and local code requirements. AWL warrants its workmanship for a period of 1 year.

AWL shall not be held liable for any loss, any damage, or any expense in material or labor, directly or indirectly arising from the use of any material or from any other cause resulting from the purchase of and/or use of any items provided by AWL. AWL's liability is solely and expressly limited to the replacement value and/or credit for the value of the material provided by the company.

Ballast and Lamp issues, without exception, will be handled directly by the manufacturer of record for those items. AWL may at its discretion choose to intercede on behalf of said manufacturer without admission of or claiming of any responsibility for the issue resulting from the material malfunction. A contact name and phone number for a specific ballast manufacturer can be provided upon request. AWL shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet NEC, CEC and local code requirements. All materials are warranted individually by their respective manufacturer.



**COMPLETION OF SERVICES**

Upon the completion of the Electrical services by the AWL, AWL shall see to it that Owner's property is restored to the condition they were in prior to the entry by the AWL, and AWL shall see to it that all portions used by the AWL during the term of this Agreement shall be broom clean and free of debris.

**DEFAULT**

The occurrence of any of the following shall constitute a material default under this Agreement:

- (a) The failure to make a required payment when due.
- (b) The insolvency or bankruptcy of either party.
- (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- (d) The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

**REMEDIES**

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE**

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates

**ARBITRATION**

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**SEVERABILITY**

If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**GOVERNING LAW**

This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**NOTICE**

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**X**\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Print Name

## Customer Information

Coastside Water District - Opt 1	
766 Main St	
Half Moon Bay CA 94019	
Contact	Darin Sturdivan
Phone	650-554-0007
Fax	-
Email	Dsturdivan@coastsidewater.org

## Project Information

Proposal Date	11/3/2021
Project Cost*	\$ 47,890.82
Rebate	\$ -
Net Project Cost <i>Tax Included</i>	\$ 47,890.82
Consultant	Brandon Fox

X

Signature

Date

Print Name

X

American Wholesale Lighting

Date

Print Name

\*Project Cost incorporates Prevailing Wage, taxes, and all applicable lift charges