

Board Office Use: Legislative File Info.	
File ID Number	13-2507
Committee	Facilities
Introduction Date	11-6-2013
Enactment Number	13-2385
Enactment Date	11/6/13 <i>AS</i>

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
November 6, 2013

To: Board of Education

From: Dr. Gary Yee, Acting Superintendent and Secretary, Board of Education
By: Vernon Hal, Deputy Superintendent
Timothy White, Assistant Superintendent of Facilities *TH*

Subject: Approval by the Board of Education of the Notices to Proceed and Project Addendum No. 4 to Agreement for Design and Construction between Oakland Unified School District and SunPower Corporation Systems ("SunPower"), and Approval of Sixteen (16) Separate Notices to Proceed for Sixteen School Sites.

ACTION REQUESTED

Approval by the Board of Education of the Notices to Proceed and Project Addendum No. 4 to Agreement for Design and Construction with SunPower Corporation, Systems ("SunPower") and Oakland Unified School District ("District") and Approval of Notices to Proceed 5 through 20 to provide all services under the Agreement not previously authorized by Notices to Proceed, including without limitation construction, operations & maintenance, performance guarantee, and related services.

BACKGROUND

At the District's September 12, 2012, Board meeting, the Board approved an Agreement with SunPower to design, construct, and maintain solar photovoltaic systems at sixteen (16) separate school sites ("School Sites"). That Agreement provides that District shall, in its sole discretion, issue Notices(s) to Proceed and Project Addendum to authorize SunPower to perform the Services pursuant to the Agreement.

At this time, the Construction Document Phase of the Agreement is nearing completion and the plans for each School Site are with the Division of State Architect ("DSA") and are nearing or receiving approval. The District should issue sixteen (16) separate notices to proceed for the remaining services under the Agreement in addition to Notice to Proceed and Project Amendment No. 4, because SunPower can proceed with Construction at each School Site as soon as the plans are approved by the DSA. The Operation and Maintenance and Performance Guarantee services at each School Site naturally follow the completion of Construction at each respective School Site.

The Services or Work to be performed by SunPower pursuant to these NTPs shall be for a maximum not to exceed total price of \$30,186,032, including construction costs and twenty five (25) years of annual payments for services under the Operations & Maintenance Agreement and for twenty-five (25) years of annual payments for the Performance Guarantee.

FISCAL IMPACT

Up to \$30,186,032 (in total) for all services under the Agreement not previously authorized by Notices to Proceed, including without limitation construction, operations & maintenance, performance guarantee, and related services.

RECOMMENDATION

That the Board of Education authorize the District's Superintendent, or his designee, to approve Notice to Proceed and Project Addendum No. 4 to Agreement for Design and Construction with SunPower as indicated in the Agreement, to approve the sixteen (16) separate Notices to Proceed for each School Site (Notices to Proceed 5 through 20), and to take all steps and perform all actions necessary to execute and implement that each Notice to Proceed and Amendment and to take any actions deemed necessary to best protect the interest of the District.

ATTACHMENTS

Notices to Proceed and Project Addenda Nos. 4 through 20 to Agreement for Design and Construction.

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: AS

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 4
TO
AGREEMENT FOR DESIGN AND CONSTRUCTION**

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

Recitals

- A. On or about September 13, 2012, the Parties entered into Addendum No. 1 which, inter alia, made the following changes:
- Authorized \$248,429 from the Contract Price to perform schematic design and design development services for work at seventeen (17) sites.
- B. On or about January 24, 2013, the Parties entered into Addendum No. 2 which, inter alia, made the following changes:
- Authorized \$1,451,310 from the Contract Price to provide construction documents and attain DSA approval for work at seventeen (17) sites.
 - This amount was later revised by change order to \$1,359,880.
- C. On or about June 13 2013, the Parties entered into Addendum No. 3 which, inter alia, made the following changes:
- Authorized \$1,565,901 from the Contract Price to perform tree trimming, roofing work and electrical switchgear procurement at sixteen (16) sites.
 - This amount was later revised by change order to \$1,340,493
- (Addendum No. 1, Addendum No. 2, and Addendum No. 3, and all change orders thereto are collectively referred to as "Previous Addenda").
- D. The Division of the State Architect is approving the design and plans for sixteen (16) sites and the Parties, through this Addendum, are agreeing on the amounts that Designer/Builder shall, to the extent not authorized by previous Addenda, be entitled to charge to perform all work to procure, manage construction, install, construct, train, monitor, verify, maintain, operate, and repair the Project as indicated in the Agreement.
- E. The Parties further agree that Designer/Builder shall only be authorized to proceed with the services indicated herein upon receipt of further, separate Notice(s) to Proceed for individual site(s).
1. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, but only as specifically indicated herein and only if authorized by separate Notice(s) to Proceed for individual site(s).
2. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **replaced** with the following:

In addition to the scopes of work in the Previous Addenda and the portions of the Contract Price identified in the Previous Addenda, the Designer/Builder shall furnish the Services or Work described in this Addendum to the District for a firm fixed price as indicated in the attached **ATTACHMENT "1" (FINAL CONTRACT PRICING AND NTP SUMMARY)**, and only if authorized by separate Notice(s) to Proceed for individual site(s). The amount identified as the "TOTAL ALL-IN Charges" in **ATTACHMENT "1"** is the

Contract Price and shall be Designer/Builder's total compensation to perform the services indicated in the Previous Addenda and the following services ("Services" or "Work"), and only if authorized by separate Notice(s) to Proceed for individual site(s):

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Bret Harte MS	204.06	Roof	301,633
Castlemont HS	443.41	Roof/Parking	641,985
Claremont MS (cancelled)	-	N/A	0
Edna M. Brewer MS	156.96	Roof	227,747
Havenscourt MS	133.42	Roof	197,288
King Estates MS	89.93	Roof	132,910
Lowell MS	172.66	Roof	250,180
McClymonds HS	291.68	Roof	425,293
Montera MS	211.90	Roof	311,879
Oakland HS	408.10	Roof	602,101
Oakland International HS at Carter MS	114.45	Roof	165,594
Oakland Technical HS	470.55	Roof/Parking	701,503
Roosevelt MS	125.57	Roof	184,674
Sankofa Academy at Washington ES	57.23	Roof	86,131
Skyline HS	452.57	Roof/Parking	580,077
Westlake MS	120.34	Roof	176,528
Woodland ES (cancelled)	-	N/A	0
Madison MS (replacing Woodland)	180.50	Roof	260,448
Emerson ES (replacing Claremont, then cancelled)	-	N/A	0
Totals	3,633.33		5,245,970

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, this Addendum and in separate Notice(s) to Proceed for individual site(s) ("Project").

Exhibit "B" (OPERATIONS & MAINTENANCE AGREEMENT): The form of Agreement is **replaced** with the attached **ATTACHMENT "2" (OPERATIONS & MAINTENANCE AGREEMENT)**.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Tables D-1 and D-2 are **replaced** with the following:

Table D-1

Including the scopes of work in the Previous Addenda and the portions of the Contract Price identified in the Previous Addenda, the Capital Charges portion of the Contract Price that is attributable to each School Site is as follows:

Site	Design Develop. Costs	Detailed Design Costs	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Bret Harte MS	\$10,071	\$62,111	\$1,057,859	\$397,075	\$45,445	\$1,572,562
Castlemont HS	\$24,239	\$101,487	\$2,393,822	\$412,694	\$127,469	\$3,059,711
Claremont MS (cancelled)	\$19,802	\$0	\$0	\$0	\$0	\$19,802
Edna M. Brewer MS	\$14,442	\$88,611	\$1,070,333	\$366,627	\$0	\$1,540,013
Havenscourt MS	\$10,071	\$58,361	\$760,526	\$288,438	\$52,162	\$1,169,558
King Estates MS	\$10,071	\$62,338	\$575,661	\$22,785	\$0	\$670,856
Lowell MS	\$10,071	\$68,020	\$919,298	\$337,098	\$0	\$1,334,487
McClymonds HS	\$10,185	\$62,338	\$1,494,831	\$520,274	\$149,670	\$2,237,298
Montera MS	\$10,071	\$57,793	\$1,195,902	\$533,811	\$45,682	\$1,843,259
Oakland HS	\$15,620	\$116,932	\$2,054,311	\$793,877	\$0	\$2,980,741
Oakland International HS at Carter MS	\$20,485	\$136,867	\$765,389	\$229,760	\$0	\$1,152,502
Oakland Technical HS	\$20,370	\$112,010	\$2,434,907	\$978,732	\$0	\$3,546,019
Roosevelt MS	\$13,441	\$81,726	\$809,609	\$218,063	\$45,082	\$1,167,922
Sankofa Academy at Washington ES	\$10,071	\$58,361	\$436,208	\$151,653	\$0	\$656,293
Skyline HS	\$27,457	\$125,655	\$3,254,576	\$218,566	\$124,489	\$3,750,745
Westlake MS	\$10,071	\$64,043	\$706,610	\$279,824	\$0	\$1,060,547
Woodland ES (cancelled)	\$11,889	\$0	\$0	\$0	\$0	\$11,889
Madison MS (replacing Woodland)	\$0	\$64,043	\$868,314	\$352,406	\$0	\$1,284,763
Emerson ES (replacing Claremont, then cancelled)	\$0	\$39,184	\$0	\$0	\$0	\$39,184
Totals	\$248,429	\$1,359,880	\$20,798,156	\$6,101,685	\$590,000	\$29,098,150

Table D-2:

The Service Charges portion of the Contract Price that is attributable to each School Site is as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Bret Harte MS	\$5,325	\$187,906	\$1,280	\$45,174	\$233,080
Castlemont HS	\$7,743	\$273,205	\$2,347	\$82,829	\$356,034
Claremont MS (cancelled)	\$0	\$0	\$0	\$0	\$0
Edna M. Brewer MS	\$5,332	\$188,129	\$1,286	\$45,376	\$233,505
Havenscourt MS	\$5,129	\$180,981	\$973	\$34,335	\$215,316
King Estates MS	\$4,335	\$152,979	\$775	\$27,341	\$180,320
Lowell MS	\$5,092	\$179,685	\$1,149	\$40,546	\$220,231
McClymonds HS	\$6,036	\$212,982	\$1,657	\$58,465	\$271,447
Montera MS	\$6,227	\$219,730	\$1,399	\$49,375	\$269,105
Oakland HS	\$7,786	\$274,720	\$2,142	\$75,596	\$350,316
Oakland International HS at Carter MS	\$4,500	\$158,774	\$882	\$31,128	\$189,901
Oakland Technical HS	\$7,988	\$281,875	\$2,423	\$85,488	\$367,362
Roosevelt MS	\$4,409	\$155,587	\$907	\$32,010	\$187,597
Sankofa Academy at Washington ES	\$4,173	\$147,247	\$663	\$23,401	\$170,648
Skyline HS	\$8,387	\$295,958	\$2,435	\$85,921	\$381,880
Westlake MS	\$4,478	\$158,026	\$765	\$26,995	\$185,021
Woodland ES (cancelled)	\$0	\$0	\$0	\$0	\$0
Madison MS (replacing Woodland)	\$5,191	\$183,171	\$1,183	\$41,750	\$224,921
Emerson ES (replacing Claremont, then cancelled)	\$0	\$0	\$0	\$0	\$0
Totals	\$92,132	\$3,250,956	\$22,268	\$785,728	\$4,036,684

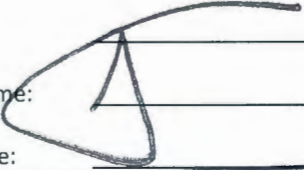
Exhibit "H" (AGREEMENT FOR OUTPUT GUARANTEE AND PARAMETERS AND ENERGY OUTPUT DATA FOR SCHOOL SITES): The form of Agreement is replaced with the attached ATTACHMENT "3" (AGREEMENT FOR OUTPUT GUARANTEE AND PARAMETERS AND ENERGY OUTPUT DATA FOR SCHOOL SITES).

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District


Date: Nov. 7, 2013

By: 
Print Name: _____
Print Title: _____

David Kakishiba
President, Board of Education

SunPower Corporation, Systems

Date: NOVEMBER 6, 2013

By: 
Print Name: JEFFREY DASOVITCH
Print Title: VICE PRESIDENT, U&C AMERICAS SALES



Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: GA

**ATTACHMENT 1
FINAL CONTRACT PRICING AND NTP SUMMARY**

Site	Original Contract Total Capital Charges	NTP 1: Design Development	Original NTP 2: Detailed Design	Updated NTP 2: Detailed Design, Per Change Order	Original NTP 3: Summer Work Package	Updated NTP 3: Summer Work Package, Per Change Order	NTP 4				November 2013 Contract Update: Total CAPITAL Charges	November 2013 Contract Update: Total SERVICE Charges	November 2013 Contract Update: TOTAL ALL-IN Charges
							Construction	O&M	Perform. Guarantee	Total NTP 4			
Bret Harte MS	\$1,367,636	\$10,071	\$62,111	\$62,111	\$41,874	\$41,874	\$1,458,506	\$187,906	\$45,174	\$1,691,586	\$1,572,562	\$233,080	\$1,805,642
Castlemont HS	\$3,421,631	\$24,239	\$101,487	\$101,487	\$732,890	\$520,344	\$2,413,642	\$273,205	\$82,829	\$2,769,676	\$3,059,711	\$356,034	\$3,415,745
Claremont MS (cancelled)	\$1,565,643	\$19,802	\$130,614	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,802	\$0	\$19,802
Edna M. Brewer MS	\$1,534,192	\$14,442	\$88,611	\$88,611	\$5,214	\$5,214	\$1,431,746	\$188,129	\$45,376	\$1,665,251	\$1,540,013	\$233,505	\$1,773,518
Havenscourt MS	\$1,202,958	\$10,071	\$58,361	\$58,361	\$41,775	\$41,775	\$1,059,351	\$180,981	\$34,335	\$1,274,666	\$1,169,558	\$215,316	\$1,384,873
King Estates MS	\$974,188	\$10,071	\$62,338	\$62,338	\$0	\$0	\$598,447	\$152,979	\$27,341	\$778,766	\$670,856	\$180,320	\$851,176
Lowell MS	\$1,042,061	\$10,071	\$68,020	\$68,020	\$4,649	\$4,649	\$1,251,746	\$179,685	\$40,546	\$1,471,978	\$1,334,487	\$220,231	\$1,554,718
McClymonds HS	\$2,150,006	\$10,185	\$62,338	\$62,338	\$119,868	\$119,868	\$2,044,908	\$212,982	\$58,465	\$2,316,355	\$2,237,298	\$271,447	\$2,508,746
Montera MS	\$1,592,429	\$10,071	\$57,793	\$57,793	\$43,401	\$43,401	\$1,731,995	\$219,730	\$49,375	\$2,001,100	\$1,843,259	\$269,105	\$2,112,364
Oakland HS	\$4,015,452	\$15,620	\$116,932	\$116,932	\$5,788	\$5,788	\$2,842,400	\$274,720	\$75,596	\$3,192,716	\$2,980,741	\$350,316	\$3,331,057
Oakland International HS at Carter MS	\$2,208,911	\$20,485	\$136,867	\$136,867	\$6,683	\$6,683	\$988,466	\$158,774	\$31,128	\$1,178,367	\$1,152,502	\$189,901	\$1,342,403
Oakland Technical HS	\$5,363,927	\$20,370	\$112,010	\$112,010	\$218,469	\$218,469	\$3,195,170	\$281,875	\$85,488	\$3,562,532	\$3,546,019	\$367,362	\$3,913,382
Roosevelt MS	\$1,644,563	\$13,441	\$81,726	\$81,726	\$36,105	\$36,105	\$1,036,649	\$155,587	\$32,010	\$1,224,246	\$1,167,922	\$187,597	\$1,355,519
Sankofa Academy at Washington ES	\$747,222	\$10,071	\$58,361	\$58,361	\$164,515	\$151,653	\$436,208	\$147,247	\$23,401	\$606,856	\$656,293	\$170,648	\$826,941
Skyline HS	\$3,551,160	\$27,457	\$125,655	\$125,655	\$141,319	\$141,319	\$3,456,313	\$295,958	\$85,921	\$3,838,193	\$3,750,745	\$381,880	\$4,132,625
Westlake MS	\$1,299,007	\$10,071	\$64,043	\$64,043	\$3,351	\$3,351	\$983,082	\$158,026	\$26,995	\$1,168,103	\$1,060,547	\$185,021	\$1,245,568
Woodland ES (cancelled)	\$1,399,985	\$11,889	\$64,043	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,889	\$0	\$11,889
Madison MS (replacing Woodland)	NA	NA	NA	\$64,043	\$0	\$0	\$1,220,720	\$183,171	\$41,750	\$1,445,641	\$1,284,763	\$224,921	\$1,509,684
Emerson ES (replacing Claremont, then cancelled)	NA	NA	NA	\$39,184	\$0	\$0	\$0	\$0	\$0	\$0	\$39,184	\$0	\$39,184
Electrical Equipment Upgrades - Allowance	\$590,000	NA	NA	NA	NA	NA	NA	NA	NA	\$0	NA	NA	NA
Totals	\$35,670,970	\$248,429	\$1,451,310	\$1,359,880	\$1,565,901	\$1,340,493	\$26,149,348	\$3,250,956	\$785,728	\$30,186,032	\$29,098,150	\$4,036,684	\$33,134,834

ATTACHMENT 2
OPERATIONS & MAINTENANCE AGREEMENT

OPERATIONS & MAINTENANCE AGREEMENT

Exhibit "B" to Agreement For Design And Construction

This Operations and Maintenance Agreement ("O&M Agreement") is made and entered into by and between the **Oakland Unified School District** ("District" or "Customer") and **SunPower Corporation, Systems** ("Operator") (collectively, "Parties").

Recitals

WHEREAS, the Parties entered into an Agreement For Design And Construction dated September 12, 2012, ("Solar Agreement") wherein Operator, as a designer/builder, agreed to design and construct solar generating systems and appurtenant facilities ("Generating Facility(ies)" or "System(s)") at multiple District sites ("Sites"); and

WHEREAS, a condition of the Solar Agreement is that Operator will guarantee the performance of the Generating Facilities and will operate and maintain those facilities; and

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Services.

- 1.1. For the Compensation indicated herein, the Operator shall provide the following services ("Services" or "Work").

System Service	Frequency
<p><u>Customer Technical Support Hotline</u></p> <ul style="list-style-type: none"> a. Technical support line: 1-800-251-9728 (24 hours per day, 7 days per week) b. Support technicians specialize in remote troubleshooting and providing step-by-step diagnosis instructions 	As needed
<p><u>SunPower Performance Monitoring Website</u></p> <ul style="list-style-type: none"> a. Customer web site updated every 15 minutes for monitoring operational and environmental performance of the SunPower solar power system b. All site data can be downloaded to Customer's computer in Microsoft Excel format c. Customer will be provided with login credentials for use during the term of this Agreement 	As needed
<p><u>Performance Reports</u></p> <ul style="list-style-type: none"> a. Actual vs. expected performance of the System for the period with a comparison of performance to a typical weather year b. Environmental benefits will be estimated and included c. Annual Operations and Maintenance records will be provided to Customer upon request d. Optional custom reports can be supplied on a time and material basis 	Monthly
<p><u>Daily Performance Monitoring and Notification</u></p> <ul style="list-style-type: none"> a. Continuous monitoring of Customer's System via experienced solar monitoring technicians b. Operational status (inverter and system on/off) and performance alerts 	As needed

<p>(actual vs. expected performance) are continuously monitored by the SunPower Operations Center (SOC) system computers and monitoring technicians automatically receive alerts of system anomalies</p> <p>c. Monitoring technicians identify and respond to system alerts including contacting Customer's system administrator</p>	
<p><u>Preventive Maintenance, Inspections & Testing</u></p> <p>a. Array</p> <ul style="list-style-type: none"> i. Inspect PV modules for damage, discoloration or de-lamination ii. Inspect mounting system for damage or corrosion <p>b. Trackers</p> <ul style="list-style-type: none"> i. Inspect tracker components for damage or corrosion ii. Inspect tracker controllers for damage iii. Lubricate tracker motors and jackscrews iv. Verify proper operation and alignment <p>c. Inverter</p> <ul style="list-style-type: none"> i. Torque checks on critical electrical terminations ii. Clean all filters and fans iii. Inspect inverter pad and container iv. All other preventive maintenance required by OEM warranty <p>d. Electrical BOS</p> <ul style="list-style-type: none"> i. Inspect ground braids, electrodes and conductors for damage ii. Perform thermo-graphic analysis of combiner boxes, inverters, transformers, and conductor connections to buses, breakers or disconnects <p>e. Meteorological Station</p> <ul style="list-style-type: none"> i. Inspect weather measurement equipment for damage ii. Clean pyranometers and reference cells <p>f. Site Conditions</p> <ul style="list-style-type: none"> i. Inspect drainage conditions ii. Inspect vegetation for array shading or fire hazards iii. Inspect safety conditions and proper signage <p>g. Maintenance Reporting</p> <ul style="list-style-type: none"> i. Record results of all inspections ii. Take photographs of any damage or defects identified iii. Inform Owner and warranty providers of all deficiencies identified iv. Provide Owner with recommendations for corrective actions 	Annual
<p><u>Performance Review</u></p> <p>a. Review of the following System performance data with a SunPower performance engineer and proposal of a recommend action plan where applicable:</p> <ul style="list-style-type: none"> i. Expected vs. Actual system production (kWh) ii. System Availability iii. Recoverable Degradation iv. Performance Index v. Operation and Maintenance Records vi. Safety, Accidents and Environmental Reporting vii. Proposal of Recommended Actions 	Annual
<p><u>Corrective Maintenance</u></p> <p>a. On-site troubleshooting & diagnostics of all system components</p>	As needed

<ul style="list-style-type: none"> b. Inverter and Data Acquisition System resets: <ul style="list-style-type: none"> i. Unlimited remote resets (if capability enabled and connection available) ii. Unlimited on-site resets for systems under SunPower warranty iii. Up to two on-site resets per year for systems out of warranty c. Processing of warranty claims on behalf of Customer and verification of replaced equipment d. Management of repair and replacement for equipment out of warranty: <ul style="list-style-type: none"> i. Full scope repair and replacement for equipment out of warranty can be provided as part of the Transactional Services e. Ongoing warranty support and representation of Customer's interest with System equipment manufacturers 	
<p>Module Cleaning</p> <ul style="list-style-type: none"> a. Surface washing of all modules b. Pressure washer settings not to exceed 1,500 PSI c. Before and after photographs will be provided 	Annual

1.2. **Additional Services.** On the terms and conditions set forth in this O&M Agreement, Customer may request and SunPower agrees to provide, the following additional services indicated below, at the rates or costs indicated below on a time and materials:

1.2.1. Energy Billing and Settlement

- 1.2.1.1. SunPower will calculate amounts due under Power Purchase Agreements or Incentive Programs
- 1.2.1.2. For Power Purchase Agreements, invoices will be sent as PDF email attachments to designated contact
- 1.2.1.3. For Incentive Programs, SunPower will submit production data on behalf of Customer

1.2.2. Vegetation Management

- 1.2.2.1. For roof mounted systems, pull any weeds protruding from array
- 1.2.2.2. For ground mounted systems, mechanical mowing, herbicidal application, and/or sheep grazing may be used

1.2.3. IV-Curve Tracing

- 1.2.3.1. IV-curve tracing of all strings
- 1.2.3.2. Comparison to commissioning baseline and prior year results
- 1.2.3.3. Recommendations for further module analysis or power warranty claims

1.2.4. Module Thermography

- 1.2.4.1. IR camera analysis of all PV modules
- 1.2.4.2. Identification of potential hot spots
- 1.2.4.3. Recommendations for warranty claims and other corrective actions

1.2.5. Sensor Calibration

- 1.2.5.1. Field comparison of pyranometers and reference cells to calibrated sensor
- 1.2.5.2. Adjust field sensor to within $\pm 3\%$ of calibrated sensor and record changed parameters
- 1.2.5.3. SunPower may replace pyranometers in lieu of field calibration

1.2.6. Corrosion Protection

- 1.2.6.1. Elco-meter testing
- 1.2.6.2. Surface preparation
- 1.2.6.3. Zinc application

1.2.7. Transformer Preventive Maintenance

- 1.2.7.1. Maintain records of load current and voltage
- 1.2.7.2. Record liquid level and temperature
- 1.2.7.3. Test ground connections
- 1.2.7.4. Inspect surge arresters (if present)

- 1.2.7.5. External Inspection
- 1.2.7.6. Cabinet Interior Inspection
- 1.2.8. **Switchgear Preventive Maintenance**
 - 1.2.8.1. Electrical terminal thermography
 - 1.2.8.2. Visual inspection
 - 1.2.8.3. Vacuum cleaning of cabinet interior

Charge Description – Rates / costs to be charged on a time and materials	Amount	Notes
SunPower Engineering Support	\$150	Hourly rate charged for engineering labor used in the performance of engineering services, requested by Customer, and not included in the Subscription Services.
SunPower Field Service Support	\$125	Hourly rate charged for SunPower labor performed on site, requested by Customer, and not included in the Subscription Services.
Subcontracted Labor	Billed as incurred	Subcontracted labor performed on Site, requested by Customer, for work not included in the Subscription Services will be billed at cost plus 5%.
Travel Expenses	Billed as incurred	Includes transportation, lodging, meals and incidentals plus 5%, for travel more than 100 miles from the Site
Materials	Billed as incurred	Billed according to the SunPower list price.

Note: SunPower reserves the right to annual adjust this rate schedule, not to exceed the annual (January-December) Consumer Price Index for the San Francisco-Oakland-San Jose region.

1. **Term.** Operator shall commence providing services under this O&M Agreement on the Output Guarantee Start Date (as defined in the output guarantee agreement) and will diligently perform as required herein for **twenty-five (25)** years from that date ("Term"). Documentation of the Start Date for each system will be as noted on the first invoice submitted to Pacific Gas & Electric by the third party monitoring provider required pursuant to the CSI Program and that initiates the CSI incentive payment process. The Parties agree that if this O&M Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s) for terms of 5 years each and under the same terms and conditions of this O&M Agreement, provided that the full term of services provided under all such agreements shall not exceed the earlier of 25 years from the date of the Solar Agreement or the termination of the Output Guarantee as defined and as set forth in the Solar Agreement.
2. **Submittal of Documents.** The Operator shall not commence the Work under this O&M Agreement until the Operator has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- Signed O&M Agreement
- Workers' Compensation Certification
- Fingerprinting/Criminal Background Investigation Certification
- Insurance Certificates and Endorsements
- W-9 Form

3. **Compensation.**

- 3.1. District agrees to pay the Consultant for Services annually in advance pursuant to this Agreement, commencing on the Start Date and on each anniversary of the Start Date, and up to a maximum **amount of Three Million Two Hundred Fifty Thousand Nine Hundred Fifty Six Dollars (\$3,250,956)** for all Sites over the Term, as indicated in the attached **ATTACHMENT "1" (ANNUAL O&M PRICING BASED ON PERCENTAGE INCREASE)**.
- 3.2. If Operator's performance of its Services is insufficient or deficient, District shall have the right to begin dispute resolution proceeding(s) as indicated herein and:
 - 3.2.1. Shall be entitled to a refund of all or a portion of that year's annual payment pre-paid to Operator, provided that Operator's performance of those Services is found to be insufficient or deficient.
 - 3.2.2. The resolution of the performance dispute and the disposition of payments shall be resolved through the above-referenced dispute resolution proceeding(s).

4. **Notice.** Any notice required or permitted to be given under this O&M Agreement shall be as indicated in the Solar Agreement.

5. **Personnel.** The following individuals are the Designer/Builder's key personnel, none of which can be replaced unless approved by the District per the requirements of the provisions indicated herein:

Operations and Maintenance	Cliff Kalinowski
Operations and Maintenance	Michael Moone

6. **Termination.**

- 6.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this O&M Agreement and compensate Operator only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Operator. Notice shall be deemed given when received by the Operator or no later than three days after the day of mailing, whichever is sooner. In addition, if District terminates this O&M Agreement without cause, Operator shall no longer be obligated to provide the Output Guarantee as defined and as set forth in the Solar Agreement and that guarantee shall be immediately terminated and be of no further force and effect.
- 6.2. **With Cause by Operator.** Operator may terminate this O&M Agreement with cause. Cause shall include:
 - 6.2.1. Upon thirty (30) days of Operator's notice of material violation of this O&M Agreement by the District;
 - 6.2.2. Upon thirty (30) days of Operator's notice of any act by District exposing the Operator to liability to others for personal injury or property damage; or
 - 6.2.3. Upon Operator's notice to District if District is adjudged a bankrupt, District makes a general assignment for the benefit of creditors or a receiver is appointed on account of District 's insolvency.

Written notice by Operator shall contain the reasons for such intention to terminate for cause. District shall have thirty (30) calendar days after that notice to cure Operator's reasons for such intention to terminate for cause, to the reasonable satisfaction of Operator, which shall not be unreasonably withheld. In the event of this termination with cause by Operator, the District may secure the required services from another contractor. If Operator terminates this O&M Agreement with cause as permitted

in this provision Operator shall no longer be obligated to provide the Output Guarantee set forth in the Solar Agreement and said guarantee shall be immediately terminated and be of no further force and effect. If the District disputes the validity of the termination for cause, the District may seek resolution of said dispute pursuant to the dispute resolution procedures established in the Solar Agreement. If a determination is made that the termination was invalid, the Output Guarantee shall be reinstated and shall be retroactive to the date of termination.

6.3. **With Cause by District.** District may terminate this O&M Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

6.3.1. Upon thirty (30) days of District's notice material violation of this O&M Agreement by the Operator; or

6.3.2. Upon thirty (30) days of District's notice of any act by Operator exposing the District to liability to others for personal injury or property damage; or

6.3.3. Upon District's notice to Operator if Operator is adjudged a bankrupt, Operator makes a general assignment for the benefit of creditors or a receiver is appointed on account of Operator's insolvency.

Written notice by District shall contain the reasons for such intention to terminate for cause. Operator shall have twenty (20) calendar days after that notice to cure District's reasons for such intention to terminate for cause, to the reasonable satisfaction of District, which shall not be unreasonably withheld. In the event of this termination with cause, the District may secure the required services from another operator. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this O&M Agreement, the Operator shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs, provided that the aggregate amount of those expenses, fees and costs shall not exceed one hundred fifty percent (150%) of the total not-to-exceed compensation amount indicated herein. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. If District terminates this O&M Agreement with cause as permitted in this provision, Operator shall remain obligated to provide the Output Guarantee set forth in the Solar Agreement. If the Operator disputes the validity of the termination for cause, the Operator may seek resolution of said dispute pursuant to the dispute resolution procedures established in the Solar Agreement. If a determination is made that the termination was invalid, then, at the District's discretion, (1) the termination shall be deemed to be a termination without cause by the District pursuant to the provisions herein above or (2) this O&M Agreement shall be reinstated.

7. **Indemnification.** To the furthest extent permitted by California law, Operator shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury and/or death, to the extent that any of the above arise out of, pertain to, or relate to the negligence, recklessness, errors or omissions, or willful misconduct of Operator, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this O&M Agreement, including without limitation the payment of all consequential damages. The District shall have the right to accept or reject any legal representation that Operator proposes to defend the indemnified parties.

8. **Insurance.**

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

8.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Operator, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

8.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Operator shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this O&M Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

8.1.3. Professional Liability (Errors and Omissions). Professional Liability (Errors and Omissions) Insurance as appropriate to the Operator's profession.

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

8.2. Proof of Carriage of Insurance. The Operator shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

8.2.1. A clause stating that the policy shall not be cancelled without thirty (30) days written notice to the District prior to cancellation.

8.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies and expiration date

8.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Operator's insurance policies shall be primary to any insurance or self-insurance maintained by District.

8.2.4. All policies shall be written on an occurrence form.

8.3. Acceptability of Insurers. Insurance shall be with admitted insurance companies with an A.M. Best

rating of no less than A: VII, unless otherwise acceptable to the District.

9. **Assignment / Subcontracting.** Operator may subcontract the Work of this O&M Agreement or any part of it only upon prior approval of the District, which shall not be unreasonably withheld. Neither party shall, on the basis of this O&M Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.
10. **Compliance with Laws.** Operator shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Operator shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Operator observes that any of the Work required by this O&M Agreement is at variance with any laws, ordinance, rules or regulations, Operator shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this O&M Agreement shall be appropriately amended in writing, or this O&M Agreement shall be terminated effective upon Operator's receipt of a written termination notice from the District. If Operator performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Operator shall bear all costs arising therefrom.
11. **Certificates/Permits/Licenses.** Operator and all Operator's employees or agents shall secure and maintain in force all certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this O&M Agreement.
12. **Employment with Public Agency.** Operator, if an employee of another public agency, agrees that Operator will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this O&M Agreement.
13. **Drug-Free / Smoke Free Policy.** No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.
14. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Operator agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Operator agrees to require like compliance by all its subcontractor(s).
15. **Labor Code Requirements / Labor Compliance Program.** Operator certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Operator is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Operator agrees to fully comply with and to require its consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code. This shall include, without limitation, coordination with the persons responsible for operation of the District's or any applicable Labor Compliance Program. If the Operator employs consultant(s), the Operator shall ensure that its contract(s) with its consultant(s) include language notifying the consultant(s) of the District's or any applicable Labor Compliance Program, if any.
16. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Operator's performing of any portion of the Services.
17. **No Rights In Third Parties.** This O&M Agreement does not create any rights in, or inure to the benefit of, any

third party except as expressly provided herein.

18. **Limitation of District Liability.** Other than as provided in this O&M Agreement, District's financial obligations under this O&M Agreement shall be limited to the payment of the compensation provided in this O&M Agreement. Notwithstanding any other provision of this O&M Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this O&M Agreement for the services performed in connection with this O&M Agreement.
19. **Conflict of Interest.** Through its execution of this O&M Agreement, Operator acknowledges that it is familiar with the provisions of section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Operator receives any information subsequent to execution of this O&M Agreement, which might constitute a violation of said provisions, Operator agrees it shall notify District of this information.
20. **Integration/Entire Agreement of Parties.** This O&M Agreement constitutes the entire agreement between the Parties related to the Work of this O&M Agreement and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This O&M Agreement may be amended or modified only by a written instrument executed by both Parties.
21. **California Law.** This O&M Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this O&M Agreement shall be maintained in the county in which the District's administrative offices are located.
22. **Disputes:** Disputes between the parties arising out of this O&M Agreement shall be resolved by the following processes:
 - 22.1. **Negotiation.** The parties shall first attempt in good faith to resolve any controversy or dispute arising out of or relating to this O&M Agreement by negotiation.
 - 22.2. **Mediation.** Within 30 days, but no earlier than 15 days, following the earlier of (1) receipt of notice by one party by the other party of a demand for mediation, the parties shall submit the dispute to non-binding mediation administered by the AAA (or other agreed upon rules) under its construction industry mediation rules, unless waived by mutual stipulation of both parties.
 - 22.3. **Litigation.** Disputes arising from this O&M Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this O&M Agreement is located.
 - 22.4. Pending resolution of the dispute, Operator shall neither rescind the Agreement nor stop Work.
23. **Waiver.** The waiver by either party of any specific breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of that term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
24. **Severability.** If any term, condition or provision of this O&M Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
25. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this O&M Agreement, except as otherwise provided in this O&M Agreement, has any authority to bind the other to any agreements or undertakings.
26. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this O&M Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

- 27. **Captions and Interpretations.** Paragraph headings in this O&M Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this O&M Agreement. No provision of this O&M Agreement shall be interpreted for or against a party because that party or its legal representative drafted that provision, and this O&M Agreement shall be construed as if jointly prepared by the Parties.
- 28. **Calculation of Time.** For the purposes of this O&M Agreement, "days" refers to calendar days unless otherwise specified.
- 29. **Signature Authority.** Each party has the full power and authority to enter into and perform this O&M Agreement, and the person signing this O&M Agreement on behalf of each Party has been properly authority and empowered to enter into this O&M Agreement.
- 30. **Counterparts.** This O&M Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 31. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this O&M Agreement on the date indicated below.

Dated: Nov. 7, 2013

Dated: NOVEMBER 6, 2013

Oakland Unified School District

SunPower Corporation, Systems

By: _____
 Print Name: _____
 Print Title: _____

By: _____
 Print Name: JEFFREY DAKOVICH
 Print Title: VICE PRESIDENT UIC AMERICAS SALES

David Kakishiba
 President, Board of Education

Gary Yee
Gary Yee, Ed.D.
 Secretary, Board of Education

File ID Number: 13-2527
 Introduction Date: 11/6/13
 Enactment Number: 13-2285
 Enactment Date: 11/6/13
 By: [Signature]

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

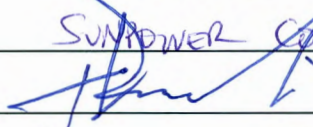
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

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

Date: _____ NOVEMBER 6, 2013

Name of Operator or Company: _____ SUNPOWER CORPORATION, SYSTEMS

Signature: _____ 

Print Name and Title: _____ JEFFREY DASOVICH, VICE PRESIDENT V&C AMERICAS SALES

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this O&M Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the 2 boxes below must be checked, with the corresponding certification provided, and this form must be attached to this O&M Agreement:

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Operator's services under this O&M Agreement and Operator certifies its compliance with these provisions as follows: "Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the O&M Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the O&M Agreement is attached hereto."

Consultant's services under this O&M Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, TABAH MORRIS, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. [TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]

Date: _____
District Representative's Name and Title: _____
Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this O&M Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: NOVEMBER 6, 2013
Name of Consultant: SUNPOWER CORPORATION, SYSTEMS
Signature: _____
Print Name and Title: VICE PRESIDENT, V&C AMERICAS | JEFFREY PASOVICH SALES

ATTACHMENT "1"
ANNUAL O&M PRICING BASED ON PERCENTAGE INCREASE

Year	Bret Harte MS	Castlemont HS	Claremont MS	Edna M. Brewer MS	Havenscourt MS	King Estates MS	Lowell MS	McKlymonds HS	Monterey MS	Oakland HS	Oakland International HS at Carter MS	Oakland Technical HS	Roosevelt MS	Sankofa Academy at Washington ES	Skyline HS	Westlake MS	Madison MS	TOTAL
1	\$5,325	\$7,743	\$0	\$5,332	\$5,129	\$4,335	\$5,092	\$6,036	\$6,227	\$7,786	\$4,500	\$7,988	\$4,409	\$4,173	\$8,387	\$4,478	\$5,191	\$92,132
2	\$5,472	\$7,956	\$0	\$5,478	\$5,270	\$4,455	\$5,232	\$6,202	\$6,398	\$8,000	\$4,623	\$8,208	\$4,531	\$4,288	\$8,618	\$4,602	\$5,334	\$94,666
3	\$5,622	\$8,174	\$0	\$5,629	\$5,415	\$4,577	\$5,376	\$6,372	\$6,574	\$8,220	\$4,751	\$8,434	\$4,655	\$4,406	\$8,855	\$4,728	\$5,480	\$97,269
4	\$5,777	\$8,399	\$0	\$5,784	\$5,564	\$4,703	\$5,524	\$6,548	\$6,755	\$8,446	\$4,881	\$8,666	\$4,783	\$4,527	\$9,099	\$4,858	\$5,631	\$99,944
5	\$5,936	\$8,630	\$0	\$5,943	\$5,717	\$4,832	\$5,676	\$6,728	\$6,941	\$8,678	\$5,015	\$8,904	\$4,915	\$4,651	\$9,349	\$4,992	\$5,786	\$102,692
6	\$6,099	\$8,867	\$0	\$6,106	\$5,874	\$4,965	\$5,832	\$6,913	\$7,132	\$8,917	\$5,153	\$9,149	\$5,050	\$4,779	\$9,606	\$5,129	\$5,945	\$105,516
7	\$6,267	\$9,111	\$0	\$6,274	\$6,036	\$5,102	\$5,992	\$7,103	\$7,328	\$9,162	\$5,295	\$9,400	\$5,189	\$4,911	\$9,870	\$5,270	\$6,109	\$108,418
8	\$6,439	\$9,362	\$0	\$6,447	\$6,202	\$5,242	\$6,157	\$7,298	\$7,529	\$9,414	\$5,441	\$9,659	\$5,331	\$5,046	\$10,142	\$5,415	\$6,277	\$111,400
9	\$6,616	\$9,619	\$0	\$6,624	\$6,372	\$5,386	\$6,327	\$7,499	\$7,736	\$9,673	\$5,590	\$9,925	\$5,478	\$5,184	\$10,420	\$5,564	\$6,449	\$114,463
10	\$6,798	\$9,884	\$0	\$6,806	\$6,547	\$5,534	\$6,501	\$7,705	\$7,949	\$9,939	\$5,744	\$10,197	\$5,629	\$5,327	\$10,707	\$5,717	\$6,627	\$117,611
11	\$6,985	\$10,156	\$0	\$6,993	\$6,727	\$5,687	\$6,679	\$7,917	\$8,168	\$10,212	\$5,902	\$10,478	\$5,784	\$5,473	\$11,001	\$5,874	\$6,809	\$120,845
12	\$7,177	\$10,435	\$0	\$7,185	\$6,912	\$5,843	\$6,863	\$8,135	\$8,392	\$10,493	\$6,064	\$10,766	\$5,943	\$5,624	\$11,304	\$6,036	\$6,996	\$124,168
13	\$7,374	\$10,722	\$0	\$7,383	\$7,103	\$6,004	\$7,052	\$8,358	\$8,623	\$10,781	\$6,231	\$11,062	\$6,106	\$5,779	\$11,615	\$6,202	\$7,188	\$127,583
14	\$7,577	\$11,017	\$0	\$7,586	\$7,298	\$6,169	\$7,246	\$8,588	\$8,860	\$11,078	\$6,402	\$11,366	\$6,274	\$5,938	\$11,934	\$6,372	\$7,386	\$131,091
15	\$7,786	\$11,320	\$0	\$7,795	\$7,499	\$6,338	\$7,445	\$8,824	\$9,104	\$11,382	\$6,578	\$11,679	\$6,446	\$6,101	\$12,262	\$6,547	\$7,589	\$134,696
16	\$8,000	\$11,631	\$0	\$8,009	\$7,705	\$6,513	\$7,650	\$9,067	\$9,354	\$11,695	\$6,759	\$12,000	\$6,624	\$6,269	\$12,600	\$6,728	\$7,798	\$138,401
17	\$8,220	\$11,951	\$0	\$8,229	\$7,917	\$6,692	\$7,860	\$9,316	\$9,612	\$12,017	\$6,945	\$12,330	\$6,806	\$6,441	\$12,946	\$6,913	\$8,012	\$142,207
18	\$8,446	\$12,279	\$0	\$8,456	\$8,134	\$6,876	\$8,076	\$9,573	\$9,876	\$12,348	\$7,136	\$12,669	\$6,993	\$6,618	\$13,302	\$7,103	\$8,233	\$146,117
19	\$8,678	\$12,617	\$0	\$8,688	\$8,358	\$7,065	\$8,298	\$9,836	\$10,148	\$12,687	\$7,332	\$13,018	\$7,185	\$6,800	\$13,668	\$7,298	\$8,459	\$150,136
20	\$8,917	\$12,964	\$0	\$8,927	\$8,588	\$7,259	\$8,526	\$10,106	\$10,427	\$13,036	\$7,534	\$13,376	\$7,383	\$6,987	\$14,044	\$7,499	\$8,692	\$154,264
21	\$9,162	\$13,321	\$0	\$9,173	\$8,824	\$7,459	\$8,761	\$10,384	\$10,713	\$13,394	\$7,741	\$13,743	\$7,586	\$7,179	\$14,430	\$7,705	\$8,931	\$158,507
22	\$9,414	\$13,687	\$0	\$9,425	\$9,067	\$7,664	\$9,002	\$10,670	\$11,008	\$13,763	\$7,954	\$14,121	\$7,795	\$7,377	\$14,827	\$7,917	\$9,176	\$162,865
23	\$9,673	\$14,063	\$0	\$9,684	\$9,316	\$7,875	\$9,249	\$10,963	\$11,311	\$14,141	\$8,173	\$14,510	\$8,009	\$7,580	\$15,235	\$8,134	\$9,429	\$167,344
24	\$9,939	\$14,450	\$0	\$9,950	\$9,572	\$8,091	\$9,504	\$11,265	\$11,622	\$14,530	\$8,398	\$14,909	\$8,229	\$7,788	\$15,654	\$8,358	\$9,688	\$171,946
25	\$10,212	\$14,847	\$0	\$10,224	\$9,836	\$8,314	\$9,765	\$11,575	\$11,941	\$14,930	\$8,629	\$15,319	\$8,455	\$8,002	\$16,084	\$8,588	\$9,955	\$176,675
Total	\$187,906	\$273,205	\$0	\$188,129	\$180,981	\$152,979	\$179,685	\$212,982	\$219,730	\$274,720	\$158,774	\$281,875	\$155,587	\$147,247	\$295,958	\$158,026	\$183,171	\$3,250,956

ATTACHMENT 3
AGREEMENT FOR OUTPUT GUARANTEE AND PARAMETERS AND ENERGY OUTPUT DATA FOR SCHOOL SITES

**AGREEMENT FOR
OUTPUT GUARANTEE AND PARAMETERS AND ENERGY OUTPUT DATA FOR SCHOOL SITES**

Exhibit "H" to Agreement For Design And Construction

This Agreement for Output Guarantee and Parameters and Energy Output Data for School Sites ("PeGu Agreement") dated [_____] ("Effective Date"), is entered into by and between **SunPower Corporation, Systems**, a Delaware corporation ("SunPower"), and **Oakland Unified School District**, a California school district ("District" or "Customer"). In this Agreement, SunPower and Customer are referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, the Parties entered into an Agreement For Design And Construction dated September 12, 2012, ("Solar Agreement") wherein SunPower, as a designer/builder, agreed to design and construct solar generating systems and appurtenant facilities ("Generating Facility(ies)" or "System(s)") at multiple District sites ("Sites"), as set forth in **Exhibit A: System Sizes, Expected Energy, and Avoided Energy Price**; and

WHEREAS, the Parties desire to enter into an agreement pursuant to which SunPower will guarantee annual energy generation by the System;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Defined Terms.

- 1.1. **Actual Generation** means, for each Guarantee Year during the Term, the System's alternating current or "AC" electricity production in kilowatt-hours ("kWh") as measured pursuant to the provisions and formulas herein under "Guaranteed Payment."
- 1.2. **Avoided Energy Price per kWh** means the amount that the Customer will be paid for each Kilowatt-hour as set out in **Exhibit A: System Sizes, Expected Energy, and Avoided Energy Price**.
- 1.3. **Customer Responsibilities** shall have the meaning set forth herein.
- 1.4. **Data Acquisition System or DAS** means SunPower's system that displays historical meteorological and production data over an Internet connection and consists of hardware located on-site and software housed on SunPower's DAS server. The DAS measures and logs, at a minimum, the following parameters on a 15-minute average basis at the Sites: actual AC electricity production of the System (in kWh) and solar irradiance (in W/m²).
- 1.5. **Expected Energy** means, for the System in a specified Guarantee Year, the kilowatt-hours set forth in **Exhibit A: System Sizes, Expected Energy, and Avoided Energy Price**.
- 1.6. **Force Majeure** means the same as that term is defined in the Solar Agreement, plus the following:
 - 1.6.1. Impingements on solar access by structures or activities on neighboring sites or by facilities causing any material reduction to System energy generation or impedance to a Party's Site access that are beyond the control of either Party;
 - 1.6.2. Externally caused outages causing any disruption to System energy generation or impedance to a Party's Site access, including:
 - 1.6.2.1. Network Disturbance Hours: hours during which a fluctuation in the Utility network parameters (e.g., a frequency or voltage variation) disconnected the inverters or Generating Facilities from the utility network and prevented energy from being evacuated from the facility.
 - 1.6.2.2. Network Outage Hours: hours during which a failure in the distribution network prevented

energy from being evacuated from the Generating Facilities.

- 1.6.2.3. **Owner Caused Hours:** hours during which the Generating Facilities are off-line due to District-required outages.
- 1.6.2.4. **Major Maintenance Hours:** hours during which the Generating Facilities are off-line due to District-requested major maintenance work that falls outside of the scope of the services required within the O&M Agreement, and the warranties required herein.
- 1.6.3. Unless an inverter failure is due to a Force Majeure event, the Parties agree that as long as the O&M Agreement is in full force and effect, a failure of inverter(s) does not constitute a Force Majeure event and does not excuse SunPower's obligation to provide the required Expected Energy to the District, assuming the District is not in breach of the O&M Agreement, the terms of the Output Guarantee, or has failed to pay for required repairs to the applicable inverter(s).
- 1.7. **Guaranteed Level** means ninety-five percent (95%) of the Expected Energy for a Guarantee Year for each specified System.
- 1.8. **Guarantee Year** means each successive 12-month period during the Term commencing on the first day of the Term.
- 1.9. **Kilowatt-hour or kWh** means electrical energy expressed in kilowatt-hours and recorded from the kWh interval records of the Revenue Meter.
- 1.10. **Operations & Maintenance Agreement** (or "O&M" Agreement) means that certain Operations & Maintenance Agreement of even date herewith SunPower and Customer.
- 1.11. **PVSim** means the software program utilized by SunPower to predict the amount of energy a Generating Facility will produce in an average year which currently has the following characteristics: (1) based on PVFORM, the photovoltaic simulation software produced by Sandia National Laboratories and the US Department of Energy, (2) all photovoltaic characteristics are modeled, (3) all ancillary array losses are taken into account and (4) PVSim simulations use either measured data or typical meteorological year files from Meteororm and NREL.
- 1.12. **Revenue Meter** means the principal meter of a given System from which energy output is read and documented.
- 1.13. **SEMMY** or Simulated Energy in a Measured Meteorological Year, means, with respect to any Guarantee Year, Year 1 AC Energy output of the System simulated by PVSim using measured average hourly irradiance, wind speed, and air temperature as recorded by the Data Acquisition System, holding all other inputs equal to those used in calculating SETMY.
- 1.14. **SETMY** or Simulated Energy for a Typical Meteorological Year, means the Year 1 AC Energy output of the System simulated by PVSim using average hourly irradiance, wind speed, and air temperature data contained within the Weather File.
- 1.15. **Site** means the real estate where the System and any support structure are located including any building and building roof that touch or support the System.
- 1.16. **Solar Agreement** means the Agreement for Design and Construction between SunPower and Customer.
- 1.17. **System** means Customer's photovoltaic system located at the Site and purchased from SunPower as more particularly identified in the Solar Agreement.
- 1.18. **Subcontractor** means, any person or firm who contracts with SunPower or with any contractor of any tier operating under a contract with SunPower to provide or furnish any supplies, materials, equipment, or services of any kind, whether design, construction, service, or otherwise, for the System.
- 1.19. **Term:** The Output Guarantee Start Date for each System is the day the CSI incentive payment accrual begins and will remain in effect for twenty-five [25] years from that date. If a system is not eligible for a CSI incentive, the Output Guarantee Start Date is the date of the Permission to Operate letter from PG&E for the specific Site. The termination provisions in the Operations & Maintenance Agreement shall alter the enforceability of the Output Guarantee, as indicated in those termination provisions.

1.20. **True-up Period** means each successive five (5) year period during the Term commencing on the first day of the Term.

1.21. **Utility** means the same as in the Solar Agreement.

1.22. **Weather Adjustment** means the method for reconciling expected kWh during a typical weather year with the actual meteorological conditions measured on-site, pursuant to the provisions and formulas herein under "Guaranteed Output Calculations."

1.23. **Weather File** means the following typical meteorological year data set, which contains average hourly values of measured solar radiation, temperature, and wind speed: Oakland International Airport NREL TMY3.

2. **Guaranteed Output Calculations.**

2.1. SunPower shall calculate the Annual Deficit for each System and each System's Guarantee Year during the Term:

$$\text{Annual Deficit} = (\text{Expected Energy} \times \text{Guaranteed Level}) \times \text{Weather Adjustment} - \text{Actual Generation}$$

2.2. Where "Weather Adjustment" means the following ratio:

$$\frac{\text{Simulated Energy in a Measured Meteorological Year (SEMMY)}}{\text{Simulated Energy for a Typical Meteorological year (SETMY)}}$$

2.3. For each Guarantee Year, SunPower shall calculate the Annual Deficit, subject to the District's agreement.

3. **Guarantee Payment.**

3.1. At the end of each True-up Period, for each System:

3.1.1. SunPower shall determine, within thirty (30) days, if the \sum Annual Deficits > 0;

3.1.1.1. if it is, then SunPower shall pay to Customer an amount equal to the product of:

3.1.1.1.1. the Annual Deficit and

3.1.1.1.2. the Avoided Energy Price per kWh for each Guarantee Year,

with each product then aggregated for the Guarantee Years comprising such True-Up Period (a "Guarantee Payment");

3.1.2. SunPower shall by written invoice within thirty (30) days of determination, notify Customer of any Guarantee Payment due. SunPower shall pay a Guarantee Payment within thirty (30) days of the date of such invoice.

3.1.3. SunPower shall, within thirty (30) days, provide Customer with a report detailing the calculations set forth in the "Guaranteed Output Calculations" and the "Guarantee Payment" Sections. This report shall contain sufficient information for the Customer to be able to determine the accuracy of SunPower's conclusion as the amount, if any, of Guarantee Payment.

3.2. Any Guarantee Payment for a given System shall not be affected by the output of any other System, except as may be provided for in the "Portfolio-Wide Performance" section below.

3.3. Portfolio-Wide Performance.

3.3.1. In addition, SunPower shall calculate the annual Portfolio-Wide Performance totaled across all Systems for each True-up Period during the term:

Portfolio-Wide Performance =

$$\sum_{\text{All systems}} \text{Actual Generation} - \sum_{\text{All systems}} (\text{Expected Energy} \times 100\%) \times \text{Weather Adjustment}$$

3.4. At the end of each True-up Period, if the Portfolio-Wide Performance is ≥ 0 , then Section 3.1

notwithstanding, SunPower will not owe any Guarantee Payment.

4. **Actual Generation Measurement.** The process for measuring a System's Actual Generation for each Guarantee Year shall be:
 - 4.1. **Initial Output Data Collection.** During the Term, SunPower will collect energy output data using its Data Acquisition System. For each System's Guarantee Year, SunPower will sum the daily kWh output provided by the DAS to calculate the Actual Generation for such Guarantee Year.
 - 4.2. **Equipment Calibration and Replacement.** SunPower may request to have the meteorological equipment independently calibrated or replaced at its own expense every eighteen to thirty months. SunPower shall by written notice to Customer, suggest possible calibration dates and times no less than 30 days prior from which Customer shall notify SunPower of an acceptable date and time for that calibration. SunPower shall provide the Customer written proof of calibration or replacement.
 - 4.3. **Contingency for DAS Equipment Failure.** In the event of hardware, communication, or other failure affecting the DAS, SunPower will make diligent efforts to resolve the failure in a timely manner. In the event that data is lost, Actual Generation shall be adjusted to compensate for such lost data, which shall be SunPower's sole liability, and Customer's exclusive remedy, for any Guaranteed Output arising from any equipment failure or lost data relating to the DAS:
 - 4.3.1. In lieu of lost meteorological data, SunPower will utilize such data obtained from a nearby meteorological station that SunPower monitors and selects for such purpose.
 - 4.3.2. In lieu of lost electricity data, SunPower will utilize the cumulative data from System meter readings to calculate the electricity generated during the missing interval. In the event that data from the System meter is inaccurate or missing, SunPower will simulate electricity production during the missing interval utilizing measured meteorological data and PVSIM. The simulated electricity production during the missing interval will be added to the Actual Generation for the subject Guarantee Year.
5. **Guarantee.** SunPower guarantees to Customer that the Actual Generation of a System during any Guarantee Year, subject to the limitations, terms and conditions stated in the Solar Agreement, into which this PeGu Agreement is incorporated, shall be not less than the product of the Guaranteed Level and the Expected Energy, as adjusted for measured meteorological conditions as indicated herein.
6. **Customer Responsibilities.** Throughout the Term, and as conditions to the obligations of SunPower hereunder, Customer shall:
 - 6.1. maintain the O&M Agreement with SunPower for the System and allow access, maintenance and repairs as indicated in that O&M Agreement;
 - 6.2. not be in material breach of any Customer obligations under the Solar Agreement;
 - 6.3. insure there are District representative(s) to receive SunPower's requests and inquiries and have the capability to respond in a timely fashion, and
 - 6.4. not modify, alter, damage, service, shade, or repair, without SunPower's prior written approval, any part of the System, the supporting structure for the System (including building roof, if applicable), or the associated wiring.
7. **Customer's Responsibilities.**
 - 7.1. Customer shall make annual upfront Performance Guarantee Cost payments to SunPower in accordance with Table D-2 of Exhibit "D" to the Solar Agreement and as set forth in ***Exhibit B: Annual Performance Guarantee Pricing Based on 2.75% Escalator in Years 2 Through 25***. In the event SunPower does not receive an annual upfront Performance Guarantee Costs payment, SunPower shall provide Customer written notice to schedule a meeting to verify Customer's financial hardship ("Financial Hardship Meeting").
 - 7.2. Customer and SunPower shall attend a Financial Hardship Meeting at a mutually agreeable time no

sooner than thirty (30) days and no later than sixty (60) days after Customer receives the written notice from SunPower.

- 7.2.1. If Customer does not provide documentation that evidences Customer's financial hardship at the Financial Hardship Meeting, SunPower shall provide Customer an Out of Compliance Letter (see below).
 - 7.2.2. If Customer provides documentation that evidences Customer's financial hardship at the Financial Hardship Meeting, Customer may suspend its responsibility to make Performance Guarantee Cost payments to SunPower for up to two (2) years after the Financial Hardship Meeting, this shall be a Noncompliance Period (see below). ("Suspension Period").
 - 7.2.3. Two (2) years after the Financial Hardship Meeting, SunPower must provide Customer written notice of completion of the Suspension Period and provide Customer written notice that Customer must pay within thirty (30) days the Performance Guarantee Cost payments in arrears. If SunPower does not receive full payment of Performance Guarantee Cost payments in arrears within thirty (30) days thereafter, SunPower shall provide Customer a new Out of Compliance Letter.
 - 7.2.4. Upon Customer's payment of all Performance Guarantee Cost in arrears, SunPower shall provide Customer an In Compliance Letter (see below). During any Noncompliance Period (see below), SunPower shall have no liability under this PeGu Agreement.
- 7.3. SunPower's obligations under this PeGu Agreement shall be suspended for the duration of Customer's failure to satisfy one or more of Customer Responsibilities as indicated herein. SunPower shall promptly notify Customer of any such failures ("Out of Compliance Letter"), but in no case later than seventy-two (72) hours after notice of any alleged failure of Customer to satisfy one or more of Customer Responsibilities. Upon Customer's cure of all failures described in an Out of Compliance Letter, SunPower will notify Customer ("In Compliance Letter") that Customer is complying with Customer Responsibilities. For any period between the issuance of an Out of Compliance Letter and of an In Compliance Letter (a "Noncompliance Period"), SunPower shall have no liability under this PeGu Agreement. Each month in which there is a Noncompliance Period, any Actual Generation in such month(s) shall be disregarded in the calculation of Annual Deficits or Annual Surpluses as indicated herein and the Expected kWh for any Guarantee Year in which there is a Noncompliance Period shall be reduced by an amount equal to the period so disregarded and to the actual or reasonably estimated meteorological data during such period.
- 7.4. Any dispute as to whether Customer in fact has failed to satisfy one or more of Customer Responsibilities including the sufficiency of evidence of Customer's financial hardship, shall be resolved pursuant to the Dispute provisions of the Solar Agreement.
8. **Adjustment of Expected Energy.** If, and to the extent, any of the following events results in a change in the production of electricity by the System, Expected Energy shall be adjusted correlatively for the period of such change:
- 8.1. There is structural failure in a building supporting the System not caused by the negligence, recklessness or misconduct of SunPower;
 - 8.2. There is any failure of the System to perform caused by legislative, administrative or executive action, regulation, order or requisition of any federal, state or local government, local utility or public utilities commission;
 - 8.3. There is an event of Force Majeure; or
 - 8.4. There is any change in usage of or structures on any of the Sites, or buildings at or near any of the Sites, which causes additional shading, soiling, or otherwise reduced performance of the System.
9. **Notification of Changes to Expected Energy.** If either Party determines that any changes to Expected Energy are required based on an event or events described herein that, then that Party shall notify the other Party in writing of the basis for its determination. The Parties shall negotiate in good faith whether to revise the

Expected Energy and, if mutually agreed to by the Parties, the Parties shall revise this PeGu Agreement pursuant to the terms of this PeGu Agreement.

10. Additional Provisions.

10.1. **Notices.** All notices shall be made pursuant to requirements of the Solar Agreement.

10.2. **Disputes.** Disputes between the parties arising out of this PeGu Agreement shall be resolved by the following processes:

10.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any controversy or dispute arising out of or relating to this PeGu Agreement by negotiation.

10.2.2. **Mediation.** Within 30 days, but no earlier than 15 days, following the earlier of (1) receipt of notice by one party by the other party of a demand for mediation, the parties shall submit the dispute to non-binding mediation administered by the AAA (or other agreed upon rules) under its construction industry mediation rules, unless waived by mutual stipulation of both parties.

10.2.3. **Litigation.** Disputes arising from this PeGu Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this PeGu Agreement is located.

10.3. Amendments.

This Agreement may not be amended, supplemented or otherwise modified except by a written instrument specifically referring to this Agreement and signed by both parties, or as specifically allowed under the terms and conditions outlined in this Agreement

10.4. Severability.

If any part of this Agreement shall be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the enforceability of any other part hereof.

10.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

10.6. Successors and Assigns.

Except as provided herein, no party may assign this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Either party may assign the Agreement without consent to a parent or subsidiary, an acquirer of assets, or a successor by merger. Nothing in this Agreement, expressed or implied, is intended to confer any rights, remedies, obligations or liabilities under or by reason of this Agreement upon any person or entity other than the parties.

File ID Number: 13-25807
Introduction Date: 11/6/13
Enactment Number: 13-22385
Enactment Date: 11/6/13
By: [Signature]

IN WITNESS WHEREOF, the Parties hereto have executed this O&M Agreement on the date indicated below.

Dated: Nov 7, 2013

Oakland Unified School District

By: [Signature]

Print Name: _____

David Kakishiba

Print Title: President, Board of Education

[Signature: Gary Yee]

Dated: NOVEMBER 6, 2013

SunPower Corporation, Systems

By: [Signature]

Print Name: JEFFREY PASOVICH

Print Title: VICE PRESIDENT U&C AMERICAS SKES

Exhibit A: System Sizes, Expected Energy, and Avoided Energy Price

(1 table for each of 16 Sites)

Bret Harte MS					
204.06	kWp	System Size			
301,633	kWh/yr	First Year Expected kWh Production			
1,478	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	301,633	286,551	\$0.1900	\$0.1390	\$0.3290
2	300,879	285,835	\$0.1957	\$0.1390	\$0.3347
3	300,127	285,120	\$0.2016	\$0.1390	\$0.3406
4	299,376	284,408	\$0.2076	\$0.1390	\$0.3466
5	298,628	283,697	\$0.2138	\$0.1390	\$0.3528
6	297,881	282,987	\$0.2202	\$0.0000	\$0.2202
7	297,137	282,280	\$0.2268	\$0.0000	\$0.2268
8	296,394	281,574	\$0.2336	\$0.0000	\$0.2336
9	295,653	280,870	\$0.2406	\$0.0000	\$0.2406
10	294,914	280,168	\$0.2478	\$0.0000	\$0.2478
11	294,176	279,468	\$0.2552	\$0.0000	\$0.2552
12	293,441	278,769	\$0.2629	\$0.0000	\$0.2629
13	292,707	278,072	\$0.2708	\$0.0000	\$0.2708
14	291,976	277,377	\$0.2789	\$0.0000	\$0.2789
15	291,246	276,683	\$0.2873	\$0.0000	\$0.2873
16	290,518	275,992	\$0.2959	\$0.0000	\$0.2959
17	289,791	275,302	\$0.3048	\$0.0000	\$0.3048
18	289,067	274,613	\$0.3139	\$0.0000	\$0.3139
19	288,344	273,927	\$0.3233	\$0.0000	\$0.3233
20	287,623	273,242	\$0.3330	\$0.0000	\$0.3330
21	286,904	272,559	\$0.3430	\$0.0000	\$0.3430
22	286,187	271,878	\$0.3533	\$0.0000	\$0.3533
23	285,471	271,198	\$0.3639	\$0.0000	\$0.3639
24	284,758	270,520	\$0.3748	\$0.0000	\$0.3748
25	284,046	269,844	\$0.3860	\$0.0000	\$0.3860

Castlemont HS					
443.41	kWp	System Size			
641,985	kWh/yr	First Year Expected kWh Production			
1,448	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%		Annual kWh Output Degradation			
3.0%		Annual PG&E Avoided Cost Rate Escalation			
95%		Guaranteed kWh Production as Percentage of Expected			
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	641,985	609,885	\$0.1900	\$0.1390	\$0.3290
2	640,380	608,361	\$0.1957	\$0.1390	\$0.3347
3	638,779	606,840	\$0.2016	\$0.1390	\$0.3406
4	637,182	605,323	\$0.2076	\$0.1390	\$0.3466
5	635,589	603,809	\$0.2138	\$0.1390	\$0.3528
6	634,000	602,300	\$0.2202	\$0.0000	\$0.2202
7	632,415	600,794	\$0.2268	\$0.0000	\$0.2268
8	630,834	599,292	\$0.2336	\$0.0000	\$0.2336
9	629,257	597,794	\$0.2406	\$0.0000	\$0.2406
10	627,684	596,299	\$0.2478	\$0.0000	\$0.2478
11	626,114	594,809	\$0.2552	\$0.0000	\$0.2552
12	624,549	593,322	\$0.2629	\$0.0000	\$0.2629
13	622,988	591,838	\$0.2708	\$0.0000	\$0.2708
14	621,430	590,359	\$0.2789	\$0.0000	\$0.2789
15	619,877	588,883	\$0.2873	\$0.0000	\$0.2873
16	618,327	587,411	\$0.2959	\$0.0000	\$0.2959
17	616,781	585,942	\$0.3048	\$0.0000	\$0.3048
18	615,239	584,477	\$0.3139	\$0.0000	\$0.3139
19	613,701	583,016	\$0.3233	\$0.0000	\$0.3233
20	612,167	581,558	\$0.3330	\$0.0000	\$0.3330
21	610,636	580,105	\$0.3430	\$0.0000	\$0.3430
22	609,110	578,654	\$0.3533	\$0.0000	\$0.3533
23	607,587	577,208	\$0.3639	\$0.0000	\$0.3639
24	606,068	575,765	\$0.3748	\$0.0000	\$0.3748
25	604,553	574,325	\$0.3860	\$0.0000	\$0.3860

Edna M. Brewer MS

156.96 kWp System Size
 227,747 kWh/yr First Year Expected kWh Production
 1,451 kWh/kWp First Year Expected Energy Yield
 \$0.1900 /kWh First Year PG&E Avoided Cost
 \$0.1390 /kWh CSI Incentive Rate
 0.250% Annual kWh Output Degradation
 3.0% Annual PG&E Avoided Cost Rate Escalation
 95% Guaranteed kWh Production as Percentage of Expected

Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	227,747	216,360	\$0.1900	\$0.1390	\$0.3290
2	227,178	215,819	\$0.1957	\$0.1390	\$0.3347
3	226,610	215,280	\$0.2016	\$0.1390	\$0.3406
4	226,044	214,741	\$0.2076	\$0.1390	\$0.3466
5	225,478	214,205	\$0.2138	\$0.1390	\$0.3528
6	224,915	213,669	\$0.2202	\$0.0000	\$0.2202
7	224,352	213,135	\$0.2268	\$0.0000	\$0.2268
8	223,792	212,602	\$0.2336	\$0.0000	\$0.2336
9	223,232	212,071	\$0.2406	\$0.0000	\$0.2406
10	222,674	211,540	\$0.2478	\$0.0000	\$0.2478
11	222,117	211,011	\$0.2552	\$0.0000	\$0.2552
12	221,562	210,484	\$0.2629	\$0.0000	\$0.2629
13	221,008	209,958	\$0.2708	\$0.0000	\$0.2708
14	220,456	209,433	\$0.2789	\$0.0000	\$0.2789
15	219,904	208,909	\$0.2873	\$0.0000	\$0.2873
16	219,355	208,387	\$0.2959	\$0.0000	\$0.2959
17	218,806	207,866	\$0.3048	\$0.0000	\$0.3048
18	218,259	207,346	\$0.3139	\$0.0000	\$0.3139
19	217,714	206,828	\$0.3233	\$0.0000	\$0.3233
20	217,169	206,311	\$0.3330	\$0.0000	\$0.3330
21	216,626	205,795	\$0.3430	\$0.0000	\$0.3430
22	216,085	205,281	\$0.3533	\$0.0000	\$0.3533
23	215,545	204,767	\$0.3639	\$0.0000	\$0.3639
24	215,006	204,256	\$0.3748	\$0.0000	\$0.3748
25	214,468	203,745	\$0.3860	\$0.0000	\$0.3860

Havenscourt MS					
133.42	kWp	System Size			
197,288	kWh/yr	First Year Expected kWh Production			
1,479	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%		Annual kWh Output Degradation			
3.0%		Annual PG&E Avoided Cost Rate Escalation			
95%		Guaranteed kWh Production as Percentage of Expected			
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	197,288	187,424	\$0.1900	\$0.1390	\$0.3290
2	196,795	186,955	\$0.1957	\$0.1390	\$0.3347
3	196,303	186,488	\$0.2016	\$0.1390	\$0.3406
4	195,812	186,022	\$0.2076	\$0.1390	\$0.3466
5	195,323	185,556	\$0.2138	\$0.1390	\$0.3528
6	194,834	185,093	\$0.2202	\$0.0000	\$0.2202
7	194,347	184,630	\$0.2268	\$0.0000	\$0.2268
8	193,861	184,168	\$0.2336	\$0.0000	\$0.2336
9	193,377	183,708	\$0.2406	\$0.0000	\$0.2406
10	192,893	183,249	\$0.2478	\$0.0000	\$0.2478
11	192,411	182,790	\$0.2552	\$0.0000	\$0.2552
12	191,930	182,333	\$0.2629	\$0.0000	\$0.2629
13	191,450	181,878	\$0.2708	\$0.0000	\$0.2708
14	190,972	181,423	\$0.2789	\$0.0000	\$0.2789
15	190,494	180,969	\$0.2873	\$0.0000	\$0.2873
16	190,018	180,517	\$0.2959	\$0.0000	\$0.2959
17	189,543	180,066	\$0.3048	\$0.0000	\$0.3048
18	189,069	179,616	\$0.3139	\$0.0000	\$0.3139
19	188,596	179,166	\$0.3233	\$0.0000	\$0.3233
20	188,125	178,719	\$0.3330	\$0.0000	\$0.3330
21	187,654	178,272	\$0.3430	\$0.0000	\$0.3430
22	187,185	177,826	\$0.3533	\$0.0000	\$0.3533
23	186,717	177,382	\$0.3639	\$0.0000	\$0.3639
24	186,251	176,938	\$0.3748	\$0.0000	\$0.3748
25	185,785	176,496	\$0.3860	\$0.0000	\$0.3860

King Estates MS					
89.93	kWp	System Size			
132,910	kWh/yr	First Year Expected kWh Production			
1,478	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	132,910	126,265	\$0.1900	\$0.1390	\$0.3290
2	132,578	125,949	\$0.1957	\$0.1390	\$0.3347
3	132,246	125,634	\$0.2016	\$0.1390	\$0.3406
4	131,916	125,320	\$0.2076	\$0.1390	\$0.3466
5	131,586	125,007	\$0.2138	\$0.1390	\$0.3528
6	131,257	124,694	\$0.2202	\$0.0000	\$0.2202
7	130,929	124,382	\$0.2268	\$0.0000	\$0.2268
8	130,602	124,071	\$0.2336	\$0.0000	\$0.2336
9	130,275	123,761	\$0.2406	\$0.0000	\$0.2406
10	129,949	123,452	\$0.2478	\$0.0000	\$0.2478
11	129,624	123,143	\$0.2552	\$0.0000	\$0.2552
12	129,300	122,835	\$0.2629	\$0.0000	\$0.2629
13	128,977	122,528	\$0.2708	\$0.0000	\$0.2708
14	128,655	122,222	\$0.2789	\$0.0000	\$0.2789
15	128,333	121,916	\$0.2873	\$0.0000	\$0.2873
16	128,012	121,612	\$0.2959	\$0.0000	\$0.2959
17	127,692	121,308	\$0.3048	\$0.0000	\$0.3048
18	127,373	121,004	\$0.3139	\$0.0000	\$0.3139
19	127,055	120,702	\$0.3233	\$0.0000	\$0.3233
20	126,737	120,400	\$0.3330	\$0.0000	\$0.3330
21	126,420	120,099	\$0.3430	\$0.0000	\$0.3430
22	126,104	119,799	\$0.3533	\$0.0000	\$0.3533
23	125,789	119,499	\$0.3639	\$0.0000	\$0.3639
24	125,474	119,201	\$0.3748	\$0.0000	\$0.3748
25	125,161	118,903	\$0.3860	\$0.0000	\$0.3860

Lowell MS					
172.66	kWp	System Size			
250,180	kWh/yr	First Year Expected kWh Production			
1,449	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	250,180	237,671	\$0.1900	\$0.1390	\$0.3290
2	249,555	237,077	\$0.1957	\$0.1390	\$0.3347
3	248,931	236,484	\$0.2016	\$0.1390	\$0.3406
4	248,308	235,893	\$0.2076	\$0.1390	\$0.3466
5	247,688	235,303	\$0.2138	\$0.1390	\$0.3528
6	247,068	234,715	\$0.2202	\$0.0000	\$0.2202
7	246,451	234,128	\$0.2268	\$0.0000	\$0.2268
8	245,835	233,543	\$0.2336	\$0.0000	\$0.2336
9	245,220	232,959	\$0.2406	\$0.0000	\$0.2406
10	244,607	232,377	\$0.2478	\$0.0000	\$0.2478
11	243,995	231,796	\$0.2552	\$0.0000	\$0.2552
12	243,385	231,216	\$0.2629	\$0.0000	\$0.2629
13	242,777	230,638	\$0.2708	\$0.0000	\$0.2708
14	242,170	230,062	\$0.2789	\$0.0000	\$0.2789
15	241,565	229,486	\$0.2873	\$0.0000	\$0.2873
16	240,961	228,913	\$0.2959	\$0.0000	\$0.2959
17	240,358	228,340	\$0.3048	\$0.0000	\$0.3048
18	239,757	227,769	\$0.3139	\$0.0000	\$0.3139
19	239,158	227,200	\$0.3233	\$0.0000	\$0.3233
20	238,560	226,632	\$0.3330	\$0.0000	\$0.3330
21	237,964	226,065	\$0.3430	\$0.0000	\$0.3430
22	237,369	225,500	\$0.3533	\$0.0000	\$0.3533
23	236,775	224,937	\$0.3639	\$0.0000	\$0.3639
24	236,183	224,374	\$0.3748	\$0.0000	\$0.3748
25	235,593	223,813	\$0.3860	\$0.0000	\$0.3860

McClymonds HS					
291.68	kWp	System Size			
425,293	kWh/yr	First Year Expected kWh Production			
1,458	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	425,293	404,028	\$0.1900	\$0.1390	\$0.3290
2	424,229	403,018	\$0.1957	\$0.1390	\$0.3347
3	423,169	402,010	\$0.2016	\$0.1390	\$0.3406
4	422,111	401,005	\$0.2076	\$0.1390	\$0.3466
5	421,055	400,003	\$0.2138	\$0.1390	\$0.3528
6	420,003	399,003	\$0.2202	\$0.0000	\$0.2202
7	418,953	398,005	\$0.2268	\$0.0000	\$0.2268
8	417,905	397,010	\$0.2336	\$0.0000	\$0.2336
9	416,861	396,018	\$0.2406	\$0.0000	\$0.2406
10	415,819	395,028	\$0.2478	\$0.0000	\$0.2478
11	414,779	394,040	\$0.2552	\$0.0000	\$0.2552
12	413,742	393,055	\$0.2629	\$0.0000	\$0.2629
13	412,708	392,072	\$0.2708	\$0.0000	\$0.2708
14	411,676	391,092	\$0.2789	\$0.0000	\$0.2789
15	410,647	390,114	\$0.2873	\$0.0000	\$0.2873
16	409,620	389,139	\$0.2959	\$0.0000	\$0.2959
17	408,596	388,166	\$0.3048	\$0.0000	\$0.3048
18	407,575	387,196	\$0.3139	\$0.0000	\$0.3139
19	406,556	386,228	\$0.3233	\$0.0000	\$0.3233
20	405,539	385,262	\$0.3330	\$0.0000	\$0.3330
21	404,525	384,299	\$0.3430	\$0.0000	\$0.3430
22	403,514	383,338	\$0.3533	\$0.0000	\$0.3533
23	402,505	382,380	\$0.3639	\$0.0000	\$0.3639
24	401,499	381,424	\$0.3748	\$0.0000	\$0.3748
25	400,495	380,471	\$0.3860	\$0.0000	\$0.3860

Montera MS					
211.90	kWp	System Size			
311,879	kWh/yr	First Year Expected kWh Production			
1,472	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	311,879	296,285	\$0.1900	\$0.1390	\$0.3290
2	311,100	295,545	\$0.1957	\$0.1390	\$0.3347
3	310,322	294,806	\$0.2016	\$0.1390	\$0.3406
4	309,546	294,069	\$0.2076	\$0.1390	\$0.3466
5	308,772	293,334	\$0.2138	\$0.1390	\$0.3528
6	308,000	292,600	\$0.2202	\$0.0000	\$0.2202
7	307,230	291,869	\$0.2268	\$0.0000	\$0.2268
8	306,462	291,139	\$0.2336	\$0.0000	\$0.2336
9	305,696	290,411	\$0.2406	\$0.0000	\$0.2406
10	304,932	289,685	\$0.2478	\$0.0000	\$0.2478
11	304,169	288,961	\$0.2552	\$0.0000	\$0.2552
12	303,409	288,239	\$0.2629	\$0.0000	\$0.2629
13	302,651	287,518	\$0.2708	\$0.0000	\$0.2708
14	301,894	286,799	\$0.2789	\$0.0000	\$0.2789
15	301,139	286,082	\$0.2873	\$0.0000	\$0.2873
16	300,386	285,367	\$0.2959	\$0.0000	\$0.2959
17	299,635	284,654	\$0.3048	\$0.0000	\$0.3048
18	298,886	283,942	\$0.3139	\$0.0000	\$0.3139
19	298,139	283,232	\$0.3233	\$0.0000	\$0.3233
20	297,394	282,524	\$0.3330	\$0.0000	\$0.3330
21	296,650	281,818	\$0.3430	\$0.0000	\$0.3430
22	295,909	281,113	\$0.3533	\$0.0000	\$0.3533
23	295,169	280,410	\$0.3639	\$0.0000	\$0.3639
24	294,431	279,709	\$0.3748	\$0.0000	\$0.3748
25	293,695	279,010	\$0.3860	\$0.0000	\$0.3860

Oakland HS					
408.10	kWp	System Size			
602,101	kWh/yr	First Year Expected kWh Production			
1,475	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	602,101	571,996	\$0.1900	\$0.1390	\$0.3290
2	600,596	570,566	\$0.1957	\$0.1390	\$0.3347
3	599,095	569,140	\$0.2016	\$0.1390	\$0.3406
4	597,597	567,717	\$0.2076	\$0.1390	\$0.3466
5	596,103	566,298	\$0.2138	\$0.1390	\$0.3528
6	594,613	564,882	\$0.2202	\$0.0000	\$0.2202
7	593,126	563,470	\$0.2268	\$0.0000	\$0.2268
8	591,643	562,061	\$0.2336	\$0.0000	\$0.2336
9	590,164	560,656	\$0.2406	\$0.0000	\$0.2406
10	588,689	559,254	\$0.2478	\$0.0000	\$0.2478
11	587,217	557,856	\$0.2552	\$0.0000	\$0.2552
12	585,749	556,461	\$0.2629	\$0.0000	\$0.2629
13	584,285	555,070	\$0.2708	\$0.0000	\$0.2708
14	582,824	553,683	\$0.2789	\$0.0000	\$0.2789
15	581,367	552,298	\$0.2873	\$0.0000	\$0.2873
16	579,913	550,918	\$0.2959	\$0.0000	\$0.2959
17	578,464	549,540	\$0.3048	\$0.0000	\$0.3048
18	577,017	548,167	\$0.3139	\$0.0000	\$0.3139
19	575,575	546,796	\$0.3233	\$0.0000	\$0.3233
20	574,136	545,429	\$0.3330	\$0.0000	\$0.3330
21	572,701	544,066	\$0.3430	\$0.0000	\$0.3430
22	571,269	542,705	\$0.3533	\$0.0000	\$0.3533
23	569,841	541,349	\$0.3639	\$0.0000	\$0.3639
24	568,416	539,995	\$0.3748	\$0.0000	\$0.3748
25	566,995	538,645	\$0.3860	\$0.0000	\$0.3860

Oakland International HS at Carter MS					
114.45	kWp	System Size			
165,594	kWh/yr	First Year Expected kWh Production			
1,447	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	165,594	157,314	\$0.1900	\$0.1390	\$0.3290
2	165,180	156,921	\$0.1957	\$0.1390	\$0.3347
3	164,767	156,529	\$0.2016	\$0.1390	\$0.3406
4	164,355	156,137	\$0.2076	\$0.1390	\$0.3466
5	163,944	155,747	\$0.2138	\$0.1390	\$0.3528
6	163,534	155,358	\$0.2202	\$0.0000	\$0.2202
7	163,126	154,969	\$0.2268	\$0.0000	\$0.2268
8	162,718	154,582	\$0.2336	\$0.0000	\$0.2336
9	162,311	154,195	\$0.2406	\$0.0000	\$0.2406
10	161,905	153,810	\$0.2478	\$0.0000	\$0.2478
11	161,500	153,425	\$0.2552	\$0.0000	\$0.2552
12	161,097	153,042	\$0.2629	\$0.0000	\$0.2629
13	160,694	152,659	\$0.2708	\$0.0000	\$0.2708
14	160,292	152,278	\$0.2789	\$0.0000	\$0.2789
15	159,891	151,897	\$0.2873	\$0.0000	\$0.2873
16	159,492	151,517	\$0.2959	\$0.0000	\$0.2959
17	159,093	151,138	\$0.3048	\$0.0000	\$0.3048
18	158,695	150,761	\$0.3139	\$0.0000	\$0.3139
19	158,299	150,384	\$0.3233	\$0.0000	\$0.3233
20	157,903	150,008	\$0.3330	\$0.0000	\$0.3330
21	157,508	149,633	\$0.3430	\$0.0000	\$0.3430
22	157,114	149,259	\$0.3533	\$0.0000	\$0.3533
23	156,721	148,885	\$0.3639	\$0.0000	\$0.3639
24	156,330	148,513	\$0.3748	\$0.0000	\$0.3748
25	155,939	148,142	\$0.3860	\$0.0000	\$0.3860

Oakland Technical HS

470.55 kWp System Size
 701,503 kWh/yr First Year Expected kWh Production
 1,491 kWh/kWp First Year Expected Energy Yield
 \$0.1900 /kWh First Year PG&E Avoided Cost
 \$0.1285 /kWh CSI Incentive Rate
 0.250% Annual kWh Output Degradation
 3.0% Annual PG&E Avoided Cost Rate Escalation
 95% Guaranteed kWh Production as Percentage of Expected

Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	701,503	666,428	\$0.1900	\$0.1285	\$0.3185
2	699,749	664,762	\$0.1957	\$0.1285	\$0.3242
3	698,000	663,100	\$0.2016	\$0.1285	\$0.3301
4	696,255	661,442	\$0.2076	\$0.1285	\$0.3361
5	694,514	659,788	\$0.2138	\$0.1285	\$0.3423
6	692,778	658,139	\$0.2202	\$0.0000	\$0.2202
7	691,046	656,494	\$0.2268	\$0.0000	\$0.2268
8	689,318	654,852	\$0.2336	\$0.0000	\$0.2336
9	687,595	653,215	\$0.2406	\$0.0000	\$0.2406
10	685,876	651,582	\$0.2478	\$0.0000	\$0.2478
11	684,161	649,953	\$0.2552	\$0.0000	\$0.2552
12	682,451	648,328	\$0.2629	\$0.0000	\$0.2629
13	680,745	646,708	\$0.2708	\$0.0000	\$0.2708
14	679,043	645,091	\$0.2789	\$0.0000	\$0.2789
15	677,345	643,478	\$0.2873	\$0.0000	\$0.2873
16	675,652	641,869	\$0.2959	\$0.0000	\$0.2959
17	673,963	640,265	\$0.3048	\$0.0000	\$0.3048
18	672,278	638,664	\$0.3139	\$0.0000	\$0.3139
19	670,597	637,067	\$0.3233	\$0.0000	\$0.3233
20	668,921	635,475	\$0.3330	\$0.0000	\$0.3330
21	667,248	633,886	\$0.3430	\$0.0000	\$0.3430
22	665,580	632,301	\$0.3533	\$0.0000	\$0.3533
23	663,916	630,721	\$0.3639	\$0.0000	\$0.3639
24	662,257	629,144	\$0.3748	\$0.0000	\$0.3748
25	660,601	627,571	\$0.3860	\$0.0000	\$0.3860

Roosevelt MS					
125.57	kWp	System Size			
184,674	kWh/yr	First Year Expected kWh Production			
1,471	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	184,674	175,440	\$0.1900	\$0.1390	\$0.3290
2	184,212	175,002	\$0.1957	\$0.1390	\$0.3347
3	183,752	174,564	\$0.2016	\$0.1390	\$0.3406
4	183,292	174,128	\$0.2076	\$0.1390	\$0.3466
5	182,834	173,692	\$0.2138	\$0.1390	\$0.3528
6	182,377	173,258	\$0.2202	\$0.0000	\$0.2202
7	181,921	172,825	\$0.2268	\$0.0000	\$0.2268
8	181,466	172,393	\$0.2336	\$0.0000	\$0.2336
9	181,012	171,962	\$0.2406	\$0.0000	\$0.2406
10	180,560	171,532	\$0.2478	\$0.0000	\$0.2478
11	180,109	171,103	\$0.2552	\$0.0000	\$0.2552
12	179,658	170,675	\$0.2629	\$0.0000	\$0.2629
13	179,209	170,249	\$0.2708	\$0.0000	\$0.2708
14	178,761	169,823	\$0.2789	\$0.0000	\$0.2789
15	178,314	169,398	\$0.2873	\$0.0000	\$0.2873
16	177,868	168,975	\$0.2959	\$0.0000	\$0.2959
17	177,424	168,553	\$0.3048	\$0.0000	\$0.3048
18	176,980	168,131	\$0.3139	\$0.0000	\$0.3139
19	176,538	167,711	\$0.3233	\$0.0000	\$0.3233
20	176,096	167,292	\$0.3330	\$0.0000	\$0.3330
21	175,656	166,873	\$0.3430	\$0.0000	\$0.3430
22	175,217	166,456	\$0.3533	\$0.0000	\$0.3533
23	174,779	166,040	\$0.3639	\$0.0000	\$0.3639
24	174,342	165,625	\$0.3748	\$0.0000	\$0.3748
25	173,906	165,211	\$0.3860	\$0.0000	\$0.3860

Sankofa Academy at Washington ES					
57.23	kWp	System Size			
86,131	kWh/yr	First Year Expected kWh Production			
1,505	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	86,131	81,824	\$0.1900	\$0.1390	\$0.3290
2	85,915	81,620	\$0.1957	\$0.1390	\$0.3347
3	85,700	81,415	\$0.2016	\$0.1390	\$0.3406
4	85,486	81,212	\$0.2076	\$0.1390	\$0.3466
5	85,273	81,009	\$0.2138	\$0.1390	\$0.3528
6	85,059	80,806	\$0.2202	\$0.0000	\$0.2202
7	84,847	80,604	\$0.2268	\$0.0000	\$0.2268
8	84,635	80,403	\$0.2336	\$0.0000	\$0.2336
9	84,423	80,202	\$0.2406	\$0.0000	\$0.2406
10	84,212	80,001	\$0.2478	\$0.0000	\$0.2478
11	84,001	79,801	\$0.2552	\$0.0000	\$0.2552
12	83,791	79,602	\$0.2629	\$0.0000	\$0.2629
13	83,582	79,403	\$0.2708	\$0.0000	\$0.2708
14	83,373	79,204	\$0.2789	\$0.0000	\$0.2789
15	83,165	79,006	\$0.2873	\$0.0000	\$0.2873
16	82,957	78,809	\$0.2959	\$0.0000	\$0.2959
17	82,749	78,612	\$0.3048	\$0.0000	\$0.3048
18	82,542	78,415	\$0.3139	\$0.0000	\$0.3139
19	82,336	78,219	\$0.3233	\$0.0000	\$0.3233
20	82,130	78,024	\$0.3330	\$0.0000	\$0.3330
21	81,925	77,829	\$0.3430	\$0.0000	\$0.3430
22	81,720	77,634	\$0.3533	\$0.0000	\$0.3533
23	81,516	77,440	\$0.3639	\$0.0000	\$0.3639
24	81,312	77,246	\$0.3748	\$0.0000	\$0.3748
25	81,109	77,053	\$0.3860	\$0.0000	\$0.3860

Skyline HS					
452.57	kWp	System Size			
580,077	kWh/yr	First Year Expected kWh Production			
1,282	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1347	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	580,077	551,073	\$0.1900	\$0.1347	\$0.3247
2	578,627	549,695	\$0.1957	\$0.1347	\$0.3304
3	577,180	548,321	\$0.2016	\$0.1347	\$0.3363
4	575,737	546,950	\$0.2076	\$0.1347	\$0.3423
5	574,298	545,583	\$0.2138	\$0.1347	\$0.3485
6	572,862	544,219	\$0.2202	\$0.0000	\$0.2202
7	571,430	542,858	\$0.2268	\$0.0000	\$0.2268
8	570,001	541,501	\$0.2336	\$0.0000	\$0.2336
9	568,576	540,147	\$0.2406	\$0.0000	\$0.2406
10	567,155	538,797	\$0.2478	\$0.0000	\$0.2478
11	565,737	537,450	\$0.2552	\$0.0000	\$0.2552
12	564,323	536,106	\$0.2629	\$0.0000	\$0.2629
13	562,912	534,766	\$0.2708	\$0.0000	\$0.2708
14	561,504	533,429	\$0.2789	\$0.0000	\$0.2789
15	560,101	532,096	\$0.2873	\$0.0000	\$0.2873
16	558,700	530,765	\$0.2959	\$0.0000	\$0.2959
17	557,304	529,438	\$0.3048	\$0.0000	\$0.3048
18	555,910	528,115	\$0.3139	\$0.0000	\$0.3139
19	554,521	526,795	\$0.3233	\$0.0000	\$0.3233
20	553,134	525,478	\$0.3330	\$0.0000	\$0.3330
21	551,751	524,164	\$0.3430	\$0.0000	\$0.3430
22	550,372	522,853	\$0.3533	\$0.0000	\$0.3533
23	548,996	521,546	\$0.3639	\$0.0000	\$0.3639
24	547,624	520,242	\$0.3748	\$0.0000	\$0.3748
25	546,255	518,942	\$0.3860	\$0.0000	\$0.3860

Westlake MS					
120.34	kWp	System Size			
176,528	kWh/yr	First Year Expected kWh Production			
1,467	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.1390	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	176,528	167,701	\$0.1900	\$0.1390	\$0.3290
2	176,086	167,282	\$0.1957	\$0.1390	\$0.3347
3	175,646	166,864	\$0.2016	\$0.1390	\$0.3406
4	175,207	166,447	\$0.2076	\$0.1390	\$0.3466
5	174,769	166,031	\$0.2138	\$0.1390	\$0.3528
6	174,332	165,616	\$0.2202	\$0.0000	\$0.2202
7	173,896	165,201	\$0.2268	\$0.0000	\$0.2268
8	173,462	164,788	\$0.2336	\$0.0000	\$0.2336
9	173,028	164,376	\$0.2406	\$0.0000	\$0.2406
10	172,595	163,966	\$0.2478	\$0.0000	\$0.2478
11	172,164	163,556	\$0.2552	\$0.0000	\$0.2552
12	171,733	163,147	\$0.2629	\$0.0000	\$0.2629
13	171,304	162,739	\$0.2708	\$0.0000	\$0.2708
14	170,876	162,332	\$0.2789	\$0.0000	\$0.2789
15	170,449	161,926	\$0.2873	\$0.0000	\$0.2873
16	170,023	161,521	\$0.2959	\$0.0000	\$0.2959
17	169,597	161,118	\$0.3048	\$0.0000	\$0.3048
18	169,173	160,715	\$0.3139	\$0.0000	\$0.3139
19	168,751	160,313	\$0.3233	\$0.0000	\$0.3233
20	168,329	159,912	\$0.3330	\$0.0000	\$0.3330
21	167,908	159,512	\$0.3430	\$0.0000	\$0.3430
22	167,488	159,114	\$0.3533	\$0.0000	\$0.3533
23	167,069	158,716	\$0.3639	\$0.0000	\$0.3639
24	166,652	158,319	\$0.3748	\$0.0000	\$0.3748
25	166,235	157,923	\$0.3860	\$0.0000	\$0.3860

Madison MS					
180.50	kWp	System Size			
260,448	kWh/yr	First Year Expected kWh Production			
1,443	kWh/kWp	First Year Expected Energy Yield			
\$0.1900	/kWh	First Year PG&E Avoided Cost			
\$0.0000	/kWh	CSI Incentive Rate			
0.250%	Annual kWh Output Degradation				
3.0%	Annual PG&E Avoided Cost Rate Escalation				
95%	Guaranteed kWh Production as Percentage of Expected				
Guarantee Year	Expected kWh/yr Production	Guaranteed kWh/yr Production	PG&E Avoided Cost Rate (\$/kWh)	CSI Incentive Rate (\$/kWh)	Avoided Energy Price (\$/kWh)
1	260,448	247,425	\$0.1900	\$0.0000	\$0.1900
2	259,797	246,807	\$0.1957	\$0.0000	\$0.1957
3	259,147	246,190	\$0.2016	\$0.0000	\$0.2016
4	258,499	245,574	\$0.2076	\$0.0000	\$0.2076
5	257,853	244,960	\$0.2138	\$0.0000	\$0.2138
6	257,208	244,348	\$0.2202	\$0.0000	\$0.2202
7	256,565	243,737	\$0.2268	\$0.0000	\$0.2268
8	255,924	243,128	\$0.2336	\$0.0000	\$0.2336
9	255,284	242,520	\$0.2406	\$0.0000	\$0.2406
10	254,646	241,914	\$0.2478	\$0.0000	\$0.2478
11	254,009	241,309	\$0.2552	\$0.0000	\$0.2552
12	253,374	240,706	\$0.2629	\$0.0000	\$0.2629
13	252,741	240,104	\$0.2708	\$0.0000	\$0.2708
14	252,109	239,504	\$0.2789	\$0.0000	\$0.2789
15	251,479	238,905	\$0.2873	\$0.0000	\$0.2873
16	250,850	238,308	\$0.2959	\$0.0000	\$0.2959
17	250,223	237,712	\$0.3048	\$0.0000	\$0.3048
18	249,597	237,118	\$0.3139	\$0.0000	\$0.3139
19	248,973	236,525	\$0.3233	\$0.0000	\$0.3233
20	248,351	235,933	\$0.3330	\$0.0000	\$0.3330
21	247,730	235,344	\$0.3430	\$0.0000	\$0.3430
22	247,111	234,755	\$0.3533	\$0.0000	\$0.3533
23	246,493	234,168	\$0.3639	\$0.0000	\$0.3639
24	245,877	233,583	\$0.3748	\$0.0000	\$0.3748
25	245,262	232,999	\$0.3860	\$0.0000	\$0.3860

End of Exhibit A

Exhibit B: Annual Performance Guarantee Pricing Based on 2.75% Escalator in Years 2 Through 25

Year	Bret Harte MS	Castlemont HS	Claremont MS	Edna M. Brewer MS	Havenscourt MS	King Estates MS	Lowell MS	McClymonds HS	Montera MS	Oakland HS	Oakland International HS at Carter MS	Oakland Technical HS	Roosevelt MS	Sankofa Academy at Washington ES	Skyline HS	Westlake MS	Madison MS	TOTAL
1	\$1,280	\$2,347	\$0	\$1,286	\$973	\$775	\$1,149	\$1,657	\$1,399	\$2,142	\$882	\$2,423	\$907	\$663	\$2,435	\$765	\$1,183	\$22,268
2	\$1,315	\$2,412	\$0	\$1,321	\$1,000	\$796	\$1,181	\$1,702	\$1,438	\$2,201	\$906	\$2,489	\$932	\$681	\$2,502	\$786	\$1,216	\$22,880
3	\$1,352	\$2,478	\$0	\$1,358	\$1,027	\$818	\$1,213	\$1,749	\$1,477	\$2,262	\$931	\$2,558	\$958	\$700	\$2,571	\$808	\$1,249	\$23,509
4	\$1,389	\$2,546	\$0	\$1,395	\$1,056	\$841	\$1,247	\$1,797	\$1,518	\$2,324	\$957	\$2,628	\$984	\$719	\$2,641	\$830	\$1,284	\$24,156
5	\$1,427	\$2,616	\$0	\$1,433	\$1,085	\$864	\$1,281	\$1,847	\$1,560	\$2,388	\$983	\$2,700	\$1,011	\$739	\$2,714	\$853	\$1,319	\$24,820
6	\$1,466	\$2,688	\$0	\$1,473	\$1,114	\$887	\$1,316	\$1,898	\$1,603	\$2,454	\$1,010	\$2,775	\$1,039	\$760	\$2,789	\$876	\$1,355	\$25,502
7	\$1,507	\$2,762	\$0	\$1,513	\$1,145	\$912	\$1,352	\$1,950	\$1,647	\$2,521	\$1,038	\$2,851	\$1,068	\$780	\$2,865	\$900	\$1,392	\$26,204
8	\$1,548	\$2,838	\$0	\$1,555	\$1,177	\$937	\$1,389	\$2,003	\$1,692	\$2,590	\$1,067	\$2,929	\$1,097	\$802	\$2,944	\$925	\$1,431	\$26,924
9	\$1,591	\$2,916	\$0	\$1,598	\$1,209	\$963	\$1,428	\$2,059	\$1,738	\$2,662	\$1,096	\$3,010	\$1,127	\$824	\$3,025	\$950	\$1,470	\$27,665
10	\$1,634	\$2,997	\$0	\$1,642	\$1,242	\$989	\$1,467	\$2,115	\$1,786	\$2,735	\$1,126	\$3,093	\$1,158	\$847	\$3,108	\$977	\$1,510	\$28,426
11	\$1,679	\$3,079	\$0	\$1,687	\$1,276	\$1,016	\$1,507	\$2,173	\$1,835	\$2,810	\$1,157	\$3,178	\$1,190	\$870	\$3,194	\$1,003	\$1,552	\$29,207
12	\$1,725	\$3,164	\$0	\$1,733	\$1,311	\$1,044	\$1,549	\$2,233	\$1,886	\$2,887	\$1,189	\$3,265	\$1,223	\$894	\$3,282	\$1,031	\$1,595	\$30,010
13	\$1,773	\$3,251	\$0	\$1,781	\$1,347	\$1,073	\$1,591	\$2,294	\$1,938	\$2,967	\$1,222	\$3,355	\$1,256	\$918	\$3,372	\$1,059	\$1,638	\$30,836
14	\$1,822	\$3,340	\$0	\$1,830	\$1,385	\$1,102	\$1,635	\$2,358	\$1,991	\$3,048	\$1,255	\$3,447	\$1,291	\$944	\$3,465	\$1,089	\$1,684	\$31,684
15	\$1,872	\$3,432	\$0	\$1,880	\$1,423	\$1,133	\$1,680	\$2,422	\$2,046	\$3,132	\$1,290	\$3,542	\$1,326	\$970	\$3,560	\$1,118	\$1,730	\$32,555
16	\$1,923	\$3,526	\$0	\$1,932	\$1,462	\$1,164	\$1,726	\$2,489	\$2,102	\$3,218	\$1,325	\$3,639	\$1,363	\$996	\$3,658	\$1,149	\$1,777	\$33,450
17	\$1,976	\$3,623	\$0	\$1,985	\$1,502	\$1,196	\$1,774	\$2,557	\$2,160	\$3,307	\$1,362	\$3,739	\$1,400	\$1,024	\$3,758	\$1,181	\$1,826	\$34,370
18	\$2,030	\$3,723	\$0	\$2,039	\$1,543	\$1,229	\$1,822	\$2,628	\$2,219	\$3,398	\$1,399	\$3,842	\$1,439	\$1,052	\$3,862	\$1,213	\$1,876	\$35,315
19	\$2,086	\$3,825	\$0	\$2,096	\$1,586	\$1,263	\$1,873	\$2,700	\$2,280	\$3,491	\$1,438	\$3,948	\$1,478	\$1,081	\$3,968	\$1,247	\$1,928	\$36,286
20	\$2,144	\$3,930	\$0	\$2,153	\$1,629	\$1,297	\$1,924	\$2,774	\$2,343	\$3,587	\$1,477	\$4,057	\$1,519	\$1,110	\$4,077	\$1,281	\$1,981	\$37,284
21	\$2,203	\$4,039	\$0	\$2,212	\$1,674	\$1,333	\$1,977	\$2,851	\$2,407	\$3,686	\$1,518	\$4,168	\$1,561	\$1,141	\$4,189	\$1,316	\$2,036	\$38,310
22	\$2,263	\$4,150	\$0	\$2,273	\$1,720	\$1,370	\$2,031	\$2,929	\$2,474	\$3,787	\$1,559	\$4,283	\$1,604	\$1,172	\$4,304	\$1,352	\$2,092	\$39,363
23	\$2,325	\$4,264	\$0	\$2,336	\$1,767	\$1,407	\$2,087	\$3,010	\$2,542	\$3,891	\$1,602	\$4,401	\$1,648	\$1,205	\$4,423	\$1,390	\$2,149	\$40,446
24	\$2,389	\$4,381	\$0	\$2,400	\$1,816	\$1,446	\$2,145	\$3,092	\$2,611	\$3,998	\$1,646	\$4,522	\$1,693	\$1,238	\$4,544	\$1,428	\$2,208	\$41,558
25	\$2,455	\$4,501	\$0	\$2,466	\$1,866	\$1,486	\$2,203	\$3,177	\$2,683	\$4,108	\$1,692	\$4,646	\$1,740	\$1,272	\$4,669	\$1,467	\$2,269	\$42,701
Total	\$45,174	\$82,829	\$0	\$45,376	\$34,335	\$27,341	\$40,546	\$58,465	\$49,375	\$75,596	\$31,128	\$85,488	\$32,010	\$23,401	\$85,921	\$26,995	\$41,750	\$785,728

File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2385
 Enactment Date: 11/6/13
 By: OK

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 5
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION**

BRET HARTE MIDDLE SCHOOL

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Bret Harte MS	204.06	Roof	301,633

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE), adjusted for an NTP issued as of the date of this Addendum**. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

BRET HARTE MIDDLE SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Bret Harte MS	\$1,052,381	\$397,075	\$9,049	\$1,458,506

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Bret Harte MS	\$5,325	\$187,906	\$1,280	\$45,174	\$233,080

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values			
Bret Harte MS		\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)		\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)		\$ -	0.0%
Construction			
NTP		\$ 23,152	1.6%
Payment & Performance Bonds		\$ 12,629	0.9%
Mobilization, Site Demolition		\$ 31,571	2.2%
Proj. Mgmt, Constr. Mgmt, Admin		\$ 74,719	5.1%
PV Equipment Procurement		\$ 271,514	18.6%
Inverters		\$ 62,090	4.3%
Racking / Structural Steel Procurement		\$ 92,610	6.3%
PV & Electrical Install		\$ 334,657	22.9%
Fencing		\$ 6,314	0.4%
Trenching		\$ 10,524	0.7%
Roof Stanchions / Supports		\$ 25,257	1.7%
Equipment Pad installation, Asphalt, Concrete		\$ 16,838	1.2%
Warranties		\$ 43,148	3.0%
Commissioning		\$ 5,262	0.4%
Punch List / Final Acceptance		\$ 27,362	1.9%
Inspections & Gear Certification		\$ 10,524	0.7%
Permit Allowance		\$ 4,210	0.3%
Roof Replacement		\$ 397,075	27.2%
Electrical Service Upgrade		\$ 9,049	0.6%
	Construction Subtotal	\$ 1,458,506	100.0%
TOTAL		\$ 1,458,506	

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Bret Harte - 11077_1_ISSUE-FOR-DSA_5-3-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

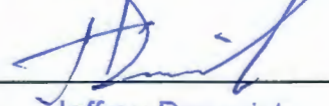
Oakland Unified School District

SunPower Corporation, Systems

Date: Nov. 7, 20 13

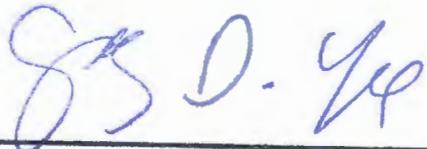
Date: NOVEMBER 6, 20 13

By: 

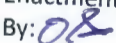
By: 

Print Name: _____
David Kakishiba
Print Title: _____
President, Board of Education

Print Name: Jeffrey Dasovich
Print Title: VP U.S. AMERICAS SALES

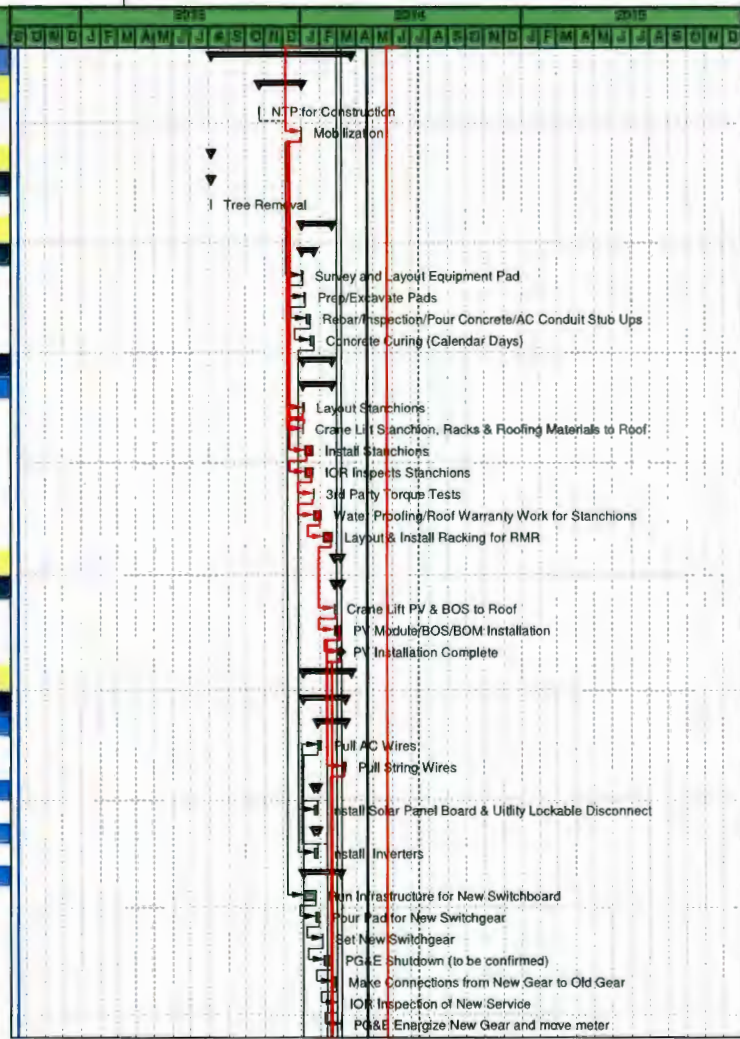


Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2785
Enactment Date: 11/6/13
By: 

ATTACHMENT "1"
BASELINE SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish	2013												2014												2015															
					S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
40000 - Construction																																												
41000 - Temporary Facilities																																												
41000-20	NTP for Construction	1	24-Oct-13*	24-Oct-13																																								
41000-10	Mobilization	1	02-Jan-14	02-Jan-14																																								
42000 - Civil Work																																												
42020 - Site Demolition																																												
42020-10	Tree Removal	1	05-Aug-13*	05-Aug-13																																								
43000 - Structures																																												
43400 - Electrical Equipment Foundation																																												
43400-40	Survey and Layout Equipment Pad	2	02-Jan-14	03-Jan-14																																								
43400-10	Prep/Excavate Pads	3	06-Jan-14	08-Jan-14																																								
43400-20	Rebar/Inspection/Pour Concrete/AC Conduit Stub Ups	5	09-Jan-14	15-Jan-14																																								
43400-30	Concrete Curing (Calendar Days)	7	16-Jan-14	22-Jan-14																																								
43200 - Roof Top																																												
43210 - Mounting System																																												
43210-50	Layout Stanchions	2	03-Jan-14	06-Jan-14																																								
43210-70	Crane Lift Stanchion, Racks & Roofing Materials to Roof	1	03-Jan-14	03-Jan-14																																								
43210-10	Install Stanchions	10	07-Jan-14	20-Jan-14																																								
43210-30	IOR Inspects Stanchions	9	08-Jan-14	20-Jan-14																																								
43210-60	3rd Party Torque Tests	1	21-Jan-14	21-Jan-14																																								
43210-40	Water Proofing/Roof Warranty Work for Stanchions	9	22-Jan-14	03-Feb-14																																								
43210-20	Layout & Install Racking for RMR	10	07-Feb-14	21-Feb-14																																								
44000 - PV																																												
44010 - PV Installation																																												
44010-40	Crane Lift PV & BOS to Roof	1	24-Feb-14	24-Feb-14																																								
44010-50	PV Module/BOS/BOM Installation	10	24-Feb-14	07-Mar-14																																								
44010-60	PV Installation Complete	0		07-Mar-14																																								
45000 - Electrical																																												
45030 - Electrical Equipment																																												
45031 - Wire																																												
45031-30	Pull AC Wires	5	27-Jan-14	03-Feb-14																																								
45031-10	Pull String Wires	5	10-Mar-14	14-Mar-14																																								
45032 - Disconnects																																												
45032-10	Install Solar Panel Board & Utility Lockable Disconnect	3	22-Jan-14	27-Jan-14																																								
45033 - Inverters																																												
45033-10	Install Inverters	3	22-Jan-14	27-Jan-14																																								
Electrical Gear Replacement																																												
EGR-10	Run Infrastructure for New Switchboard	15	03-Jan-14	23-Jan-14																																								
EGR-20	Pour Pad for New Switchgear	4	24-Jan-14	29-Jan-14																																								
EGR-30	Set New Switchgear	1	05-Feb-14	05-Feb-14																																								
EGR-50	PG&E Shutdown (to be confirmed)	10	06-Feb-14	20-Feb-14																																								
EGR-60	Make Connections from New Gear to Old Gear	5	21-Feb-14	27-Feb-14																																								
EGR-70	IOR Inspection of New Service	1	28-Feb-14	28-Feb-14																																								
EGR-80	PG&E Energize New Gear and move meter	1	06-Mar-14	08-Mar-14																																								



◆ Milestone ■ Remaining Work — Summary
 ■ Actual Work ■ Critical Remaining Work



Activity ID	Activity Name	Original Duration	Start	Finish	2013	2014	2015	
					S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D			
45100 - Interconnection								
45100-20	Test & Terminate AC Wires	2	30-Jan-14	03-Feb-14				Test & Terminate AC Wires
45100-30	Test & Terminate String Wires	2	17-Mar-14	18-Mar-14				Test & Terminate String Wires
45100-10	Electrical Tie-In	5	19-Mar-14	25-Mar-14				Electrical Tie-In
45110 - SCADA								
45110-10	Install DAS, MET & Performance Monitoring	3	10-Mar-14	12-Mar-14				Instal DAS, MET & Performance Monitoring
11000 - Commissioning								
51000 - Commissioning								
51000-30	IOR Electrical Acceptance Letter Issued	0	25-Mar-14	18-Jun-14				IOR Electrical Acceptance Letter Issued
51000-100	Start - Up PV System (Inverter Testing)/Trimark Meter Install/Commissioning	2	26-Mar-14	27-Mar-14				Start - Up PV System (Inverter Testing)/Trimark Meter Install/Co
51000-110	DSA Closeout	60	26-Mar-14	18-Jun-14				DSA Closeout
51000-20	Utility Inspection	1	03-Apr-14	03-Apr-14				Utility Inspection
51000-50	Utility Permission/Approval (PV System Substantially Complete)	0	03-Apr-14	03-Apr-14				Utility Permission/Approval (PV System Substantially Complete)
51000-80	Customer Training	1	04-Apr-14	04-Apr-14				Customer Training
51000-90	Close-out Documentation	20	07-Apr-14	02-May-14				Close-out Documentation
11081 - Havenscourt MS (133 kwp) - RMR								
Project Milestones								
M0100	Project Start	0	18-Sep-12		Project Start			Project Start
M0200	Design Start	0	24-Sep-12		Design Start			Design Start
M0300	Design Finish	0		02-May-13	Design Finish			Design Finish
M0400	Construction Start	0	02-Jan-14*		Construction Start			Construction Start
M1200	PV Install Start	0	12-Feb-14		PV Install Start			PV Install Start
M1000	PV ETA	0	12-Feb-14		PV ETA			PV ETA
M1300	PV Install Finish	0		26-Feb-14	PV Install Finish			PV Install Finish
M1100	PV Final Delivery	0		26-Feb-14	PV Final Delivery			PV Final Delivery
M0500	Construction Finish	0		14-Mar-14	Construction Finish			Construction Finish
M0600	Commissioning Start	0	17-Mar-14		Commissioning Start			Commissioning Start
M0700	Commissioning Finish	0		18-Mar-14	Commissioning Finish			Commissioning Finish
M0900	Substantial Completion	0		25-Mar-14	Substantial Completion			Substantial Completion
M0800	Project Finish	0		09-Jun-14	Project Finish			Project Finish
10000 - Project & Construction Management								
20000 - Design								
20020 - Construction Surveys and Reports								
20020-20	Roof Investigation/Roof Audit/Verify Tie-in/Customer Data Collected	20	12-Oct-12	08-Nov-12	Roof Investigation/Roof Audit/Verify Tie-in/Customer Data Collected			Roof Investigation/Roof Audit/Verify Tie-in/Customer Data Collected
20030 - System Design								
20030-10	Finalize & Lock Array Layout	8	30-Oct-12	08-Nov-12	Finalize & Lock Array Layout			Finalize & Lock Array Layout
20060 - Design								
20060-20	Prepare Initial Design	30	30-Oct-12	12-Dec-12	Prepare Initial Design			Prepare Initial Design
20060-30	Original Schematic Design Approved by District (NTP for Full Design)	0		12-Dec-12	Original Schematic Design Approved by District (NTP for Full Design)			Original Schematic Design Approved by District (NTP for Full Design)
20060-40	Release Initial BOM (Mechanical)	5	13-Dec-12	19-Dec-12	Release Initial BOM (Mechanical)			Release Initial BOM (Mechanical)
TIA-10	District Delay In Approval of NTP for Full Design & Construction	33	13-Dec-12	01-Feb-13	District Delay In Approval of NTP for Full Design & Construction			District Delay In Approval of NTP for Full Design & Construction
20060-60	Schematic Design Approved by District (NTP for Full Design)	0		01-Feb-13	Schematic Design Approved by District (NTP for Full Design)			Schematic Design Approved by District (NTP for Full Design)
20060-70	75% Design Development	48	04-Feb-13	11-Apr-13	75% Design Development			75% Design Development

◆ Milestone
 ◆ Actual Work
 ◆ Remaining Work
 ◆ Critical Remaining Work
 — Summary



NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 6
TO
AGREEMENT FOR DESIGN AND CONSTRUCTION

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/8/13
By: OS

CASTLEMONT HIGH SCHOOL

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Castlemont HS	443.41	Roof/Parking	641,985

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE), adjusted for an NTP issued as of the date of this Addendum.** All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

CASTLEMONT HIGH SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Castlemont HS	\$2,388,260	\$0	\$25,382	\$2,413,642

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Castlemont HS	\$7,743	\$273,205	\$2,347	\$82,829	\$356,034

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values		
Castlemont HS	\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)	\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)	\$ -	0.0%
Construction		
NTP	\$ 52,542	2.2%
Payment & Performance Bonds	\$ 28,659	1.2%
Mobilization, Site Demolition	\$ 71,648	3.0%
Proj. Mgmt, Constr. Mgmt, Admin	\$ 169,566	7.0%
PV Equipment Procurement	\$ 616,171	25.5%
Inverters	\$ 140,907	5.8%
Racking / Structural Steel Procurement	\$ 210,167	8.7%
PV & Electrical Install	\$ 759,467	31.5%
Fencing	\$ 14,330	0.6%
Trenching	\$ 23,883	1.0%
Roof Stanchions / Supports	\$ 57,318	2.4%
Equipment Pad installation, Asphalt, Concrete	\$ 38,212	1.6%
Warranties	\$ 97,919	4.1%
Commissioning	\$ 11,941	0.5%
Punch List / Final Acceptance	\$ 62,095	2.6%
Inspections & Gear Certification	\$ 23,883	1.0%
Permit Allowance	\$ 9,553	0.4%
Roof Replacement	\$ -	0.0%
Electrical Service Upgrade	\$ 25,382	1.1%
Construction Subtotal	\$ 2,413,642	100.0%
TOTAL	\$ 2,413,642	

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

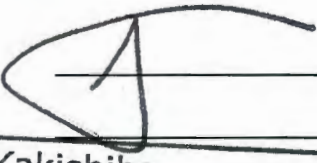
- Castlemont - 11078_1_ISSUE-FOR-DSA_6-26-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

Date: Nov. 7, 2013

By: 


Print Name: David Kakishiba
Print Title: President, Board of Education



Gary Yee, Ed.D.
Secretary, Board of Education


SunPower Corporation, Systems

Date: NOVEMBER 6, 2013

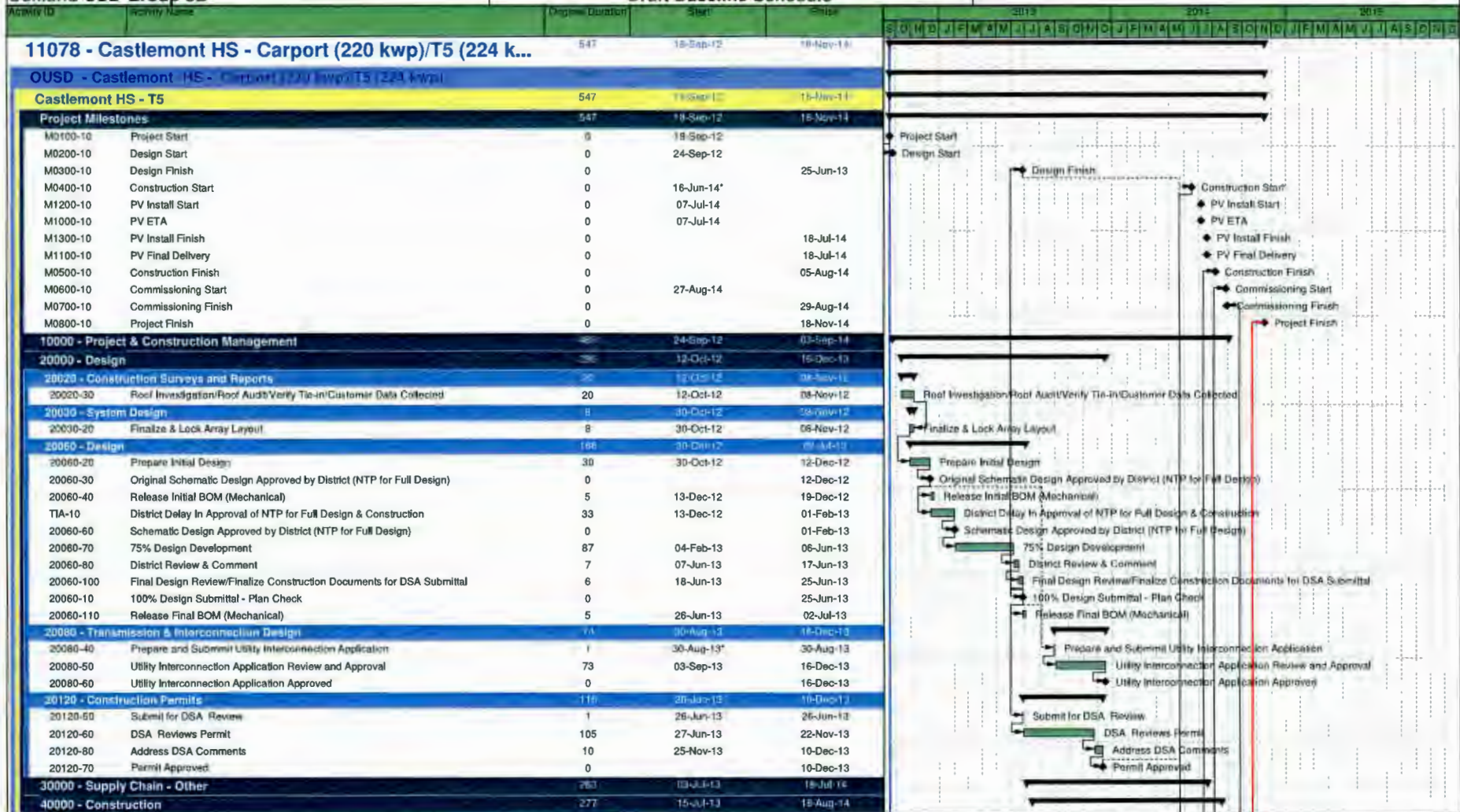
By: 

Print Name: Jeffrey Dasovich

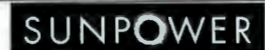
Print Title: VP U&C AMERICAS SALES

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: 

ATTACHMENT "1"
BASELINE SCHEDULE



◆ Milestone
 ■ Remaining Work
 ■ Actual Work
 ▶ Summary
 ■ Critical Remaining Work



Oakland USD Group 3B

Draft Baseline Schedule

13-Sep-13 15:18

Activity ID	Activity Name	Original Duration	Start	Finish	2013	2014	2015
					S O N D	J F M A M J J A S O N D	J F M A M J J A S O N D
M0400	Construction Start	0	16-Jun-14*				
M1000	PV ETA	0	08-Aug-14				
M1200	PV Install Start	0	08-Aug-14				
M1100	PV Final Delivery	0		18-Aug-14			
M1300	PV Install Finish	0		18-Aug-14			
M0500	Construction Finish	0		21-Aug-14			
M0600	Commissioning Start	0	25-Aug-14				
M0700	Commissioning Finish	0		29-Aug-14			
M0900	Substantial Completion	0		03-Sep-14			
M0800	Project Finish	0		18-Nov-14			
10000	Project & Construction Management	489	24-Sep-12	03-Sep-14	[Gantt bars for 2013-2015]		
20000	Design	309	24-Sep-12	16-Dec-13	[Gantt bars for 2013-2015]		
20020	Construction Surveys and Reports	34	24-Sep-12	08-Nov-12	[Gantt bars for 2013-2015]		
20020-20	Site Investigation/Geotech Report/Site Survey/Pier Load Testing	34	24-Sep-12	08-Nov-12	[Gantt bars for 2013-2015]		
20030	System Design	81	30-Oct-12	08-Nov-12	[Gantt bars for 2013-2015]		
20030-10	Optimize Array Layout	8	30-Oct-12	08-Nov-12	[Gantt bars for 2013-2015]		
20040	Civil Design	168	30-Oct-12	02-Jul-13	[Gantt bars for 2013-2015]		
20040-80	Prepare Initial Design	30	30-Oct-12	12-Dec-12	[Gantt bars for 2013-2015]		
20040-70	Original Schematic Design Approved by District (NTP for Full Design)	0		12-Dec-12	[Gantt bars for 2013-2015]		
20040-60	Release Initial BOM (Mechanical)	5		13-Dec-12	[Gantt bars for 2013-2015]		
20040-50	District Delay In Approval of NTP for Full Design & Construction	33		13-Dec-12	[Gantt bars for 2013-2015]		
20040-40	Schematic Design Approved by District (NTP for Full Design)	0		01-Feb-13	[Gantt bars for 2013-2015]		
20040-30	75% Design Development	87		04-Feb-13	[Gantt bars for 2013-2015]		
20040-20	District Review & Comment	7		07-Jun-13	[Gantt bars for 2013-2015]		
20040-10	Final Design Review/Finalize Construction Documents for DSA Submittal	6		18-Jun-13	[Gantt bars for 2013-2015]		
20040-150	100% Design Submittal - Plan Check	0		25-Jun-13	[Gantt bars for 2013-2015]		
20040-130	Release Final BOM (Mechanical)	5		26-Jun-13	[Gantt bars for 2013-2015]		
20080	Transmission & Interconnection Design	74	30-Aug-13	16-Dec-13	[Gantt bars for 2013-2015]		
20080-10	Prepare and Submit Utility Interconnection Application	1	30-Aug-13*	30-Aug-13	[Gantt bars for 2013-2015]		
20080-20	Utility Interconnection Application Review and Approval	73	03-Sep-13	16-Dec-13	[Gantt bars for 2013-2015]		
20080-30	Utility Interconnection Application Approved	0		16-Dec-13	[Gantt bars for 2013-2015]		
20120	Construction Permits	116	26-Jun-13	10-Dec-13	[Gantt bars for 2013-2015]		
20120-10	Submit for Building Permit/Zoning Review	1	26-Jun-13	25-Jun-13	[Gantt bars for 2013-2015]		
20120-20	Agency Reviews Building Permit	105	27-Jun-13	22-Nov-13	[Gantt bars for 2013-2015]		
20120-30	Address Agency's Comments Permit	10	25-Nov-13	10-Dec-13	[Gantt bars for 2013-2015]		
20120-40	Building Permit Approved	0		10-Dec-13	[Gantt bars for 2013-2015]		
30000	Supply Chain - Other	421	14-Dec-12	18-Aug-14	[Gantt bars for 2013-2015]		
40000	Construction	258	15-Aug-13	29-Aug-14	[Gantt bars for 2013-2015]		
41000	Temporary Facilities	161	24-Oct-13	16-Jun-14	[Gantt bars for 2013-2015]		
41000-30	NTP for Construction	1	24-Oct-13*	24-Oct-13	[Gantt bars for 2013-2015]		
41000-10	Mobilization/Construction/Safety Meeting	1	16-Jun-14	16-Jun-14	[Gantt bars for 2013-2015]		
42000	Civil Work	220	15-Aug-13	30-Jun-14	[Gantt bars for 2013-2015]		
42010	Surveying	2	17-Jun-14	18-Jun-14	[Gantt bars for 2013-2015]		
42010-10	Site Layout & Survey (Includes Layout Foundation Offsets)	2	17-Jun-14	18-Jun-14	[Gantt bars for 2013-2015]		
42020	Site Demolition	1	15-Aug-13	15-Aug-13	[Gantt bars for 2013-2015]		
42020-10	Tree Removal	1	15-Aug-13*	15-Aug-13	[Gantt bars for 2013-2015]		

◆ Milestone ■ Remaining Work — Summary
 ■ Actual Work ■ Critical Remaining Work



EDNA M. BREWER MIDDLE SCHOOL

File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2265
 Enactment Date: 11/6/13
 By: OR

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 7
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION**

EDNA M. BREWER MIDDLE SCHOOL

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Edna M. Brewer MS	156.96	Roof	227,747

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE), adjusted for an NTP issued as of the date of this Addendum**. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

EDNA M. BREWER MIDDLE SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Edna M. Brewer MS	\$1,065,119	\$366,627	\$0	\$1,431,746

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Edna M. Brewer MS	\$5,332	\$188,129	\$1,286	\$45,376	\$233,505

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values			
Edna M. Brewer MS	\$ Value	% of This NTP	
Design Development (NOT PART OF THIS NTP)	\$ -	0.0%	
Detailed Design (NOT PART OF THIS NTP)	\$ -	0.0%	
Construction			
NTP	\$ 23,433	1.6%	
Payment & Performance Bonds	\$ 12,781	0.9%	
Mobilization, Site Demolition	\$ 31,954	2.2%	
Proj. Mgmt, Constr. Mgmt, Admin	\$ 75,623	5.3%	
PV Equipment Procurement	\$ 274,801	19.2%	
Inverters	\$ 62,842	4.4%	
Racking / Structural Steel Procurement	\$ 93,730	6.5%	
PV & Electrical Install	\$ 338,708	23.7%	
Fencing	\$ 6,391	0.4%	
Trenching	\$ 10,651	0.7%	
Roof Stanchions / Supports	\$ 25,563	1.8%	
Equipment Pad installation, Asphalt, Concrete	\$ 17,042	1.2%	
Warranties	\$ 43,670	3.1%	
Commissioning	\$ 5,326	0.4%	
Punch List / Final Acceptance	\$ 27,693	1.9%	
Inspections & Gear Certification	\$ 10,651	0.7%	
Permit Allowance	\$ 4,260	0.3%	
Roof Replacement	\$ 366,627	25.6%	
Electrical Service Upgrade	\$ -	0.0%	
Construction Subtotal	\$ 1,431,746	100.0%	
TOTAL	\$ 1,431,746		

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Edna Brewer - 11080_1_ISSUE-FOR-DSA_5-29-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

SunPower Corporation, Systems

Date: Nov 7, 20 13

Date: NOVEMBER 6, 20 13

By: _____

By: _____

Print Name: _____

Print Name: Jeffrey Dasovich

Print Title: _____

Print Title: VP U&C AMERICAS SALES

David Kakishiba
President, Board of Education

[Handwritten Signature]

Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 132285
Enactment Date: 11/6/13
By: [Signature]

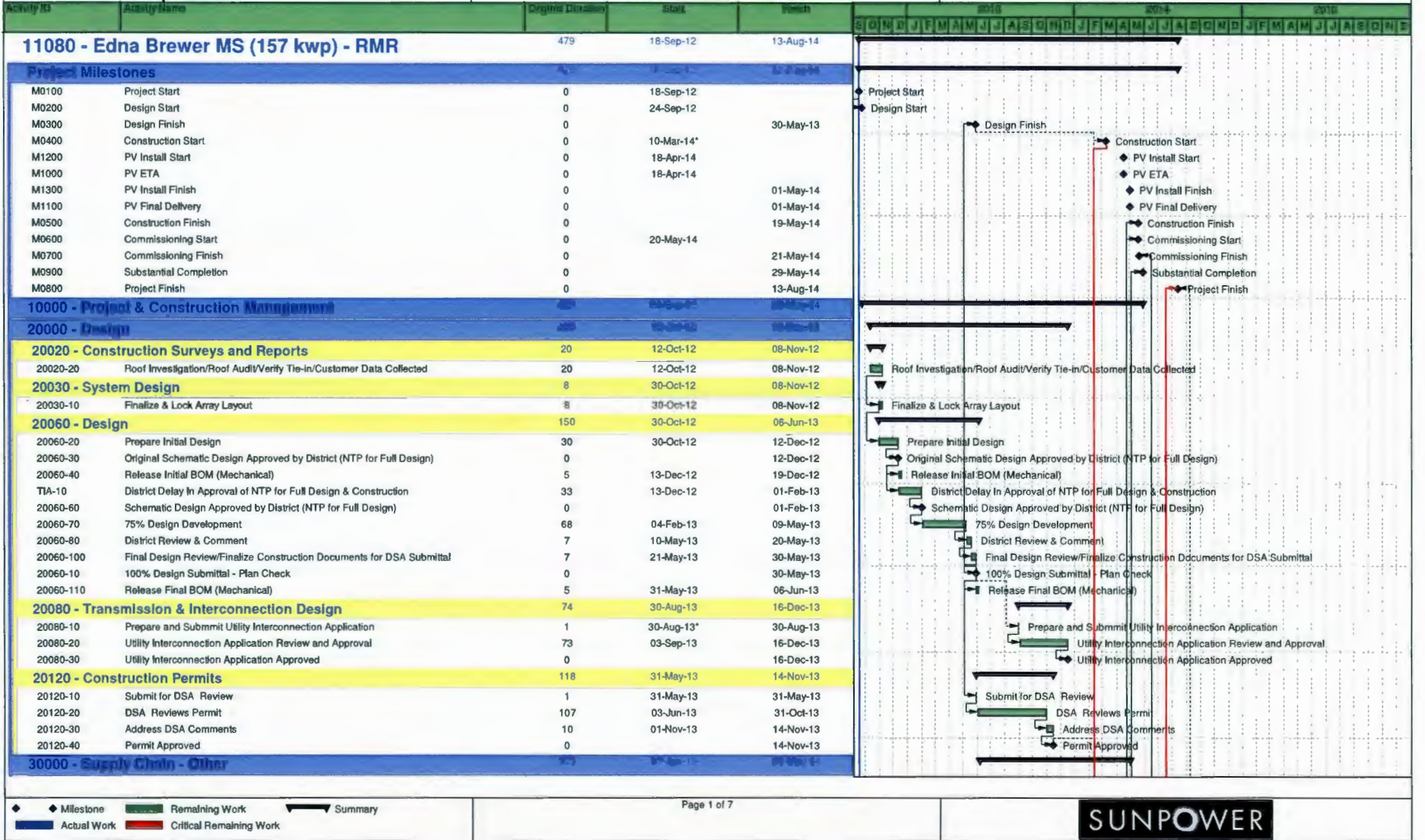
ATTACHMENT "I"
BASELINE SCHEDULE

10

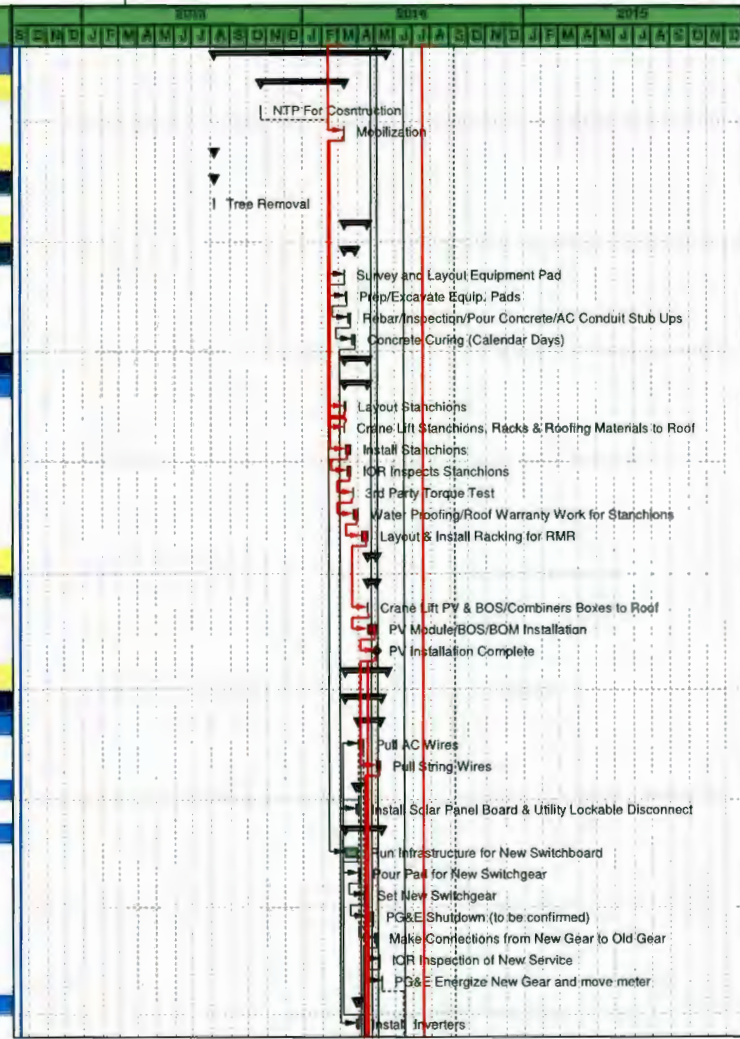
Oakland USD Group 3A

Draft Baseline Schedule

13-Sep-13 15:10



Activity ID	Activity Name	Original Duration	Start	Finish
40000 - Construction				
41000 - Temporary Facilities				
41000-10	NTP For Construction	1	24-Oct-13*	24-Oct-13
41000-20	Mobilization	1	10-Mar-14	10-Mar-14
42000 - Civil Work				
42020 - Site Demolition				
42020-10	Tree Removal	1	07-Aug-13*	07-Aug-13
43000 - Structures				
43400 - Equipment Pad Foundations				
43400-40	Survey and Layout Equipment Pad	2	10-Mar-14	11-Mar-14
43400-10	Prep/Excavate Equip. Pads	3	12-Mar-14	14-Mar-14
43400-20	Rebar/Inspection/Pour Concrete/AC Conduit Stub Ups	5	17-Mar-14	21-Mar-14
43400-30	Concrete Curing (Calendar Days)	7	22-Mar-14	28-Mar-14
43200 - Roof Top				
43210 - Mounting System				
43210-50	Layout Stanchions	2	11-Mar-14	12-Mar-14
43210-70	Crane Lift Stanchions, Racks & Roofing Materials to Roof	1	11-Mar-14	11-Mar-14
43210-10	Install Stanchions	7	13-Mar-14	21-Mar-14
43210-40	IOR Inspects Stanchions	6	14-Mar-14	21-Mar-14
43210-60	3rd Party Torque Test	1	24-Mar-14	24-Mar-14
43210-30	Water Proofing/Roof Warranty Work for Stanchions	7	25-Mar-14	02-Apr-14
43210-20	Layout & Install Racking for RMR	8	08-Apr-14	17-Apr-14
44000 - PV				
44010 - PV Installation				
44010-40	Crane Lift PV & BOS/Combiners Boxes to Roof	1	18-Apr-14	18-Apr-14
44010-50	PV Module/BOS/BOM Installation	10	18-Apr-14	01-May-14
44010-60	PV Installation Complete	0		01-May-14
45000 - Electrical				
45030 - Electrical Equipment				
45031 - Wire				
45031-30	Pull AC Wires	5	02-Apr-14	09-Apr-14
45031-10	Pull String Wires	5	02-May-14	08-May-14
45032 - DC Disconnects				
45032-10	Install Solar Panel Board & Utility Lockable Disconnect	3	28-Mar-14	02-Apr-14
Electrical Gear Replacement				
EGR-10	Run Infrastructure for New Switchboard	15	11-Mar-14	31-Mar-14
EGR-20	Pour Pad for New Switchgear	4	01-Apr-14	04-Apr-14
EGR-30	Set New Switchgear	1	11-Apr-14	11-Apr-14
EGR-50	PG&E Shutdown (to be confirmed)	10	14-Apr-14	25-Apr-14
EGR-60	Make Connections from New Gear to Old Gear	5	28-Apr-14	02-May-14
EGR-70	IOR Inspection of New Service	1	05-May-14	05-May-14
EGR-80	PG&E Energize New Gear and move meter	1	09-May-14	09-May-14
45033 - Inverters				
45033-10	Install Inverters	3	28-Mar-14	02-Apr-14



◆ Milestone ■ Remaining Work ▬ Summary
 ■ Actual Work ■ Critical Remaining Work



HAVENSCOURT MIDDLE SCHOOL (ROOTS INT'L)

File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2285
 Enactment Date: 11/6/13
 By: AS

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 8
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION
 HAVENSCOURT MIDDLE SCHOOL (ROOTS INT'L)**

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

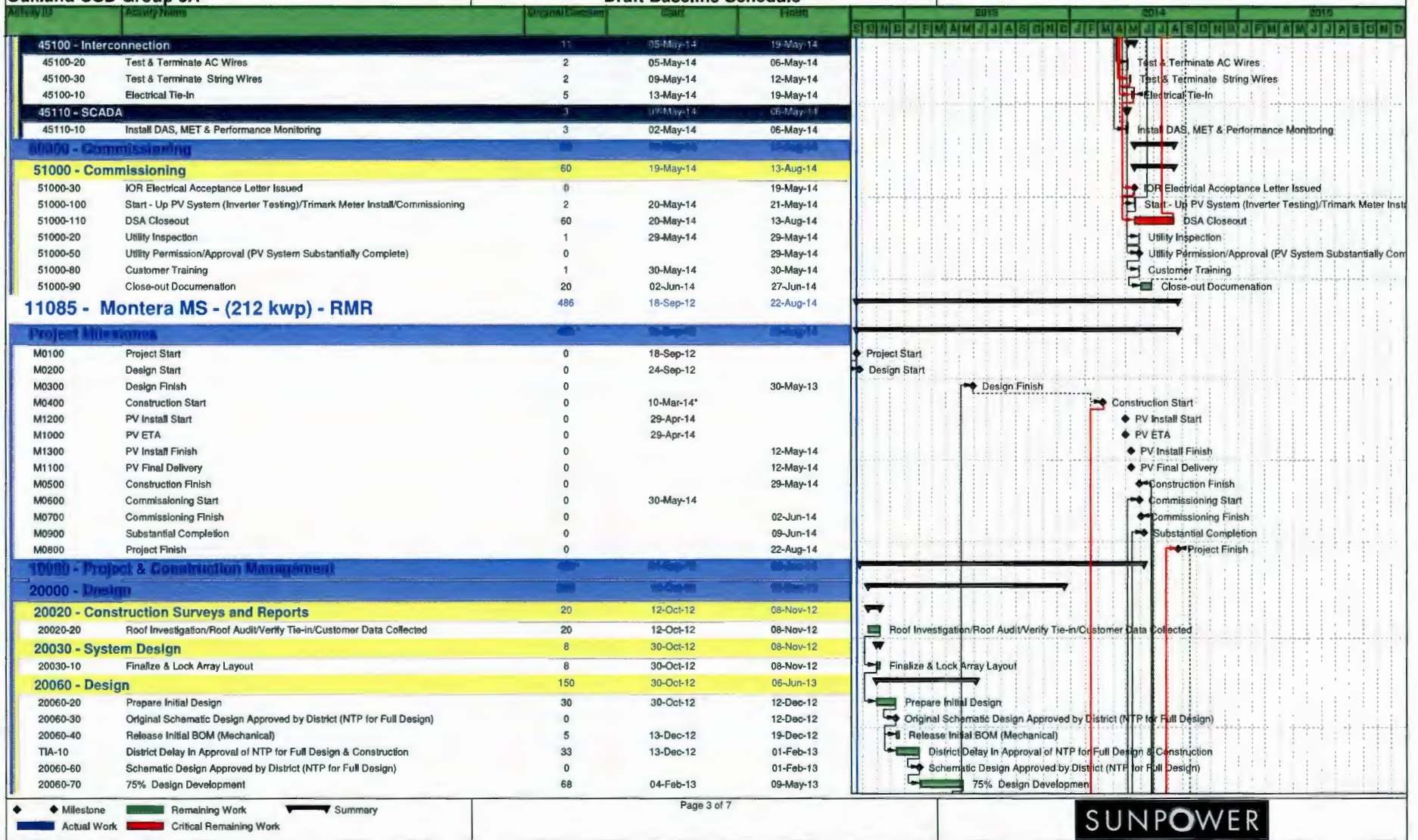
Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Havenscourt MS (Roots Int'l)	133.42	Roof	197,288

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE)**, **adjusted for an NTP issued as of the date of this Addendum**. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:



◆ Milestone ■ Remaining Work ▬ Summary
 ■ Actual Work ■ Critical Remaining Work



HAVENSCOURT MIDDLE SCHOOL (ROOTS INT'L)

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Havenscourt MS (Roots Int'l)	\$760,526	\$288,438	\$10,387	\$1,059,351

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Havenscourt MS (Roots Int'l)	\$5,129	\$180,981	\$973	\$34,335	\$215,316

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values		
Havenscourt MS (Roots Int'l)	\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)	\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)	\$ -	0.0%
Construction		
NTP	\$ 16,732	1.6%
Payment & Performance Bonds	\$ 9,126	0.9%
Mobilization, Site Demolition	\$ 22,816	2.2%
Proj. Mgmt, Constr. Mgmt, Admin	\$ 53,997	5.1%
PV Equipment Procurement	\$ 196,216	18.5%
Inverters	\$ 44,871	4.2%
Racking / Structural Steel Procurement	\$ 66,926	6.3%
PV & Electrical Install	\$ 241,847	22.8%
Fencing	\$ 4,563	0.4%
Trenching	\$ 7,605	0.7%
Roof Stanchions / Supports	\$ 18,253	1.7%
Equipment Pad installation, Asphalt, Concrete	\$ 12,168	1.1%
Warranties	\$ 31,182	2.9%
Commissioning	\$ 3,803	0.4%
Punch List / Final Acceptance	\$ 19,774	1.9%
Inspections & Gear Certification	\$ 7,605	0.7%
Permit Allowance	\$ 3,042	0.3%
Roof Replacement	\$ 288,438	27.2%
Electrical Service Upgrade	\$ 10,387	1.0%
Construction Subtotal	\$ 1,059,351	100.0%
TOTAL	\$ 1,059,351	

HAVENSCOURT MIDDLE SCHOOL (ROOTS INT'L)

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Havenscourt - 11081_1_ISSUE-FOR-DSA_5-3-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

Date: Nov. 7, 20 13

By: 

David Kakishiba

President, Board of Education

Print Title: _____

SunPower Corporation, Systems

Date: NOVEMBER 6, 20 13

By: 

Print Name: **Jeffrey Dasovich**

Print Title: **VP U&C AMERICAS SALES**

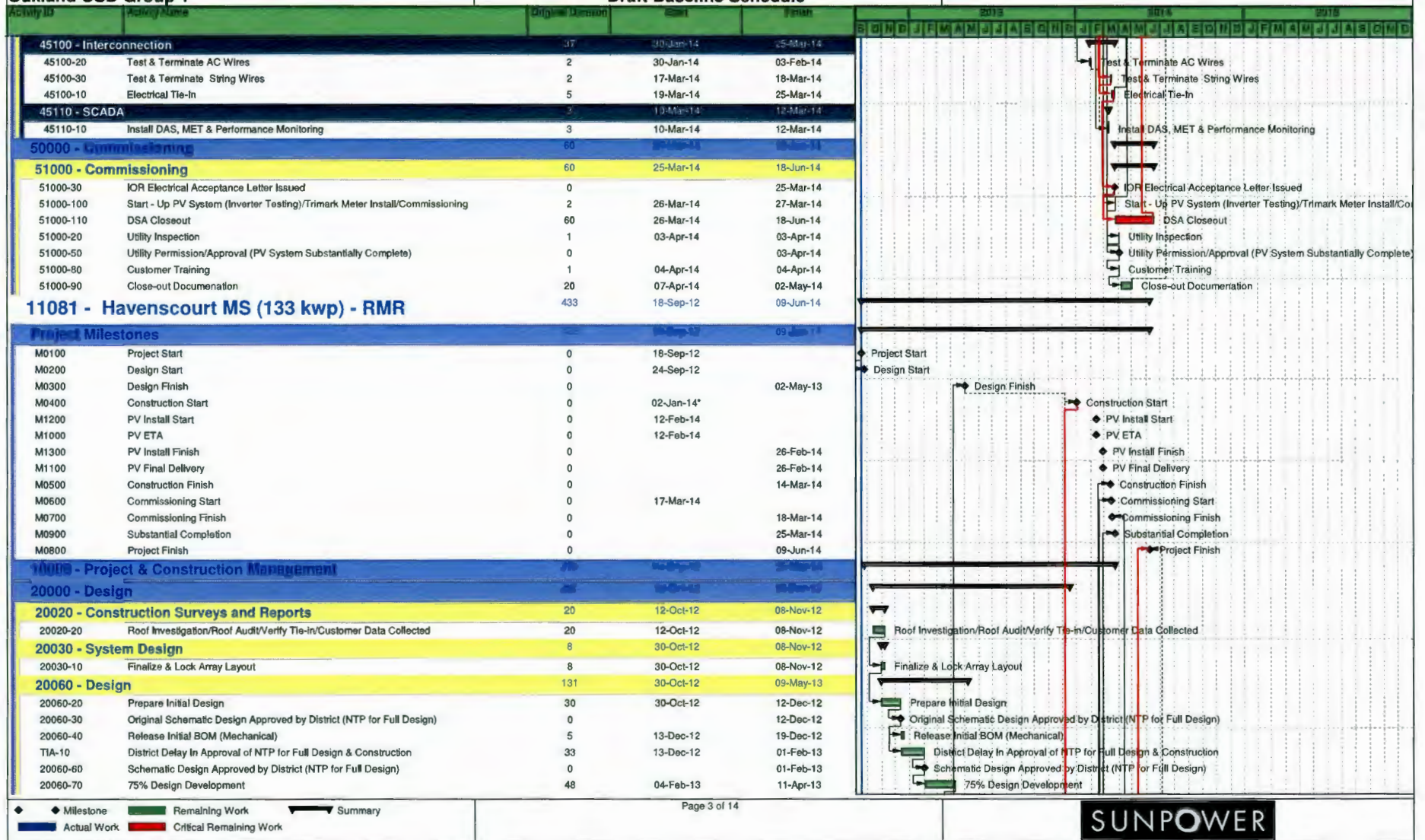


Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2285
Enactment Date: 11/6/13
By: o/y

HAVENSCOURT MIDDLE SCHOOL (ROOTS INT'L)

ATTACHMENT "1"
BASELINE SCHEDULE



File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2285
 Enactment Date: 11/6/13
 By: OK

KING ESTATES MIDDLE SCHOOL (RUDSDALE CONTINUATION)

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 9
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION**

KING ESTATES MIDDLE SCHOOL (RUDSDALE CONTINUATION)

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
King Estates MS (Rudsdale Continuation)	89.93	Roof	132,910

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE)**, **adjusted for an NTP issued as of the date of this Addendum**. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

KING ESTATES MIDDLE SCHOOL (RUDSDALE CONTINUATION)

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
King Estates MS (Rudsdale Continuation)	\$575,661	\$22,785	\$0	\$598,447

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
King Estates MS (Rudsdale Continuation)	\$4,335	\$152,979	\$775	\$27,341	\$180,320

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values			
King Estates MS (Rudsdale Continuation)	\$ Value	% of This NTP	
Design Development (NOT PART OF THIS NTP)	\$ -	0.0%	
Detailed Design (NOT PART OF THIS NTP)	\$ -	0.0%	
Construction			
NTP	\$ 12,665	2.1%	
Payment & Performance Bonds	\$ 6,908	1.2%	
Mobilization, Site Demolition	\$ 17,270	2.9%	
Proj. Mgmt, Constr. Mgmt, Admin	\$ 40,872	6.8%	
PV Equipment Procurement	\$ 148,521	24.8%	
Inverters	\$ 33,964	5.7%	
Racking / Structural Steel Procurement	\$ 50,658	8.5%	
PV & Electrical Install	\$ 183,060	30.6%	
Fencing	\$ 3,454	0.6%	
Trenching	\$ 5,757	1.0%	
Roof Stanchions / Supports	\$ 13,816	2.3%	
Equipment Pad installation, Asphalt, Concrete	\$ 9,211	1.5%	
Warranties	\$ 23,602	3.9%	
Commissioning	\$ 2,878	0.5%	
Punch List / Final Acceptance	\$ 14,967	2.5%	
Inspections & Gear Certification	\$ 5,757	1.0%	
Permit Allowance	\$ 2,303	0.4%	
Roof Replacement	\$ 22,785	3.8%	
Electrical Service Upgrade	\$ -	0.0%	
Construction Subtotal	\$ 598,447	100.0%	
TOTAL	\$ 598,447		

KING ESTATES MIDDLE SCHOOL (RUDSDALE CONTINUATION)

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- King Estates - 11082_1_ISSUE-FOR-DSA_5-3-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

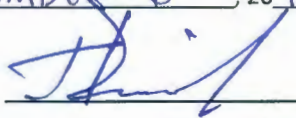
Oakland Unified School District

SunPower Corporation, Systems

Date: Nov. 7, 2013

Date: NOVEMBER 6, 2013

By: 
Print Name: _____


By: 
Print Name: Jeffrey Dasovich

Print Title: _____
David Kakishiba
President, Board of Education

Print Title: VP U&C AMERICAS SALES



Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: 

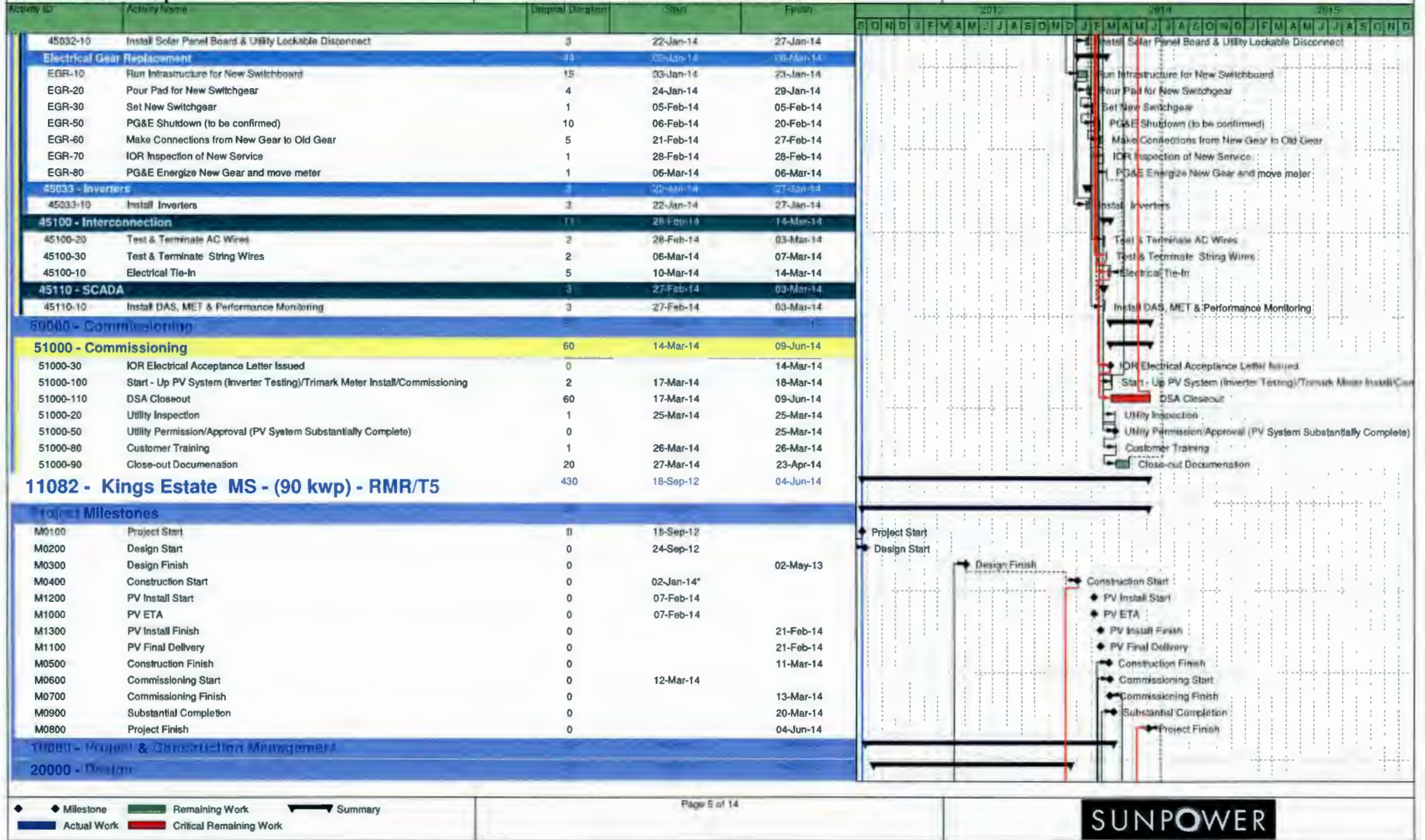
KING ESTATES MIDDLE SCHOOL (RUDSDALE CONTINUATION)

ATTACHMENT "1"
BASELINE SCHEDULE

Oakland USD Group 1

Draft Baseline Schedule

13-Sep-13 14:55



Oakland USD Group 1

Draft Baseline Schedule

13-Sep-13 14:59

Activity ID	Activity Name	Original Duration	Start	Finish	2013	2014	2015
					S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D		
20020 - Construction Surveys and Reports							
20020-20	Roof Investigation/Roof Audit/Verify Tie-in/Customer Data Collected	20	12-Oct-12	08-Nov-12	Roof Investigation/Roof Audit/Verify Tie-in/Customer Data Collected		
20030 - System Design							
20030-10	Finalize & Lock Array Layout	8	30-Oct-12	08-Nov-12	Finalize & Lock Array Layout		
20060 - Design							
20060-20	Prepare Initial Design	30	30-Oct-12	12-Dec-12	Prepare Initial Design		
20060-30	Original Schematic Design Approved by District (NTP for Full Design)	0		12-Dec-12	Original Schematic Design Approved by District (NTP for Full Design)		
20060-40	Release Initial BOM (Mechanical)	5	13-Dec-12	19-Dec-12	Release Initial BOM (Mechanical)		
TIA-10	District Delay In Approval of NTP for Full Design & Construction	33	13-Dec-12	01-Feb-13	District Delay In Approval of NTP for Full Design & Construction		
20060-60	Schematic Design Approved by District (NTP for Full Design)	0		01-Feb-13	Schematic Design Approved by District (NTP for Full Design)		
20060-70	75% Design Development	48	04-Feb-13	11-Apr-13	75% Design Development		
20060-80	District Review & Comment	5	12-Apr-13	18-Apr-13	District Review & Comment		
20060-100	Final Design Review/Finalize Construction Documents for DSA Submittal	10	19-Apr-13	02-May-13	Final Design Review/Finalize Construction Documents for DSA Submittal		
20060-10	100% Design Submittal - Plan Check	0		02-May-13	100% Design Submittal - Plan Check		
20060-110	Release Final BOM (Mechanical)	5	03-May-13	09-May-13	Release Final BOM (Mechanical)		
20080 - Transmission & Interconnection Design							
20080-10	Prepare and Submit Utility Interconnection Application	1	30-Aug-13*	30-Aug-13	Prepare and Submit Utility Interconnection Application		
20080-20	Utility Interconnection Application Review and Approval	73	03-Sep-13	16-Dec-13	Utility Interconnection Application Review and Approval		
20080-30	Utility Interconnection Application Approved	0		16-Dec-13	Utility Interconnection Application Approved		
20120 - Construction Permits							
20120-10	Submit for DSA Review	1	03-May-13	03-May-13	Submit for DSA Review		
20120-20	DSA Reviews Permit	86	06-May-13	05-Sep-13	DSA Reviews Permit		
20120-30	Address DSA Comments	10	06-Sep-13	19-Sep-13	Address DSA Comments		
20120-40	Permit Approved	0		19-Sep-13	Permit Approved		
30000 - Supply Chain - Other							
40000 - Construction							
41000 - Temporary Facilities							
41000-20	NTP for Construction	1	24-Oct-13*	24-Oct-13	NTP for Construction		
41000-10	Mobilization	1	02-Jan-14	02-Jan-14	Mobilization		
43000 - Structures							
43400 - Equipment Pad Foundations							
43400-40	Survey and Layout Equipment Pad	2	02-Jan-14	03-Jan-14	Survey and Layout Equipment Pad		
43400-10	Prep/Excavate Pads	3	06-Jan-14	08-Jan-14	Prep/Excavate Pads		
43400-20	Rebar/Inspection/Pour Concrete/AC Conduit Stub Ups	5	09-Jan-14	15-Jan-14	Rebar/Inspection/Pour Concrete/AC Conduit Stub Ups		
43400-30	Concrete Curing (Calendar Days)	7	16-Jan-14	22-Jan-14	Concrete Curing (Calendar Days)		
43200 - Roof Top							
43210 - Mounting System							
43210-50	Layout Stanchions	2	03-Jan-14	06-Jan-14	Layout Stanchions		
43210-70	Crane Lift Stanchions, Racks & Roofing Materials to Roof	1	03-Jan-14	03-Jan-14	Crane Lift Stanchions, Racks & Roofing Materials to Roof		
43210-10	Install Stanchions	5	07-Jan-14	13-Jan-14	Install Stanchions		
43210-40	IOR Inspects Stanchions	4	08-Jan-14	13-Jan-14	IOR Inspects Stanchions		
43210-60	3rd Party Torque Test	1	14-Jan-14	14-Jan-14	3rd Party Torque Test		
43210-30	Water Proofing/Roof Warranty Work for Stanchions	7	15-Jan-14	23-Jan-14	Water Proofing/Roof Warranty Work for Stanchions		
43210-20	Layout & Install Racking for RMR	7	29-Jan-14	06-Feb-14	Layout & Install Racking for RMR		

◆ Milestone ■ Remaining Work ◀ Summary
 ■ Actual Work ■ Critical Remaining Work



File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2385
 Enactment Date: 11/6/13
 By: O.S.

LOWELL MIDDLE SCHOOL (WEST OAKLAND MIDDLE SCHOOL)

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 10
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION**

LOWELL MIDDLE SCHOOL (WEST OAKLAND MIDDLE SCHOOL)

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

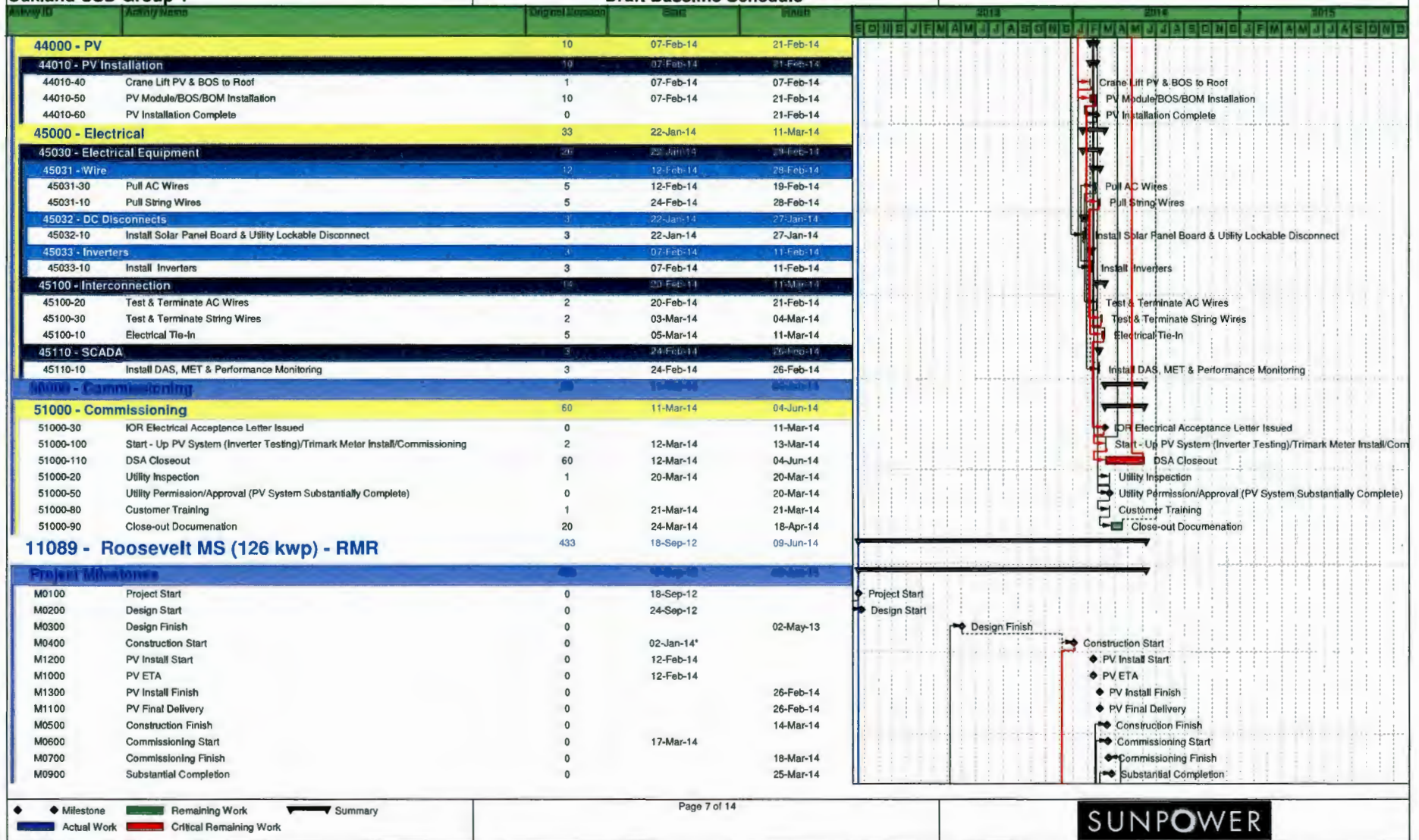
Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Lowell MS (West Oakland MS)	172.66	Roof	250,180

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE), adjusted for an NTP issued as of the date of this Addendum**. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:



LOWELL MIDDLE SCHOOL (WEST OAKLAND MIDDLE SCHOOL)

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Lowell MS (West Oakland MS)	\$914,648	\$337,098	\$0	\$1,251,746

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Lowell MS (West Oakland MS)	\$5,092	\$179,685	\$1,149	\$40,546	\$220,231

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values			
Lowell MS (West Oakland MS)		\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)	\$	-	0.0%
Detailed Design (NOT PART OF THIS NTP)	\$	-	0.0%
Construction			
NTP	\$	20,122	1.6%
Payment & Performance Bonds	\$	10,976	0.9%
Mobilization, Site Demolition	\$	27,439	2.2%
Proj. Mgmt, Constr. Mgmt, Admin	\$	64,940	5.2%
PV Equipment Procurement	\$	235,979	18.9%
Inverters	\$	53,964	4.3%
Racking / Structural Steel Procurement	\$	80,489	6.4%
PV & Electrical Install	\$	290,858	23.2%
Fencing	\$	5,488	0.4%
Trenching	\$	9,146	0.7%
Roof Stanchions / Supports	\$	21,952	1.8%
Equipment Pad installation, Asphalt, Concrete	\$	14,634	1.2%
Warranties	\$	37,501	3.0%
Commissioning	\$	4,573	0.4%
Punch List / Final Acceptance	\$	23,781	1.9%
Inspections & Gear Certification	\$	9,146	0.7%
Permit Allowance	\$	3,659	0.3%
Roof Replacement	\$	337,098	26.9%
Electrical Service Upgrade	\$	-	0.0%
Construction Subtotal	\$	1,251,746	100.0%
TOTAL	\$	1,251,746	

LOWELL MIDDLE SCHOOL (WEST OAKLAND MIDDLE SCHOOL)

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Lowell - 11083_1_ISSUE-FOR-DSA_5-14-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

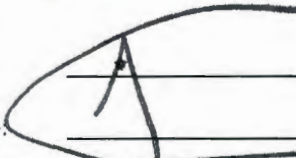
IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

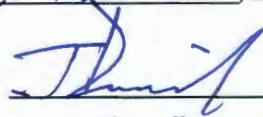
Oakland Unified School District

SunPower Corporation, Systems

Date: Nov. 7, 20 13

Date: NOVEMBER 6, 20 13

By: 

By: 

Print Name: _____

Print Name: Jeffrey Dasovich

Print Title: David Kakishiba
President, Board of Education

Print Title: VP U&C AMERICAS SALES



Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2283
Enactment Date: 11/6/13
By: ojs

LOWELL MIDDLE SCHOOL (WEST OAKLAND MIDDLE SCHOOL)

ATTACHMENT "1"
BASELINE SCHEDULE



◆ Milestone
 Remaining Work
 Summary
 Actual Work
 Critical Remaining Work

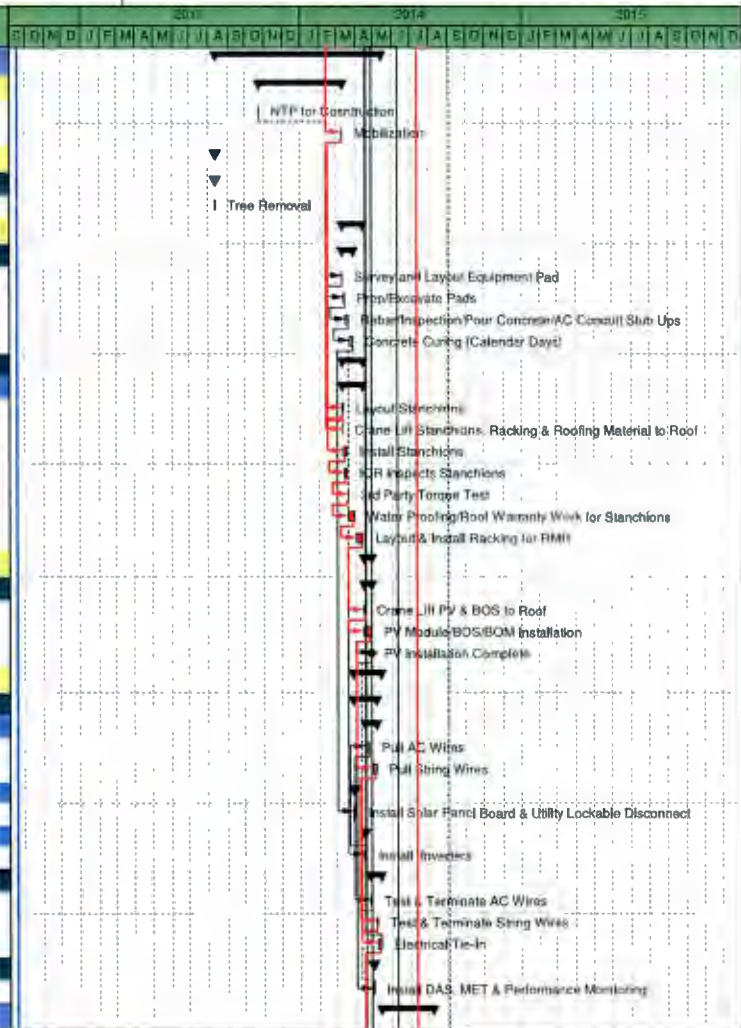


Oakland USD Group 2

Draft Baseline Schedule

13-Sep-13 15:04

Activity	Activity Name	Original Duration	Start	Finish
40000 - Construction				
41000 - Temporary Facilities				
41000-20	NTP for Construction	1	24-Oct-13*	24-Oct-13
41000-10	Mobilization	1	10-Mar-14	10-Mar-14
42000 - Civil Work				
42020 - Site Demolition				
42020-10	Tree Removal	1	13-Aug-13*	13-Aug-13
43000 - Structures				
43400 - Equipment Pad Foundations				
43400-40	Survey and Layout Equipment Pad	2	10-Mar-14	11-Mar-14
43400-10	Prep/Excavate Pads	3	12-Mar-14	14-Mar-14
43400-20	Rebar/Inspection/Pour Concrete/AC Conduit Stub Ups	5	17-Mar-14	21-Mar-14
43400-30	Concrete Curing (Calendar Days)	7	22-Mar-14	28-Mar-14
43200 - Roof Top				
43210 - Mounting System				
43210-50	Layout Stanchions	2	11-Mar-14	12-Mar-14
43210-70	Crane Lift Stanchions, Racking & Roofing Material to Roof	1	11-Mar-14	11-Mar-14
43210-10	Install Stanchions	5	13-Mar-14	19-Mar-14
43210-40	IOR Inspects Stanchions	4	14-Mar-14	19-Mar-14
43210-60	3rd Party Torque Test	1	20-Mar-14	20-Mar-14
43210-30	Water Proofing/Roof Warranty Work for Stanchions	7	21-Mar-14	31-Mar-14
43210-20	Layout & Install Racking for RMR	7	04-Apr-14	14-Apr-14
44000 - PV				
44010 - PV Installation				
44010-40	Crane Lift PV & BOS to Roof	5	15-Apr-14	15-Apr-14
44010-50	PV Module/BOS/BOM Installation	10	15-Apr-14	28-Apr-14
44010-60	PV Installation Complete	0		28-Apr-14
45000 - Electrical				
45030 - Electrical Equipment				
45031 - Wire				
45031-30	Pull AC Wires	5	18-Apr-14	24-Apr-14
45031-10	Pull String Wires	5	29-Apr-14	05-May-14
45032 - DC Disconnects				
45032-10	Install Solar Panel Board & Utility Lockable Disconnect	3	28-Mar-14	02-Apr-14
45033 - Inverters				
45033-10	Install Inverters	3	15-Apr-14	17-Apr-14
45100 - Interconnection				
45100-20	Test & Terminate AC Wires	2	25-Apr-14	28-Apr-14
45100-30	Test & Terminate String Wires	2	06-May-14	07-May-14
45100-10	Electrical Tie-In	5	08-May-14	14-May-14
45110 - SCADA				
45110-10	Install DAS, MET & Performance Monitoring	3	29-Apr-14	01-May-14
50000 - Commissioning				



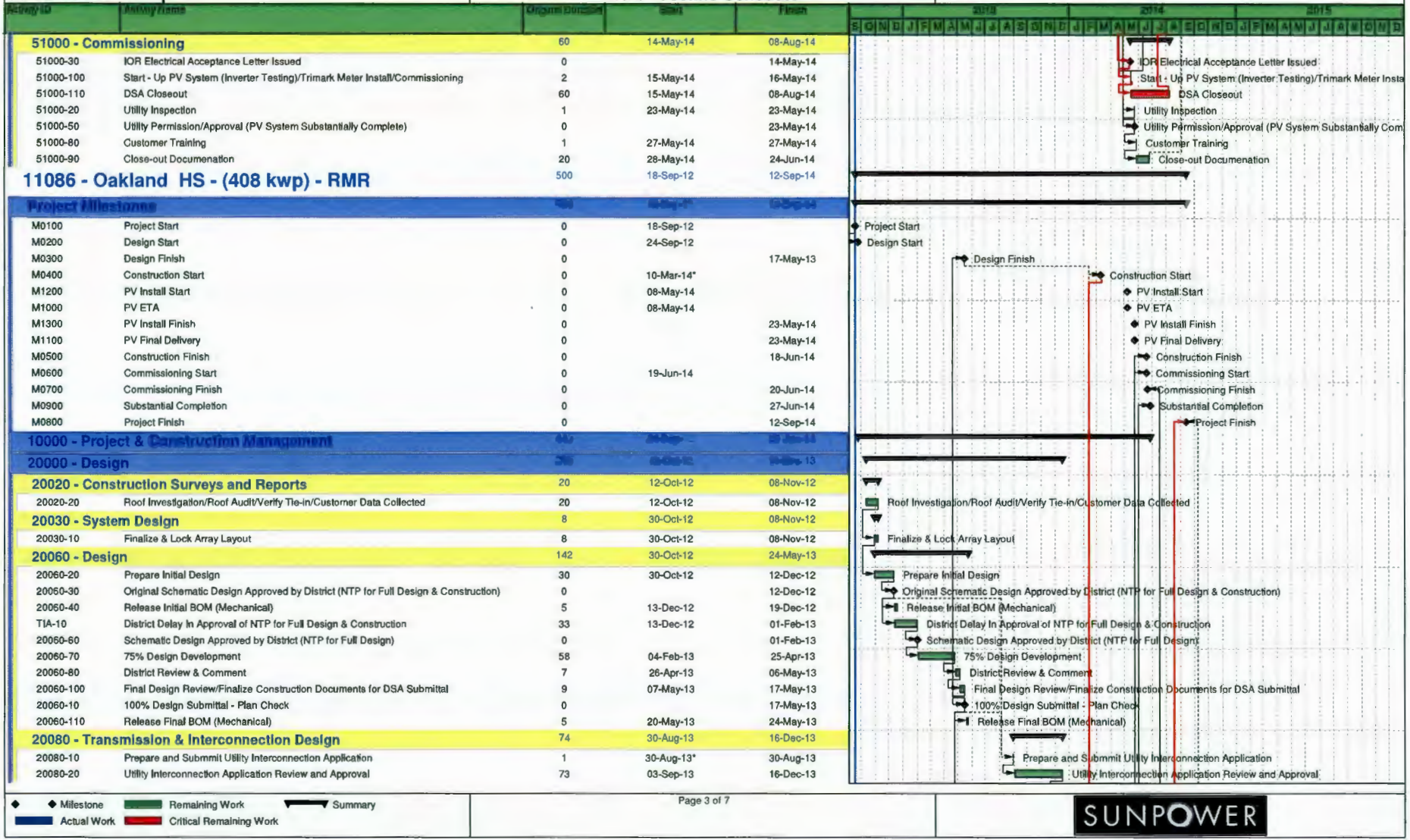
◆ Milestone ■ Remaining Work ▼ Summary
 ■ Actual Work ■ Critical Remaining Work



Oakland USD Group 2

Draft Baseline Schedule

13-Sep-13 15:04



File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2385
 Enactment Date: 11/6/13
 By: OS

McCLYMONDS HIGH SCHOOL

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 11
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION**

McCLYMONDS HIGH SCHOOL

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
McClymonds HS	291.68	Roof	425,293

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE)**, **adjusted for an NTP issued as of the date of this Addendum**. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

McCLYMONDS HIGH SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
McClymonds HS	\$1,494,831	\$520,274	\$29,803	\$2,044,908

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
McClymonds HS	\$6,036	\$212,982	\$1,657	\$58,465	\$271,447

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values			
McClymonds HS		\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)		\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)		\$ -	0.0%
Construction			
NTP		\$ 32,886	1.6%
Payment & Performance Bonds		\$ 17,938	0.9%
Mobilization, Site Demolition		\$ 44,845	2.2%
Proj. Mgmt, Constr. Mgmt, Admin		\$ 106,133	5.2%
PV Equipment Procurement		\$ 385,666	18.9%
Inverters		\$ 88,195	4.3%
Racking / Structural Steel Procurement		\$ 131,545	6.4%
PV & Electrical Install		\$ 475,356	23.2%
Fencing		\$ 8,969	0.4%
Trenching		\$ 14,948	0.7%
Roof Stanchions / Supports		\$ 35,876	1.8%
Equipment Pad installation, Asphalt, Concrete		\$ 23,917	1.2%
Warranties		\$ 61,288	3.0%
Commissioning		\$ 7,474	0.4%
Punch List / Final Acceptance		\$ 38,866	1.9%
Inspections & Gear Certification		\$ 14,948	0.7%
Permit Allowance		\$ 5,979	0.3%
Roof Replacement		\$ 520,274	25.4%
Electrical Service Upgrade		\$ 29,803	1.5%
	Construction Subtotal	\$ 2,044,908	100.0%
TOTAL		\$ 2,044,908	

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- McClymonds - 11084_1_ISSUE-FOR-DSA_6-26-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

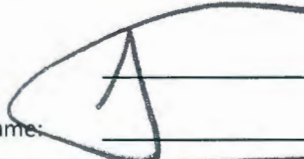
IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

SunPower Corporation, Systems

Date: Nov. 7, 2013

Date: NOVEMBER 6, 2013

By: 
Print Name: _____

By: 
Print Name: Jeffrey Dasovich

David Kakishiba
President, Board of Education

Print Title: VP V&C AMERICAS SALES



Gary Yee, Ed.D.
Secretary, Board of Education

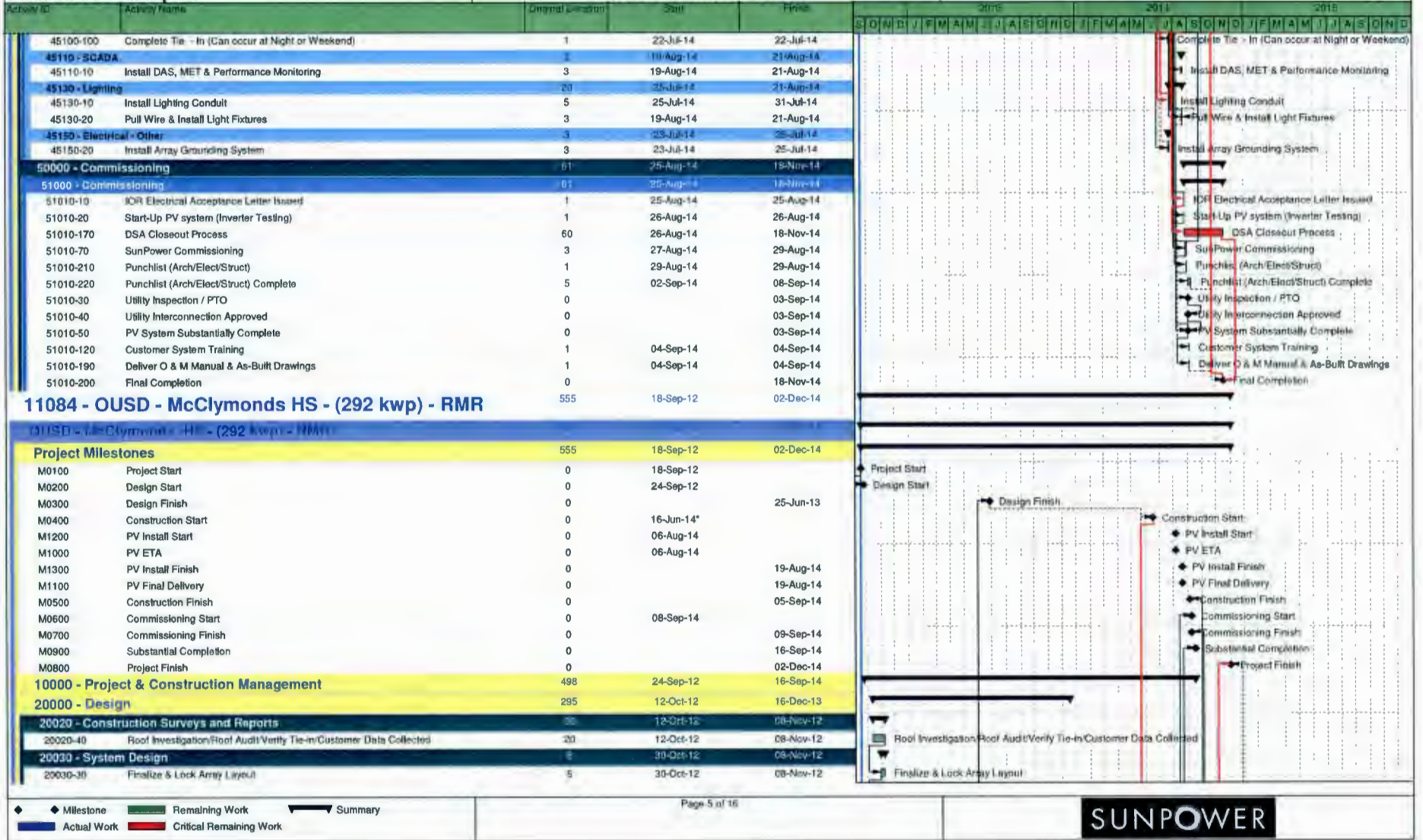
File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13 -
By: O.A.

ATTACHMENT "1"
BASELINE SCHEDULE

Oakland USD Group 3B

Draft Baseline Schedule

13-Sep-13 15:18

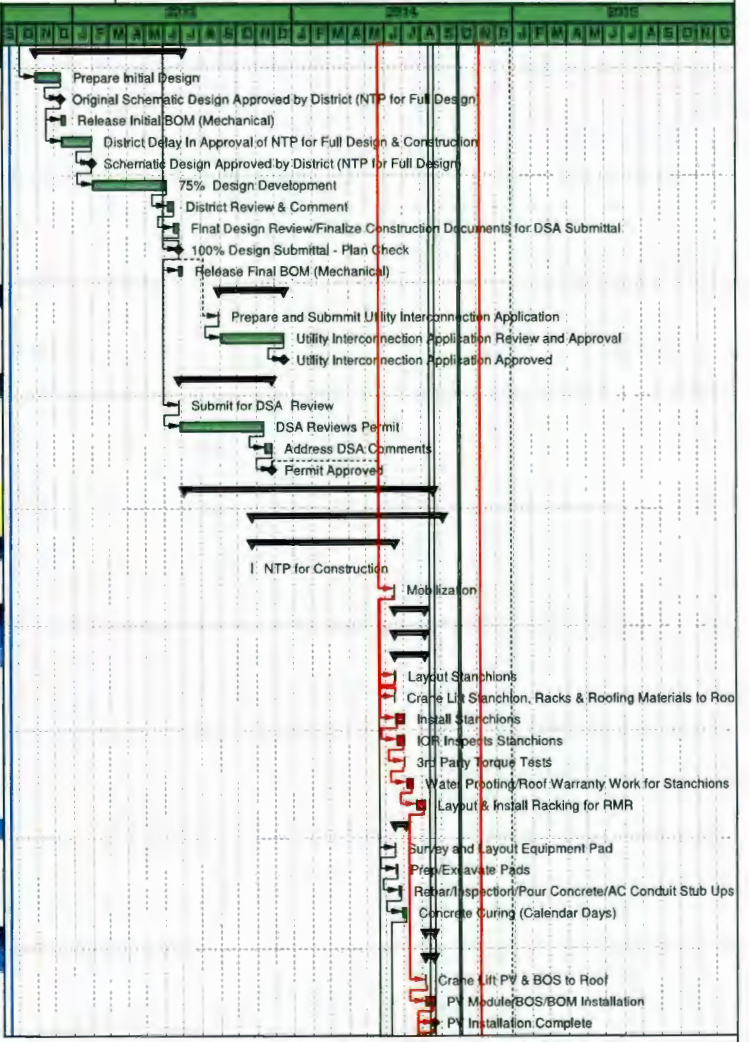


Oakland USD Group 3B

Draft Baseline Schedule

13-Sep-13 15:18

Activity ID	Activity Name	Start	Finish	2013	2014	2015
20060 - Design				16R	30-Oct-12	02-Jul-13
20060-120	Prepare Initial Design	30	30-Oct-12	12-Dec-12		
20060-90	Original Schematic Design Approved by District (NTP for Full Design)	0		12-Dec-12		
20060-50	Release Initial BOM (Mechanical)	5	13-Dec-12	19-Dec-12		
TJA-20	District Delay In Approval of NTP for Full Design & Construction	33	13-Dec-12	01-Feb-13		
20060-170	Schematic Design Approved by District (NTP for Full Design)	0		01-Feb-13		
20060-130	75% Design Development	87	04-Feb-13	06-Jun-13		
20060-190	District Review & Comment	7	07-Jun-13	17-Jun-13		
20060-180	Final Design Review/Finalize Construction Documents for DSA Submittal	6	18-Jun-13	25-Jun-13		
20060-200	100% Design Submittal - Plan Check	0		25-Jun-13		
20060-210	Release Final BOM (Mechanical)	5	26-Jun-13	02-Jul-13		
20080 - Transmission & Interconnection Design				74	30-Aug-13	16-Dec-13
20080-70	Prepare and Submit Utility Interconnection Application	1	30-Aug-13*	30-Aug-13		
20080-80	Utility Interconnection Application Review and Approval	73	03-Sep-13	16-Dec-13		
20080-90	Utility Interconnection Application Approved	0		16-Dec-13		
20120 - Construction Permits				139	26-Jun-13	27-Nov-13
20120-90	Submit for DSA Review	1	26-Jun-13	26-Jun-13		
20120-100	DSA Reviews Permit	98	27-Jun-13	13-Nov-13		
20120-120	Address DSA Comments	10	14-Nov-13	27-Nov-13		
20120-110	Permit Approved	0		27-Nov-13		
30000 - Supply Chain - Other				285	03-Jul-13	19-Aug-14
40000 - Construction				218	24-Oct-13	05-Sep-14
41000 - Temporary Facilities				160	24-Oct-13	16-Jun-14
41000-40	NTP for Construction	1	24-Oct-13*	24-Oct-13		
41000-30	Mobilization	1	16-Jun-14	16-Jun-14		
43000 - Structures				36	16-Jun-14	05-Aug-14
43200 - Roof Top				35	17-Jun-14	05-Aug-14
43210 - Mounting System				35	17-Jun-14	05-Aug-14
43210-50	Layout Stanchions	2	17-Jun-14	18-Jun-14		
43210-80	Crane Lift Stanchion, Racks & Roofing Materials to Roof	1	17-Jun-14	17-Jun-14		
43210-10	Install Stanchions	10	19-Jun-14	02-Jul-14		
43210-60	ICR Inspects Stanchions	9	20-Jun-14	02-Jul-14		
43210-70	3rd Party Torque Tests	1	03-Jul-14	03-Jul-14		
43210-40	Water Proofing/Roof Warranty Work for Stanchions	9	07-Jul-14	17-Jul-14		
43210-20	Layout & Install Racking for RMR	10	23-Jul-14	05-Aug-14		
43400 - Electrical Equipment Foundation				14	16-Jun-14	04-Jul-14
43400-50	Survey and Layout Equipment Pad	2	16-Jun-14	17-Jun-14		
43400-70	Prep/Excavate Pads	3	18-Jun-14	20-Jun-14		
43400-60	Rebar/Inspection/Pour Concrete/AC Conduit Stub Ups	5	23-Jun-14	27-Jun-14		
43400-80	Concrete Curing (Calendar Days)	7	28-Jun-14	04-Jul-14		
44000 - PV				10	06-Aug-14	19-Aug-14
44010 - PV Installation				10	06-Aug-14	19-Aug-14
44010-70	Crane Lift PV & BOS to Roof	1	06-Aug-14	06-Aug-14		
44010-80	PV Module/BOS/BOM Installation	10	06-Aug-14	19-Aug-14		
44010-90	PV Installation Complete	0		19-Aug-14		



◆ Milestone
 Remaining Work
 Summary
 Actual Work
 Critical Remaining Work



File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2385
 Enactment Date: 11/6/13
 By: OK

MONTERA MIDDLE SCHOOL

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 12
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION**

MONTERA MIDDLE SCHOOL

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Montera MS	211.90	Roof	311,879

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

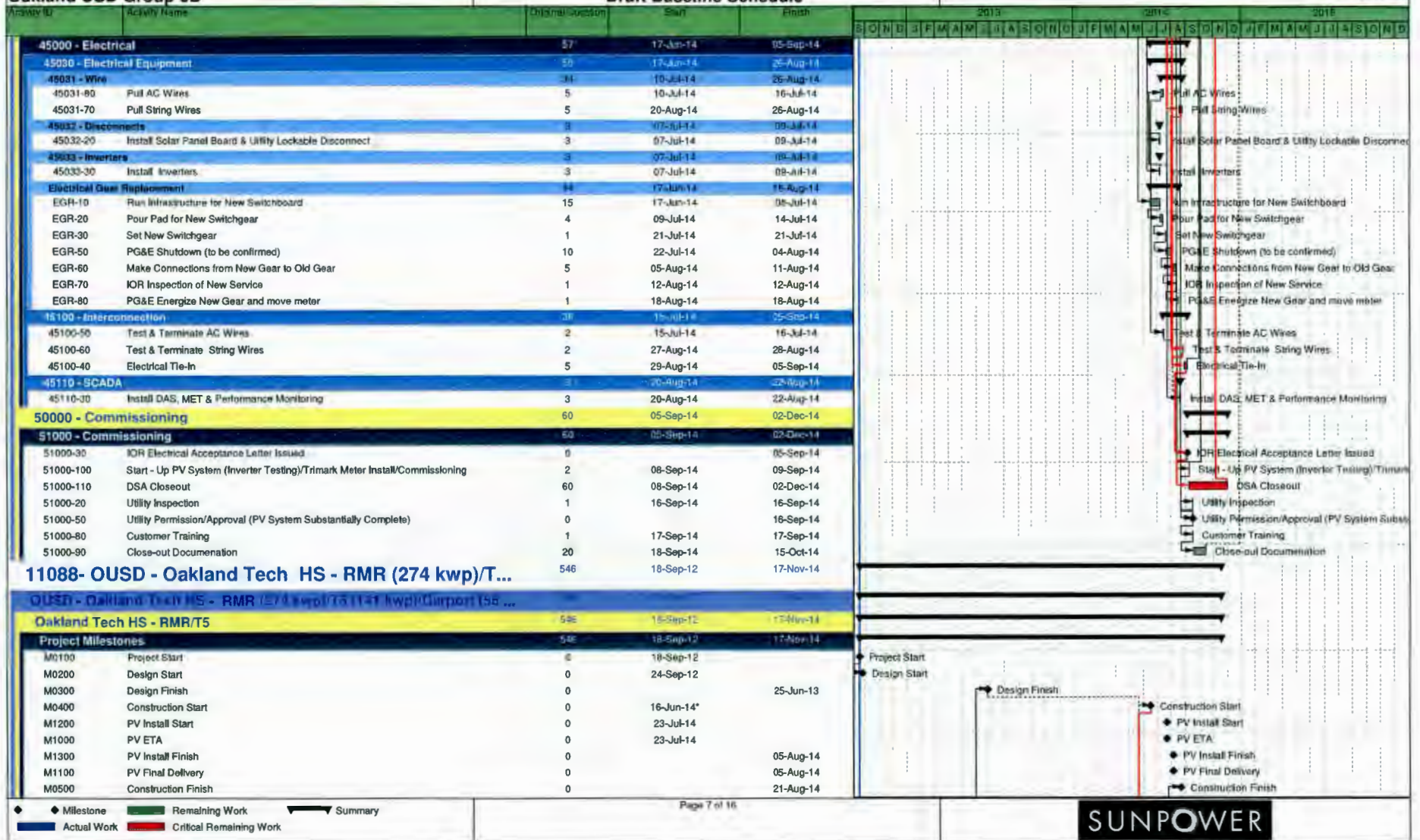
Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE)**, **adjusted for an NTP issued as of the date of this Addendum**. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

Oakland USD Group 3B

Draft Baseline Schedule

13-Sep-13 15:18



MONTERA MIDDLE SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Montera MS	\$1,189,087	\$533,811	\$9,096	\$1,731,995

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Montera MS	\$6,227	\$219,730	\$1,399	\$49,375	\$269,105

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values		
Montera MS	\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)	\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)	\$ -	0.0%
Construction		
NTP	\$ 26,160	1.5%
Payment & Performance Bonds	\$ 14,269	0.8%
Mobilization, Site Demolition	\$ 35,673	2.1%
Proj. Mgmt, Constr. Mgmt, Admin	\$ 84,425	4.9%
PV Equipment Procurement	\$ 306,784	17.7%
Inverters	\$ 70,156	4.1%
Racking / Structural Steel Procurement	\$ 104,640	6.0%
PV & Electrical Install	\$ 378,130	21.8%
Fencing	\$ 7,135	0.4%
Trenching	\$ 11,891	0.7%
Roof Stanchions / Supports	\$ 28,538	1.6%
Equipment Pad installation, Asphalt, Concrete	\$ 19,025	1.1%
Warranties	\$ 48,753	2.8%
Commissioning	\$ 5,945	0.3%
Punch List / Final Acceptance	\$ 30,916	1.8%
Inspections & Gear Certification	\$ 11,891	0.7%
Permit Allowance	\$ 4,756	0.3%
Roof Replacement	\$ 533,811	30.8%
Electrical Service Upgrade	\$ 9,096	0.5%
Construction Subtotal	\$ 1,731,995	100.0%
TOTAL	\$ 1,731,995	

MONTERA MIDDLE SCHOOL

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Montera - 11085_1_ISSUE-FOR-DSA_5-29-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

SunPower Corporation, Systems

Date: Nov. 7, 20 13

Date: NOVEMBER 6, 20 13

By: _____

By: [Signature]

Print Name: _____

Print Name: Jeffrey Dasovich

Print Title: _____

Print Title: VP U.S. AMERICAS SALES

David Kakishiba
President, Board of Education

[Signature]

Gary Yee, Ed.D.
Secretary, Board of Education

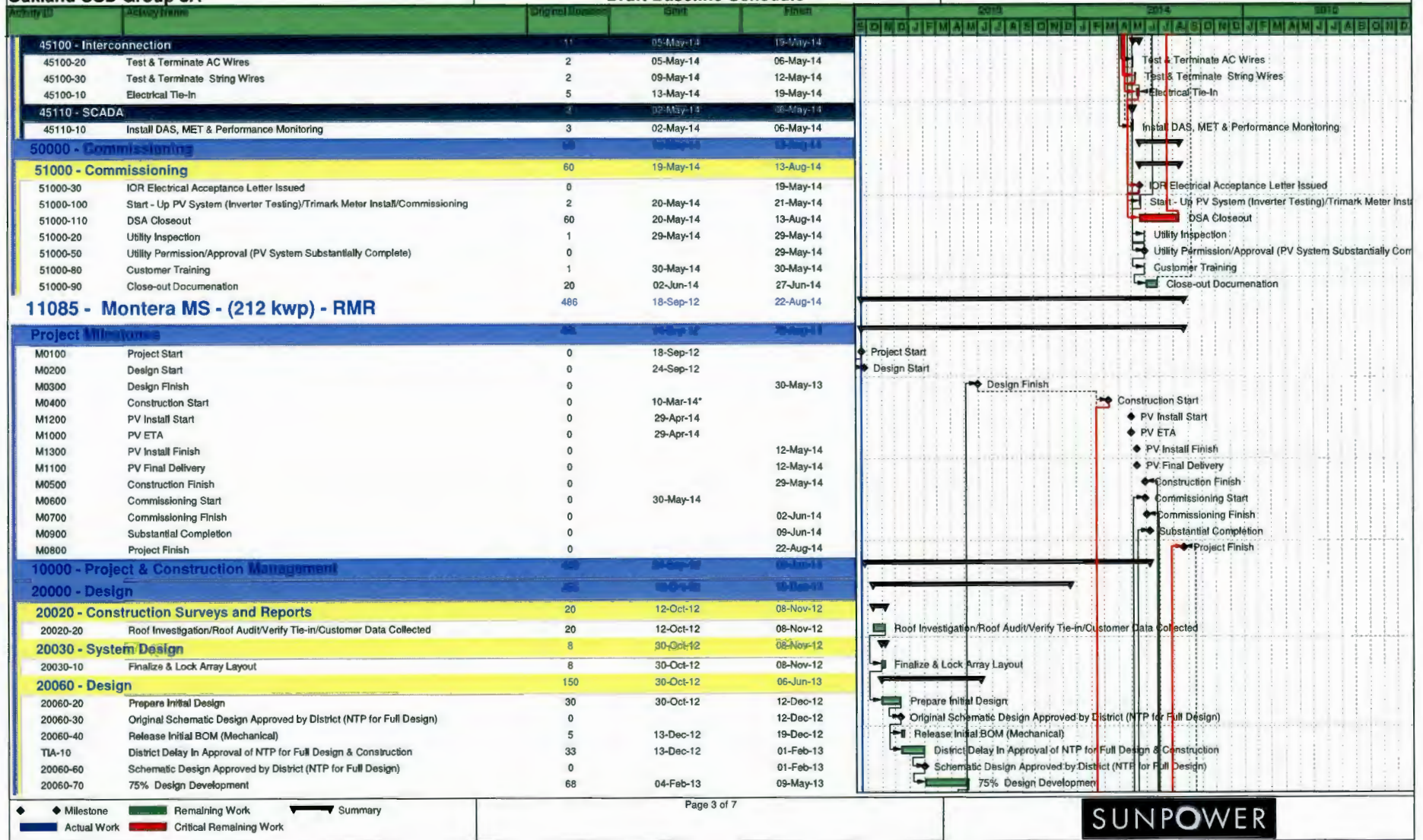
File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: [Signature]

ATTACHMENT "1"
BASELINE SCHEDULE

Oakland USD Group 3A

Draft Baseline Schedule

13-Sep-13 15:10

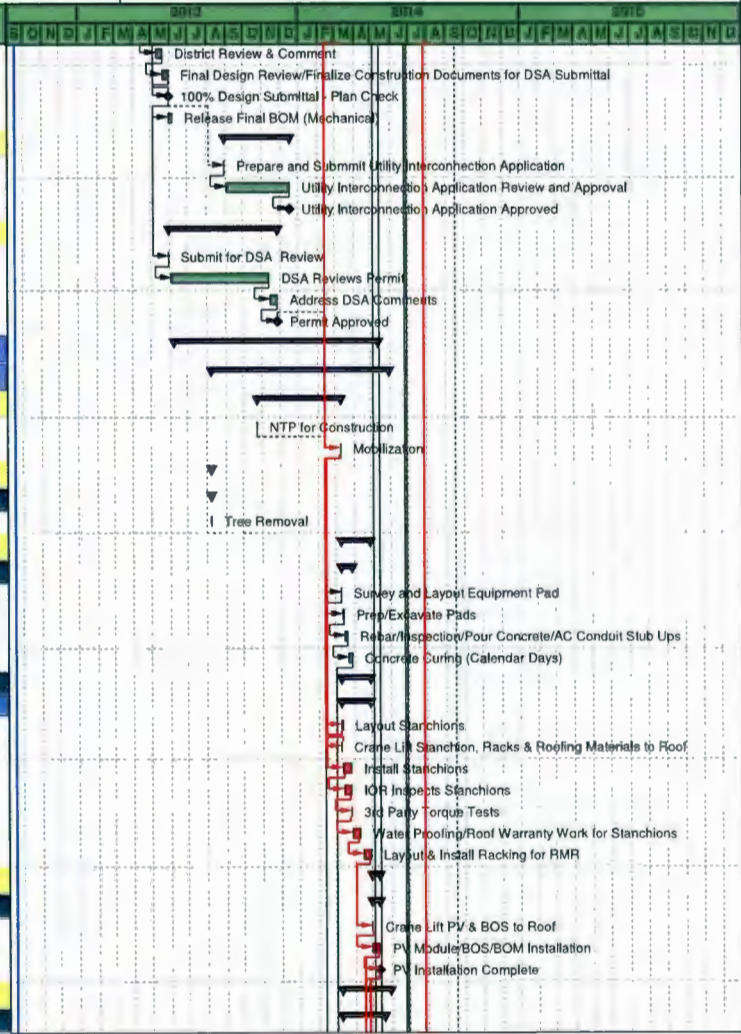


Oakland USD Group 3A

Draft Baseline Schedule

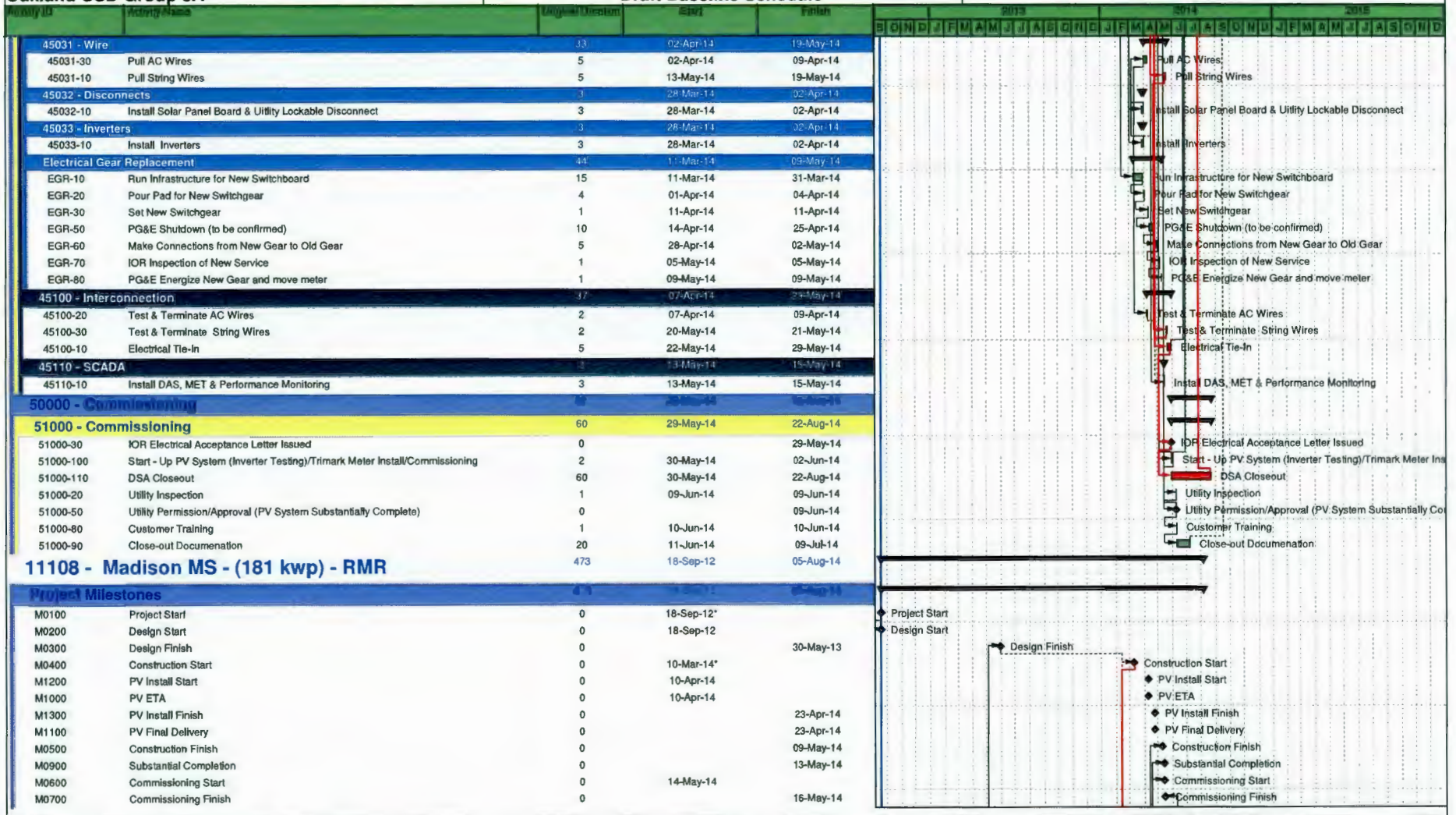
13-Sep-13 15:10

Activity ID	Activity Name	Original Duration	Start	Finish
20060-80	District Review & Comment	7	10-May-13	20-May-13
20060-100	Final Design Review/Finalize Construction Documents for DSA Submittal	7	21-May-13	30-May-13
20060-10	100% Design Submittal - Plan Check	0		30-May-13
20060-110	Release Final BOM (Mechanical)	5	31-May-13	06-Jun-13
20080 - Transmission & Interconnection Design		74	30-Aug-13	16-Dec-13
20080-10	Prepare and Submit Utility Interconnection Application	1	30-Aug-13*	30-Aug-13
20080-20	Utility Interconnection Application Review and Approval	73	03-Sep-13	16-Dec-13
20080-30	Utility Interconnection Application Approved	0		16-Dec-13
20120 - Construction Permits		127	31-May-13	27-Nov-13
20120-10	Submit for DSA Review	1	31-May-13	31-May-13
20120-20	DSA Reviews Permit	118	03-Jun-13	13-Nov-13
20120-30	Address DSA Comments	10	14-Nov-13	27-Nov-13
20120-40	Permit Approved	0		27-Nov-13
30000 - Supply Chain - Other		0	24-Mar-14	28-Mar-14
40000 - Construction		0	24-Mar-14	28-Mar-14
41000 - Temporary Facilities		92	24-Oct-13	10-Mar-14
41000-20	NTP for Construction	1	24-Oct-13*	24-Oct-13
41000-10	Mobilization	1	10-Mar-14	10-Mar-14
42000 - Civil Work		1	08-Aug-13	08-Aug-13
42020 - Site Demolition		1	08-Aug-13	08-Aug-13
42020-10	Tree Removal	1	08-Aug-13*	08-Aug-13
43000 - Structures		36	10-Mar-14	28-Apr-14
43400 - Electrical Equipment Foundation		15	10-Mar-14	28-Mar-14
43400-40	Survey and Layout Equipment Pad	2	10-Mar-14	11-Mar-14
43400-10	Prep/Excavate Pads	3	12-Mar-14	14-Mar-14
43400-20	Rebar/Inspection/Pour Concrete/AC Conduit Stub Ups	5	17-Mar-14	21-Mar-14
43400-30	Concrete Curing (Calendar Days)	7	22-Mar-14	28-Mar-14
43200 - Roof Top		35	11-Mar-14	28-Apr-14
43210 - Mounting System		35	11-Mar-14	28-Apr-14
43210-50	Layout Stanchions	2	11-Mar-14	12-Mar-14
43210-70	Crane Lift Stanchion, Racks & Roofing Materials to Roof	1	11-Mar-14	11-Mar-14
43210-10	Install Stanchions	10	13-Mar-14	26-Mar-14
43210-30	IOR Inspects Stanchions	9	14-Mar-14	26-Mar-14
43210-60	3rd Party Torque Tests	1	27-Mar-14	27-Mar-14
43210-40	Water Proofing/Roof Warranty Work for Stanchions	9	28-Mar-14	09-Apr-14
43210-20	Layout & Install Racking for RMR	10	15-Apr-14	28-Apr-14
44000 - PV		10	29-Apr-14	12-May-14
44010 - PV Installation		10	29-Apr-14	12-May-14
44010-40	Crane Lift PV & BOS to Roof	1	29-Apr-14	29-Apr-14
44010-50	PV Module/BOS/BOM Installation	10	29-Apr-14	12-May-14
44010-60	PV Installation Complete	0		12-May-14
45000 - Electrical		57	11-Mar-14	29-May-14
45030	Electrical Equipment	50	11-Mar-14	19-May-14



◆ Milestone
 Remaining Work
 Summary
 Actual Work
 Critical Remaining Work





◆ Milestone ■ Remaining Work — Summary
 ■ Actual Work ■ Critical Remaining Work



**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 13
TO
AGREEMENT FOR DESIGN AND CONSTRUCTION**

OAKLAND HIGH SCHOOL

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Oakland HS	408.10	Roof	602,101

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE)**, **adjusted for an NTP issued as of the date of this Addendum**. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

OAKLAND HIGH SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Oakland HS	\$2,048,523	\$793,877	\$0	\$2,842,400

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Oakland HS	\$7,786	\$274,720	\$2,142	\$75,596	\$350,316

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values		
Oakland HS	\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)	\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)	\$ -	0.0%
Construction		
NTP	\$ 45,068	1.6%
Payment & Performance Bonds	\$ 24,582	0.9%
Mobilization, Site Demolition	\$ 61,456	2.2%
Proj. Mgmt, Constr. Mgmt, Admin	\$ 145,445	5.1%
PV Equipment Procurement	\$ 528,519	18.6%
Inverters	\$ 120,863	4.3%
Racking / Structural Steel Procurement	\$ 180,270	6.3%
PV & Electrical Install	\$ 651,430	22.9%
Fencing	\$ 12,291	0.4%
Trenching	\$ 20,485	0.7%
Roof Stanchions / Supports	\$ 49,165	1.7%
Equipment Pad installation, Asphalt, Concrete	\$ 32,776	1.2%
Warranties	\$ 83,989	3.0%
Commissioning	\$ 10,243	0.4%
Punch List / Final Acceptance	\$ 53,262	1.9%
Inspections & Gear Certification	\$ 20,485	0.7%
Permit Allowance	\$ 8,194	0.3%
Roof Replacement	\$ 793,877	27.9%
Electrical Service Upgrade	\$ -	0.0%
Construction Subtotal	\$ 2,842,400	100.0%
TOTAL	\$ 2,842,400	

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Oakland HS - 11086_1_ISSUE-FOR-DSA_5-14-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

SunPower Corporation, Systems

Date: Nov. 7, 2013

Date: NOVEMBER 9, 2013

By: _____

By: [Signature]

Print Name: _____

Print Name: Jeffrey Dasovich

Print Title: _____

Print Title: VP V&C AMERICAS SALES

[Signature]
David Kakishiba
President, Board of Education

[Signature]
Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: OA

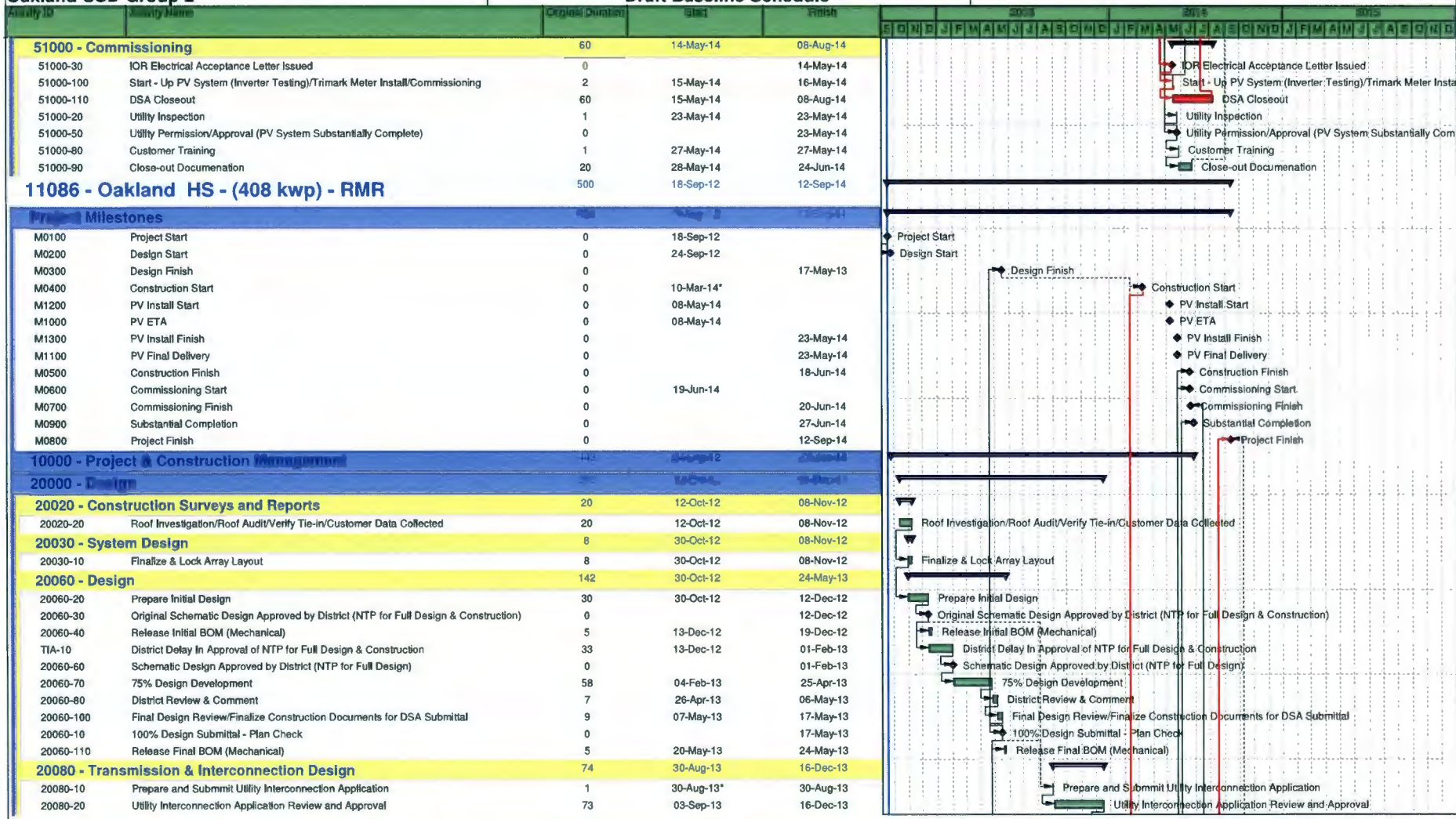
ATTACHMENT "1"
BASELINE SCHEDULE

101002

Oakland USD Group 2

Draft Baseline Schedule

13-Sep-13 15:04



◆ Milestone ■ Remaining Work ← Summary
 ■ Actual Work ■ Critical Remaining Work

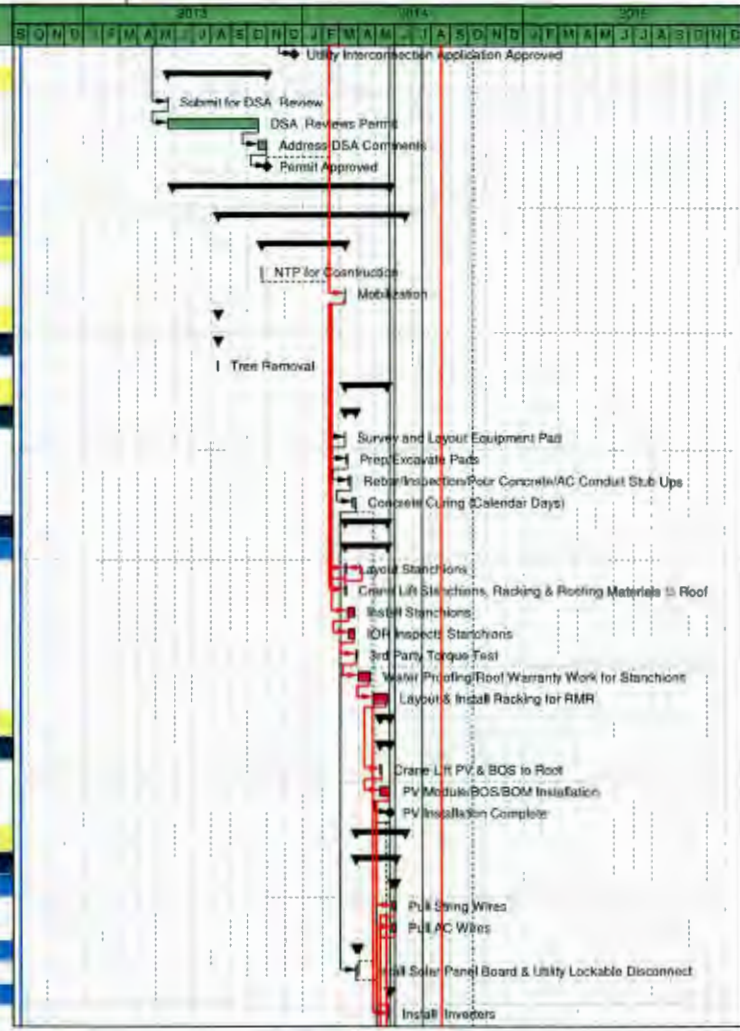


Oakland USD Group 2

Draft Baseline Schedule

13-Sep-13 15:04

Activity ID	Activity Name	Original Duration	Start	End
20095-30	Utility Interconnection Application Approved	0		16-Dec-13
20120 - Construction Permits				
20120-10	Submit for DSA Review	1	20-May-13	20-May-13
20120-20	DSA Reviews Permit	105	21-May-13	17-Oct-13
20120-30	Address DSA Comments	10	18-Oct-13	31-Oct-13
20120-40	Permit Approved	0		31-Oct-13
30000 - Supply Chain - Other				
40000 - Construction				
41000 - Temporary Facilities				
41000-20	NTP for Construction	1	24-Oct-13	24-Oct-13
41000-10	Mobilization	1	10-Mar-14	10-Mar-14
42000 - Civil Work				
42020 - Site Demolition		1	12-Aug-13	12-Aug-13
42020-10	Tree Removal	1	12-Aug-13	12-Aug-13
43000 - Structures				
43400 - Equipment Pad Foundations				
43400-40	Survey and Layout Equipment Pad	2	10-Mar-14	11-Mar-14
43400-10	Prep/Excavate Pads	3	12-Mar-14	14-Mar-14
43400-20	Rebar/Inspection/Pour Concrete/AC Conduit Stub Ups	5	17-Mar-14	21-Mar-14
43400-30	Concrete Curing (Calendar Days)	7	22-Mar-14	29-Mar-14
43200 - Roof Top				
43210 - Mounting System				
43210-50	Layout Stanchions	3	11-Mar-14	13-Mar-14
43210-70	Crane Lift Stanchions, Racking & Roofing Materials to Roof	2	11-Mar-14	12-Mar-14
43210-10	Install Stanchions	10	14-Mar-14	27-Mar-14
43210-40	IOR Inspects Stanchions	9	17-Mar-14	27-Mar-14
43210-60	3rd Party Torque Test	2	28-Mar-14	31-Mar-14
43210-30	Water Proofing/Roof Warranty Work for Stanchions	15	01-Apr-14	21-Apr-14
43210-20	Layout & Install Racking for RMR	18	25-Apr-14	20-May-14
44000 - PV				
44010 - PV Installation				
44010-40	Crane Lift PV & BOS to Roof	2	08-May-14	09-May-14
44010-50	PV Module/BOS/BOM Installation	12	08-May-14	23-May-14
44010-60	PV Installation Complete	0		23-May-14
45000 - Electrical				
45030 - Electrical Equipment				
45031 - Wire				
45031-10	Pull String Wires	5	27-May-14	02-Jun-14
45031-30	Pull AC Wires	5	27-May-14	02-Jun-14
45032 - DC Disconnects				
45032-10	Install Solar Panel Board & Utility Lockable Disconnect	3	28-Mar-14	02-Apr-14
45033 - Inverters				
45033-10	Install Inverters	3	21-May-14	23-May-14



◆ Milestone
 Remaining Work
 Summary
 Actual Work
 Critical Remaining Work



Oakland USD Group 2

Draft Baseline Schedule

13-Sep-13 15:04

Activity ID	Activity Name	Original Duration	Start	Finish	2013												2014												2015																							
					S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
45100 - Interconnection					12	03-Jun-14	18-Jun-14																																													
45100-20	Test & Terminate AC Wires	2	03-Jun-14	04-Jun-14																																																
45100-30	Test & Terminate String Wires	2	03-Jun-14	04-Jun-14																																																
45100-10	Electrical Tie-In	5	12-Jun-14	18-Jun-14																																																
45110 - SCADA					3	27-May-14	29-May-14																																													
45110-10	Install DAS, MET & Performance Monitoring	3	27-May-14	29-May-14																																																
50000 - Commissioning					60	18-Jun-14	12-Sep-14																																													
51000 - Commissioning					60	18-Jun-14	12-Sep-14																																													
51000-30	IOR Electrical Acceptance Letter Issued	0		18-Jun-14																																																
51000-100	Start - Up PV System (Inverter Testing)/Trimark Meter Install/Commissioning	2	19-Jun-14	20-Jun-14																																																
51000-110	DSA Closeout	60	19-Jun-14	12-Sep-14																																																
51000-20	Utility Inspection	1	27-Jun-14	27-Jun-14																																																
51000-50	Utility Permission/Approval (PV System Substantially Complete)	0		27-Jun-14																																																
51000-80	Customer Training	1	30-Jun-14	30-Jun-14																																																
51000-90	Close-out Documentation	20	01-Jul-14	29-Jul-14																																																
11087 - Oakland International - (114 kwp) - RMR/T5					476	18-Sep-12	08-Aug-14																																													
Project Milestones					0%	18-Sep-12	08-Aug-14																																													
M0100	Project Start	0	18-Sep-12																																																	
M0200	Design Start	0	24-Sep-12																																																	
M0300	Design Finish	0		17-May-13																																																
M0400	Construction Start	0	10-Mar-14*																																																	
M1200	PV Install Start	0	15-Apr-14																																																	
M1000	PV ETA	0	15-Apr-14																																																	
M1300	PV Install Finish	0		28-Apr-14																																																
M1100	PV Final Delivery	0		28-Apr-14																																																
M0500	Construction Finish	0		14-May-14																																																
M0600	Commissioning Start	0	15-May-14																																																	
M0700	Commissioning Finish	0		16-May-14																																																
M0900	Substantial Completion	0		23-May-14																																																
M0800	Project Finish	0		08-Aug-14																																																
10000 - Project & Construction Management					10	18-Sep-12	08-Aug-14																																													
20000 - Design					10	18-Sep-12	08-Aug-14																																													
20020 - Construction Surveys and Reports					20	12-Oct-12	08-Nov-12																																													
20020-20	Roof Investigation/Roof Audit/Verify Tie-in/Customer Data Collected	20	12-Oct-12	08-Nov-12																																																
20030 - System Design					8	30-Oct-12	08-Nov-12																																													
20030-10	Finalize & Lock Array Layout	8	30-Oct-12	08-Nov-12																																																
20060 - Design					142	30-Oct-12	24-May-13																																													
20060-20	Prepare Initial Design	30	30-Oct-12	12-Dec-12																																																
20060-30	Original Schematic Design Approved by District (NTP for Full Design)	0		12-Dec-12																																																
20060-40	Release Initial BOM (Mechanical)	5	13-Dec-12	19-Dec-12																																																
TIA-10	District Delay In Approval of NTP for Full Design & Construction	33	13-Dec-12	01-Feb-13																																																
20060-60	Schematic Design Approved by District (NTP for Full Design)	0		01-Feb-13																																																
20060-70	75% Design Development	58	04-Feb-13	25-Apr-13																																																

◆ Milestone ■ Remaining Work ▬ Summary
 ■ Actual Work ■ Critical Remaining Work



File ID Number: 13-2507
 Introduction Date: 4/6/13
 Enactment Number: 13-255
 Enactment Date: 4/6/13
 By: OS

OAKLAND INTERNATIONAL HIGH SCHOOL AT CARTER MIDDLE SCHOOL
NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 14
TO
AGREEMENT FOR DESIGN AND CONSTRUCTION

OAKLAND INTERNATIONAL HIGH SCHOOL AT CARTER MIDDLE SCHOOL

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Oakland International HS at Carter MS	114.45	Roof	165,594

- **A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.**

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE), adjusted for an NTP issued as of the date of this Addendum.** All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

OAKLAND INTERNATIONAL HIGH SCHOOL AT CARTER MIDDLE SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Oakland International HS at Carter MS	\$758,706	\$229,760	\$0	\$988,466

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Oakland International HS at Carter MS	\$4,500	\$158,774	\$882	\$31,128	\$189,901

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values		\$ Value	% of This NTP
Oakland International HS at Carter MS			
Design Development (NOT PART OF THIS NTP)		\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)		\$ -	0.0%
Construction			
NTP		\$ 16,692	1.7%
Payment & Performance Bonds		\$ 9,104	0.9%
Mobilization, Site Demolition		\$ 22,761	2.3%
Proj. Mgmt, Constr. Mgmt, Admin		\$ 53,868	5.4%
PV Equipment Procurement		\$ 195,746	19.8%
Inverters		\$ 44,764	4.5%
Racking / Structural Steel Procurement		\$ 66,766	6.8%
PV & Electrical Install		\$ 241,268	24.4%
Fencing		\$ 4,552	0.5%
Trenching		\$ 7,587	0.8%
Roof Stanchions / Supports		\$ 18,209	1.8%
Equipment Pad installation, Asphalt, Concrete		\$ 12,139	1.2%
Warranties		\$ 31,107	3.1%
Commissioning		\$ 3,794	0.4%
Punch List / Final Acceptance		\$ 19,726	2.0%
Inspections & Gear Certification		\$ 7,587	0.8%
Permit Allowance		\$ 3,035	0.3%
Roof Replacement		\$ 229,760	23.2%
Electrical Service Upgrade		\$ -	0.0%
	Construction Subtotal	\$ 988,466	100.0%
TOTAL		\$ 988,466	

OAKLAND INTERNATIONAL HIGH SCHOOL AT CARTER MIDDLE SCHOOL

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Oakland International - 11087_1_ISSUE-FOR-DSA_5-14-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

SunPower Corporation, Systems

Date: Nov. 7, 20 13

Date: NOVEMBER 6, 20 13

By: 

By: 

Print Name: _____

Print Name: Jeffrey Dasovich

David Kakishiba
President, Board of Education

Print Title: VP U2C AMERICAS SALES



Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: ol

OAKLAND INTERNATIONAL HIGH SCHOOL AT CARTER MIDDLE SCHOOL

ATTACHMENT "1"
BASELINE SCHEDULE

File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2285
 Enactment Date: 11/6/13
 By: of

OAKLAND TECHNICAL HIGH SCHOOL

NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 15
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION

OAKLAND TECHNICAL HIGH SCHOOL

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Oakland Technical HS	470.55	Roof/Parking	701,503

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE), adjusted for an NTP issued as of the date of this Addendum**. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

OAKLAND TECHNICAL HIGH SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Oakland Technical HS	\$2,423,840	\$771,330	\$0	\$3,195,170

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Oakland Technical HS	\$7,988	\$281,875	\$2,423	\$85,488	\$367,362

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values			
Oakland Technical HS		\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)		\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)		\$ -	0.0%
Construction			
NTP		\$ 53,324	1.7%
Payment & Performance Bonds		\$ 29,086	0.9%
Mobilization, Site Demolition		\$ 72,715	2.3%
Proj. Mgmt, Constr. Mgmt, Admin		\$ 172,093	5.4%
PV Equipment Procurement		\$ 625,351	19.6%
Inverters		\$ 143,007	4.5%
Racking / Structural Steel Procurement		\$ 213,298	6.7%
PV & Electrical Install		\$ 770,781	24.1%
Fencing		\$ 14,543	0.5%
Trenching		\$ 24,238	0.8%
Roof Stanchions / Supports		\$ 58,172	1.8%
Equipment Pad installation, Asphalt, Concrete		\$ 38,781	1.2%
Warranties		\$ 99,377	3.1%
Commissioning		\$ 12,119	0.4%
Punch List / Final Acceptance		\$ 63,020	2.0%
Inspections & Gear Certification		\$ 24,238	0.8%
Permit Allowance		\$ 9,695	0.3%
Roof Replacement		\$ 771,330	24.1%
Electrical Service Upgrade		\$ -	0.0%
	Construction Subtotal	\$ 3,195,170	100.0%
TOTAL		\$ 3,195,170	

OAKLAND TECHNICAL HIGH SCHOOL

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Oakland Tech - 11088_1_ISSUE-FOR-DSA_6-26-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

SunPower Corporation, Systems

Date: Nov 7, 2013

Date: NOVEMBER 6, 2013

By: 

By: 

Print Name: _____


Print Name: Jeffrey Dasovich

Print Title: David Kakishiba
President, Board of Education

Print Title: VP UFC AMERICAS SALES



Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 3-2501
Introduction Date: 11/4/13
Enactment Number: 3-2385
Enactment Date: 11/6/13
By: 

OAKLAND TECHNICAL HIGH SCHOOL

ATTACHMENT "1"
BASELINE SCHEDULE

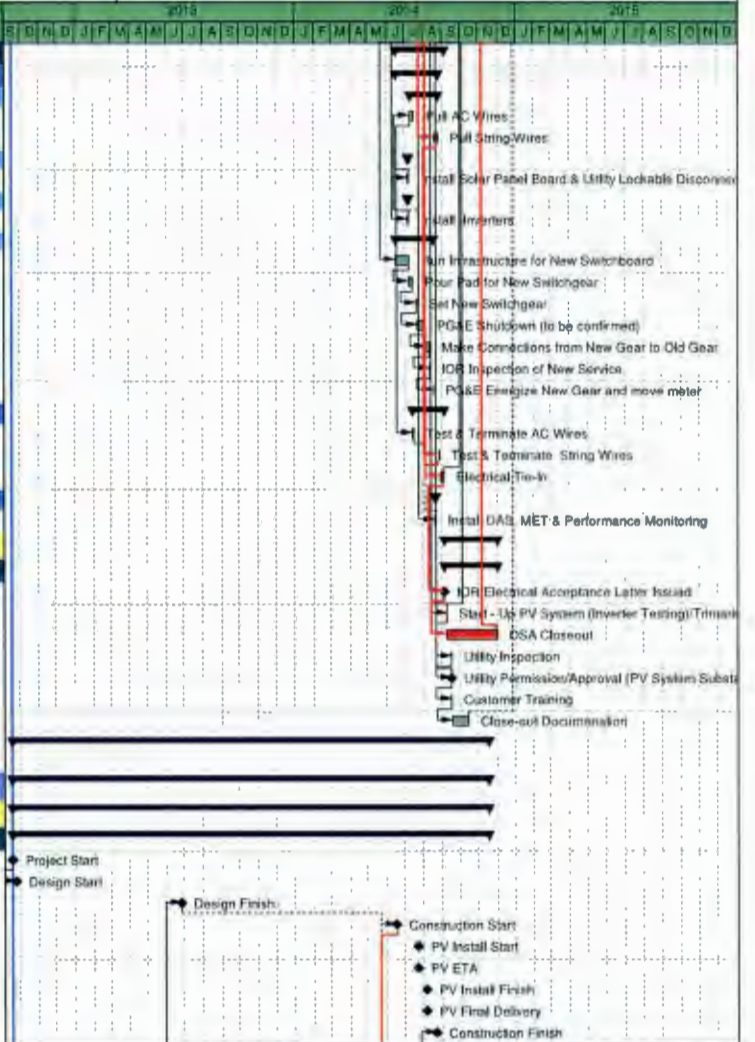
dt

Oakland USD Group 3B

Draft Baseline Schedule

13-Sep-13 16:18

Activity ID	Activity Name	Original Duration	Start	Finish	2013	2014	2015													
					S	D	R	D	J	F	M	A	M	J	J	A	S	O	N	D
45000 - Electrical		57	17-Jun-14	05-Sep-14																
45030 - Electrical Equipment		34	17-Jun-14	26-Aug-14																
45031 - Wire		34	16-Jul-14	26-Aug-14																
45031-80	Pull AC Wires	5	10-Jul-14	16-Jul-14																
45031-70	Pull String Wires	5	20-Aug-14	26-Aug-14																
45032 - Disconnects		3	07-Jul-14	09-Jul-14																
45032-20	Install Solar Panel Board & Utility Lockable Disconnect	3	07-Jul-14	09-Jul-14																
45033 - Inverters		3	07-Jul-14	09-Jul-14																
45033-30	Install Inverters	3	07-Jul-14	09-Jul-14																
Electrical Gear Replacement		15	17-Jun-14	18-Aug-14																
EGR-10	Run Infrastructure for New Switchboard	15	17-Jun-14	08-Jul-14																
EGR-20	Pour Pad for New Switchgear	4	09-Jul-14	14-Jul-14																
EGR-30	Set New Switchgear	1	21-Jul-14	21-Jul-14																
EGR-50	PG&E Shutdown (to be confirmed)	10	22-Jul-14	04-Aug-14																
EGR-60	Make Connections from New Gear to Old Gear	5	05-Aug-14	11-Aug-14																
EGR-70	IOR Inspection of New Service	1	12-Aug-14	12-Aug-14																
EGR-80	PG&E Energize New Gear and move meter	1	18-Aug-14	18-Aug-14																
45100 - Interconnection		3	15-Jul-14	28-Aug-14																
45100-50	Test & Terminate AC Wires	2	15-Jul-14	16-Jul-14																
45100-60	Test & Terminate String Wires	2	27-Aug-14	28-Aug-14																
45100-40	Electrical Tie-In	5	29-Aug-14	05-Sep-14																
45110 - SCADA		3	20-Aug-14	22-Aug-14																
45110-30	Install DAS, MET & Performance Monitoring	3	20-Aug-14	22-Aug-14																
50000 - Commissioning		60	05-Sep-14	02-Dec-14																
51000 - Commissioning		60	05-Sep-14	02-Dec-14																
51000-30	IOR Electrical Acceptance Letter Issued	8	05-Sep-14	05-Sep-14																
51000-100	Start - Up PV System (Inverter Testing)/Trimeter Meter Install/Commissioning	2	08-Sep-14	09-Sep-14																
51000-110	DSA Closeout	60	08-Sep-14	02-Dec-14																
51000-20	Utility Inspection	1	16-Sep-14	16-Sep-14																
51000-50	Utility Permission/Approval (PV System Substantially Complete)	0	16-Sep-14	16-Sep-14																
51000-80	Customer Training	1	17-Sep-14	17-Sep-14																
51000-90	Close-out Documentation	20	18-Sep-14	15-Oct-14																
11088- OUSD - Oakland Tech HS - RMR (274 kw)/T...		546	18-Sep-12	17-Nov-14																
11088 - Oakland Tech HS - RMR (274 kw)/T...		546	18-Sep-12	17-Nov-14																
Oakland Tech HS - RMR/T5		546	18-Sep-12	17-Nov-14																
Project Milestones		640	18-Sep-12	17-Nov-14																
M0100	Project Start	0	18-Sep-12																	
M0200	Design Start	0	24-Sep-12																	
M0300	Design Finish	0		25-Jun-13																
M0400	Construction Start	0	16-Jun-14*																	
M1200	PV Install Start	0	23-Jul-14																	
M1000	PV ETA	0	23-Jul-14																	
M1300	PV Install Finish	0		05-Aug-14																
M1100	PV Final Delivery	0		05-Aug-14																
M0500	Construction Finish	0		21-Aug-14																



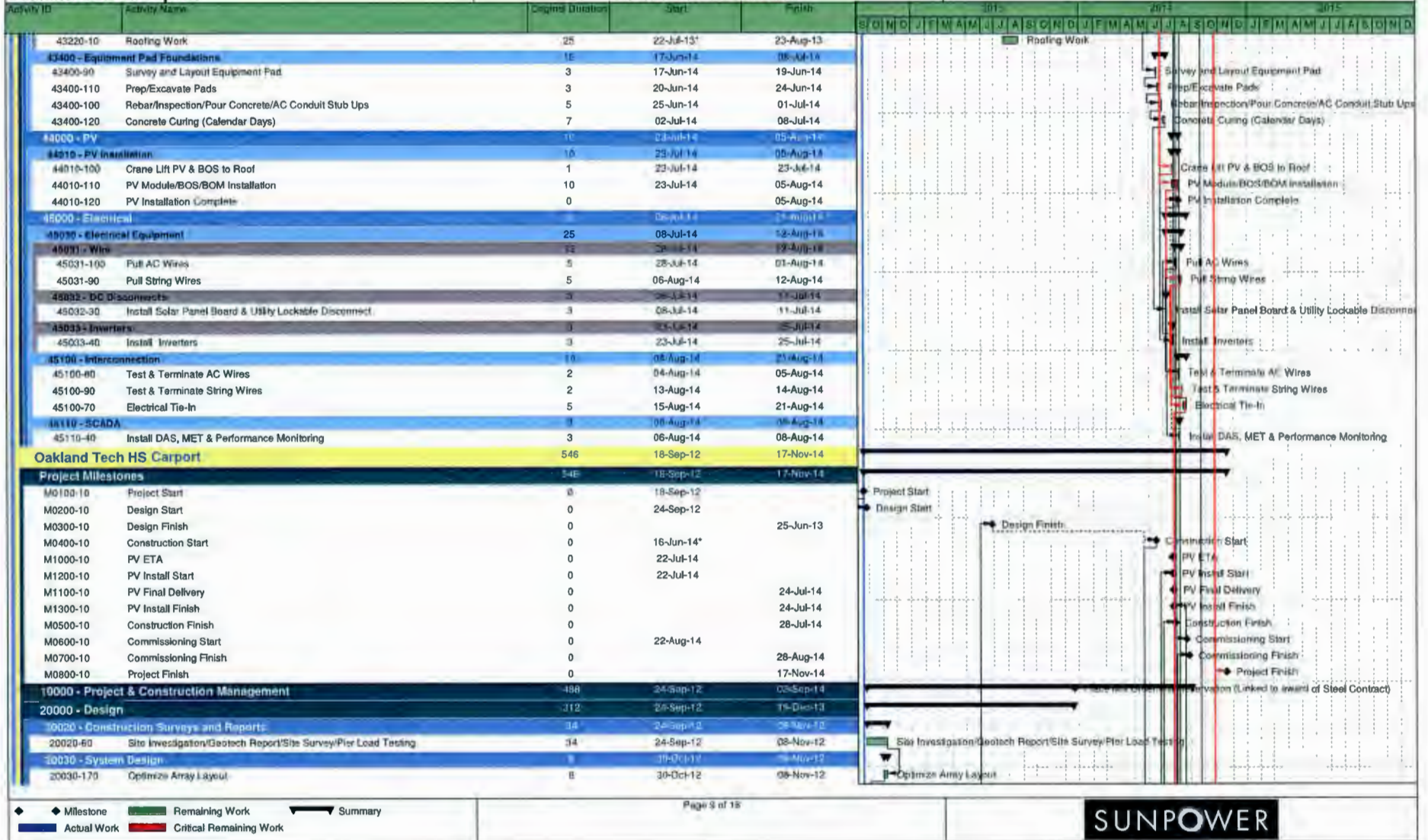
◆ Milestone ■ Remaining Work ▼ Summary
 ■ Actual Work ■ Critical Remaining Work



Oakland USD Group 3B

Draft Baseline Schedule

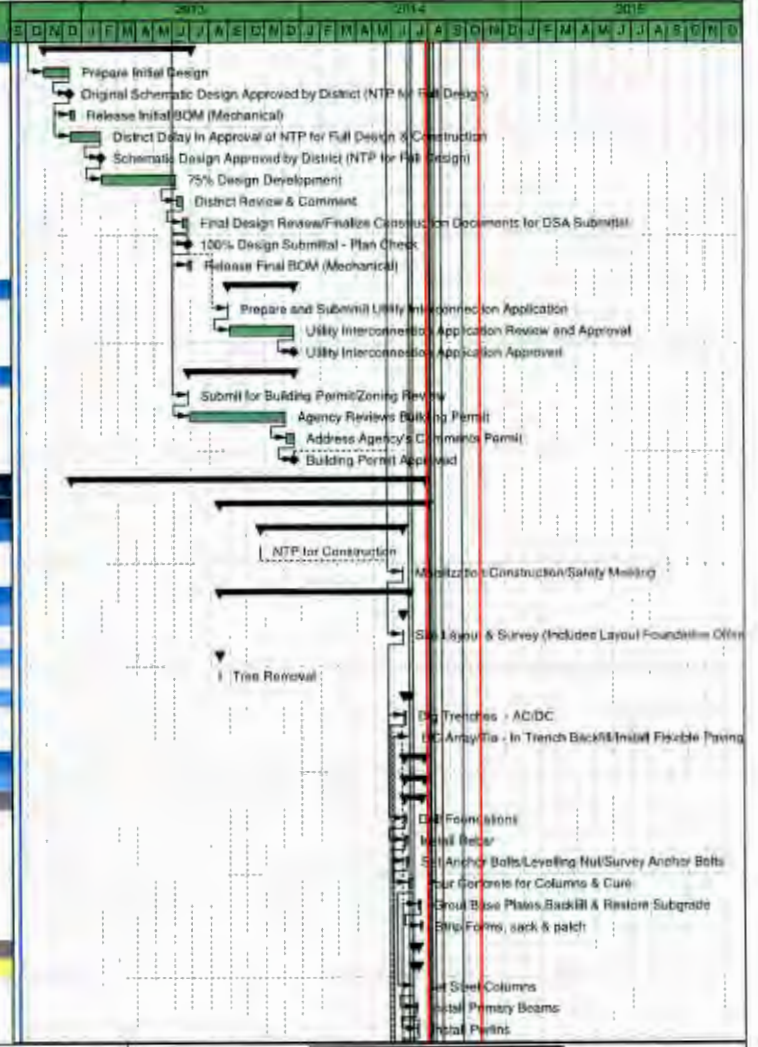
13-Sep-13 15:18



◆ Milestone ■ Remaining Work ▼ Summary
 ■ Actual Work ■ Critical Remaining Work



Activity	Activity Name	Original Duration	Start	Finish
20040 - Civil Design				
20040-160	Prepare Initial Design	30	30-Oct-12	12-Dec-12
20040-140	Original Schematic Design Approved by District (NTP for Full Design)	0		12-Dec-12
20040-120	Release Initial BOM (Mechanical)	5	13-Dec-12	19-Dec-12
20040-190	District Delay In Approval of NTP for Full Design & Construction	33	13-Dec-12	01-Feb-13
20040-180	Schematic Design Approved by District (NTP for Full Design)	0		01-Feb-13
20040-170	75% Design Development	87	04-Feb-13	06-Jun-13
20040-210	District Review & Comment	7	07-Jun-13	17-Jun-13
20040-200	Final Design Review/Finalize Construction Documents for DSA Submittal	6	18-Jun-13	25-Jun-13
20040-220	100% Design Submittal - Plan Check	0		25-Jun-13
20040-230	Release Final BOM (Mechanical)	5	26-Jun-13	02-Jul-13
20080 - Transmission & Interconnection Design				
20080-130	Prepare and Submit Utility Interconnection Application	1	30-Aug-13	30-Aug-13
20080-140	Utility Interconnection Application Review and Approval	76	03-Sep-13	19-Dec-13
20080-150	Utility Interconnection Application Approved	0		19-Dec-13
20120 - Construction Permits				
20120-170	Submit for Building Permit/Zoning Review	1	26-Jun-13	26-Jun-13
20120-180	Agency Reviews Building Permit	112	27-Jun-13	05-Dec-13
20120-200	Address Agency's Comments Permit	10	06-Dec-13	19-Dec-13
20120-190	Building Permit Approved	0		19-Dec-13
30000 - Supply Chain - Other				
40000 - Construction				
41000 - Temporary Facilities				
41000-70	NTP for Construction	1	24-Oct-13	24-Oct-13
41000-50	Mobilization/Construction/Safety Meeting	1	16-Jun-14	16-Jun-14
42000 - Civil Work				
42010 - Surveys				
42010-20	Site Layout & Survey (Includes Layout Foundation Offsets)	1	17-Jun-14	17-Jun-14
42020 - Site Demolition				
42020-10	Trees Removal	1	16-Aug-13	16-Aug-13
42030 - Earthwork				
42030-30	Dig Trenches - AC/DC	3	18-Jun-14	25-Jun-14
42030-40	DC Array/Tie - In Trench Backfill/Install Flexible Paving	2	26-Jun-14	27-Jun-14
43000 - Structures				
43100 - Carpet				
43110 - Foundations				
43110-150	Drill Foundations	3	18-Jun-14	20-Jun-14
43110-50	Install Rebar	3	19-Jun-14	23-Jun-14
43110-120	Set Anchor Bolts/Leveling Nut/Survey Anchor Bolts	3	20-Jun-14	24-Jun-14
43110-110	Pour Concrete for Columns & Cure	7	24-Jun-14	02-Jul-14
43110-130	Grout Base Plates, Backfill & Restore Subgrade	2	11-Jul-14	14-Jul-14
43110-140	Strip Forms, sack & patch	2	15-Jul-14	16-Jul-14
43120 - Structural Steel				
Erect				
43120-180	Set Steel Columns	1	03-Jul-14	03-Jul-14
43120-190	Install Primary Beams	3	07-Jul-14	09-Jul-14
43120-200	Install Purlins	3	08-Jul-14	10-Jul-14



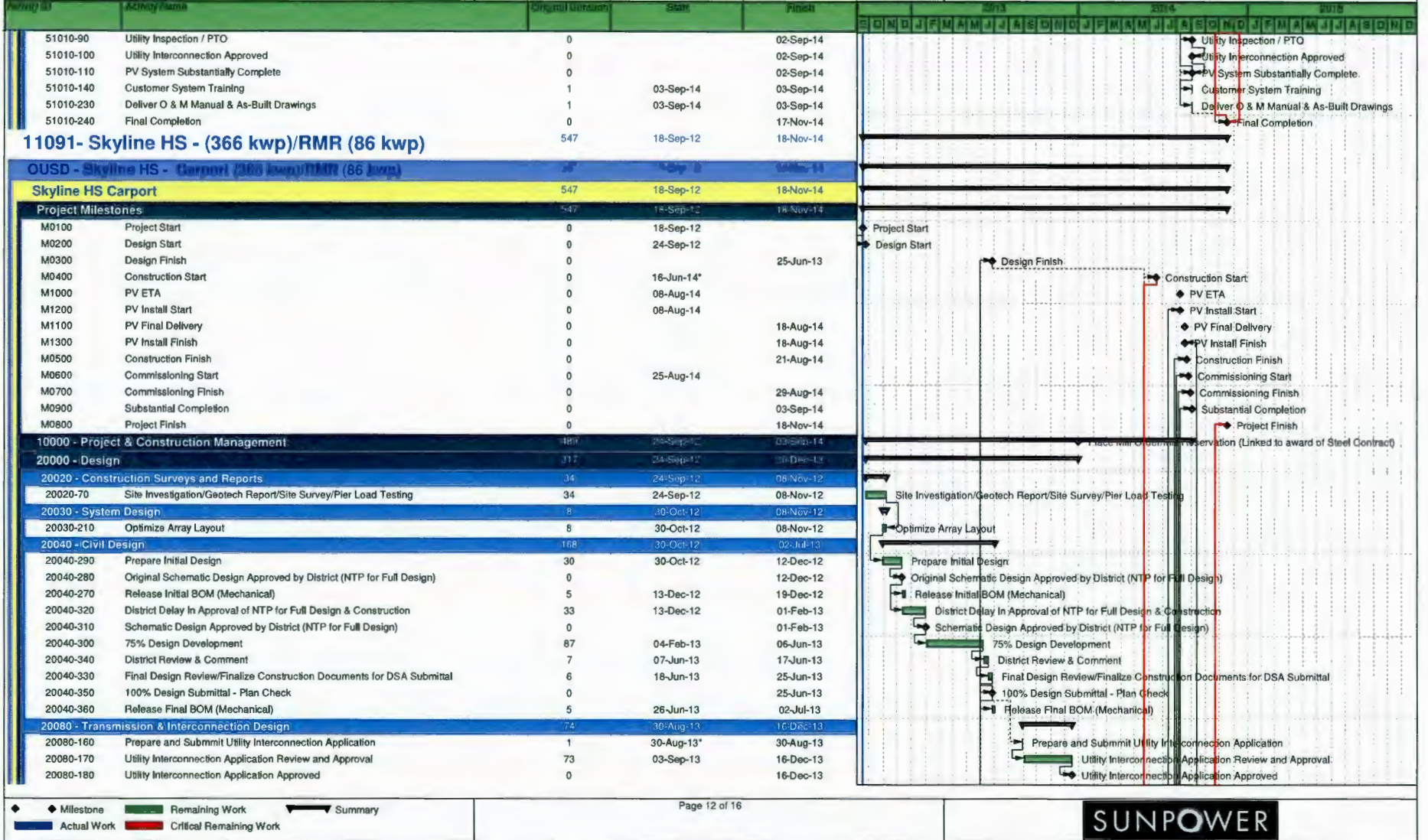
◆ Milestone ■ Remaining Work ▬ Summary
 ■ Actual Work ■ Critical Remaining Work



Oakland USD Group 3B

Draft Baseline Schedule

13-Sep-13 15:18



◆ Milestone ■ Remaining Work → Summary
 ■ Actual Work ■ Critical Remaining Work



File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2385
 Enactment Date: 11/6/13
 By: OK

ROOSEVELT MIDDLE SCHOOL

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 16
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION**

ROOSEVELT MIDDLE SCHOOL

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Roosevelt MS	125.57	Roof	184,674

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE)**, **adjusted for an NTP issued as of the date of this Addendum**. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

ROOSEVELT MIDDLE SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Roosevelt MS	\$809,609	\$218,063	\$8,977	\$1,036,649

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Roosevelt MS	\$4,409	\$155,587	\$907	\$32,010	\$187,597

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values			
Roosevelt MS		\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)		\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)		\$ -	0.0%
Construction			
NTP		\$ 17,811	1.7%
Payment & Performance Bonds		\$ 9,715	0.9%
Mobilization, Site Demolition		\$ 24,288	2.3%
Proj. Mgmt, Constr. Mgmt, Admin		\$ 57,482	5.5%
PV Equipment Procurement		\$ 208,879	20.1%
Inverters		\$ 47,767	4.6%
Racking / Structural Steel Procurement		\$ 71,246	6.9%
PV & Electrical Install		\$ 257,456	24.8%
Fencing		\$ 4,858	0.5%
Trenching		\$ 8,096	0.8%
Roof Stanchions / Supports		\$ 19,431	1.9%
Equipment Pad installation, Asphalt, Concrete		\$ 12,954	1.2%
Warranties		\$ 33,194	3.2%
Commissioning		\$ 4,048	0.4%
Punch List / Final Acceptance		\$ 21,050	2.0%
Inspections & Gear Certification		\$ 8,096	0.8%
Permit Allowance		\$ 3,238	0.3%
Roof Replacement		\$ 218,063	21.0%
Electrical Service Upgrade		\$ 8,977	0.9%
	Construction Subtotal	\$ 1,036,649	100.0%
TOTAL		\$ 1,036,649	

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Roosevelt - 11089_1_ISSUE-FOR-DSA_5-3-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

SunPower Corporation, Systems

Date: Nov 7, 2013

Date: NOVEMBER 6, 2013

By: 

By: 

Print Name: _____

Print Name: Jeffrey Dasovich

Print Title: David Kakishiba
President, Board of Education

Print Title: VP U&C AMERICAS SALES



Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: GA

ATTACHMENT "1"
BASELINE SCHEDULE

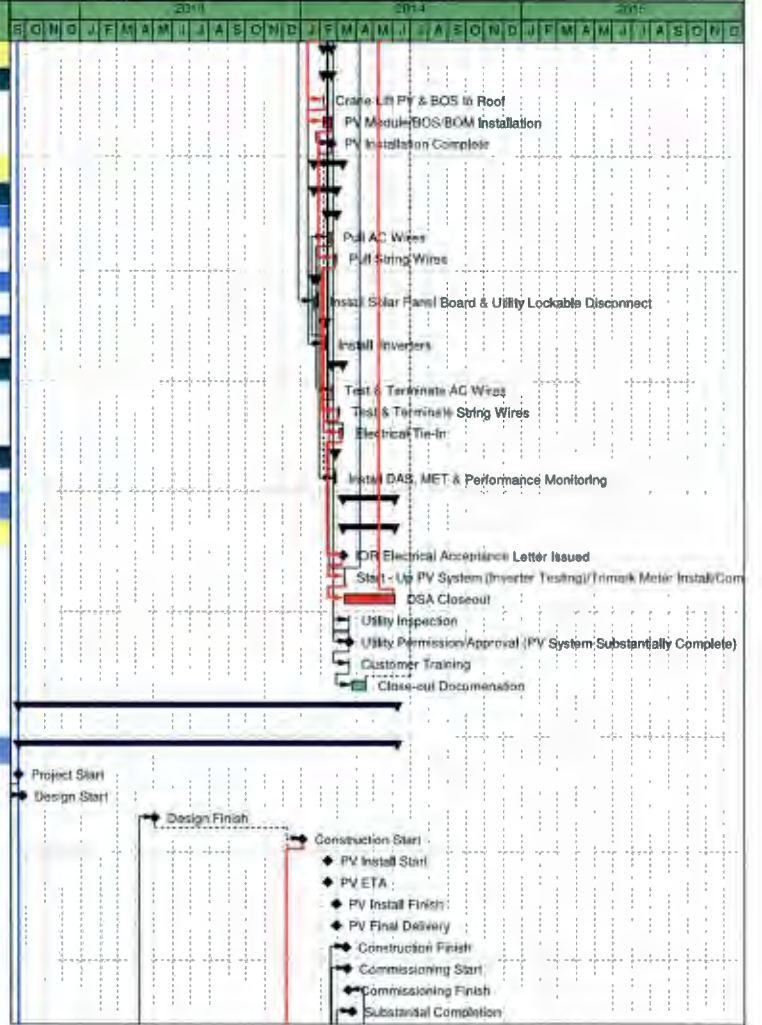
tbl

Oakland USD Group 1

Draft Baseline Schedule

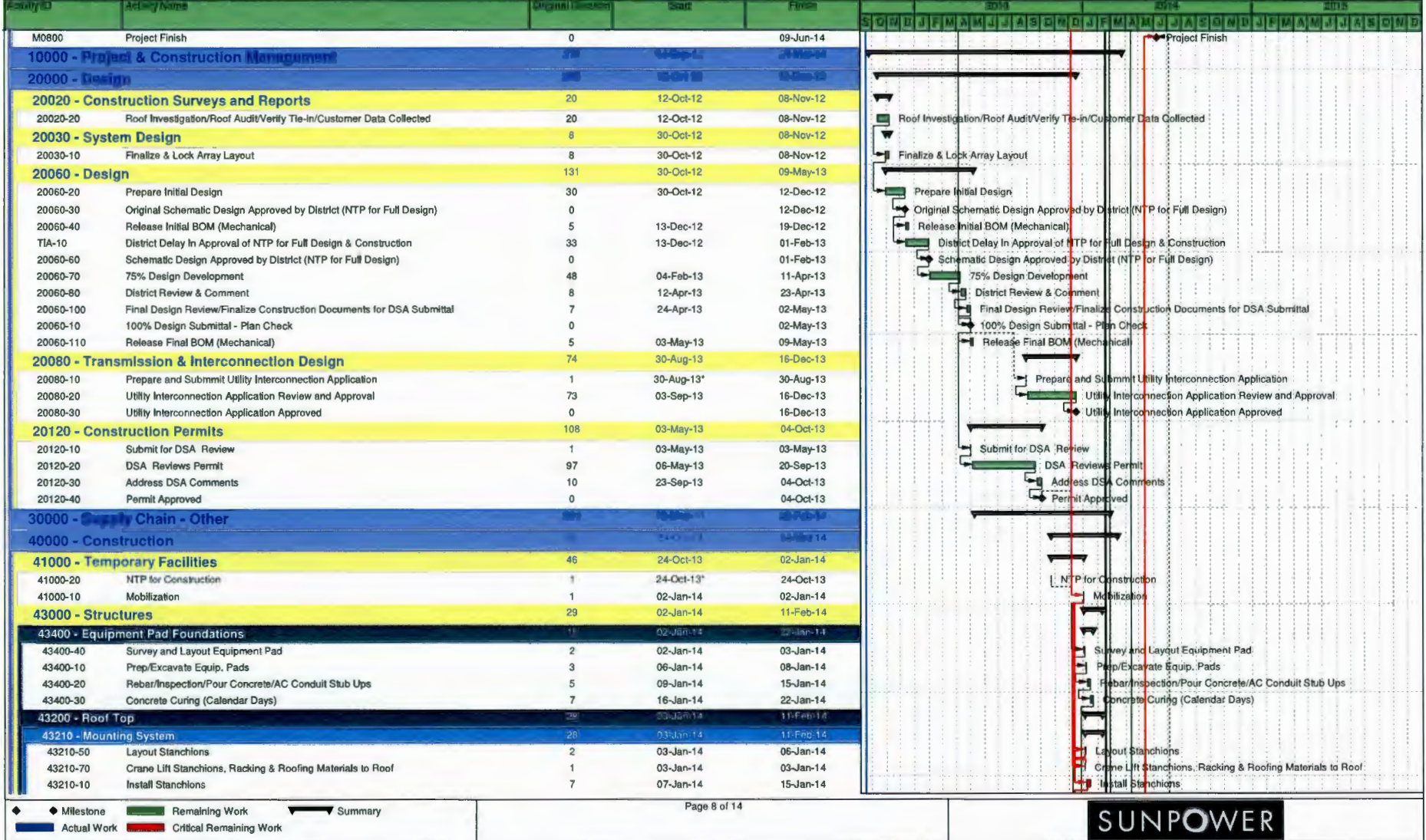
13-Sep-13 14:59

Activity ID	Activity Name	Original Duration	Start	Finish
44000 - PV		10	07-Feb-14	21-Feb-14
44010 - PV Installation		10	07-Feb-14	21-Feb-14
44010-40	Crane Lift PV & BOS to Roof	1	07-Feb-14	07-Feb-14
44010-50	PV Module/BOS/BOM Installation	10	07-Feb-14	21-Feb-14
44010-60	PV Installation Complete	0		21-Feb-14
45000 - Electrical		33	22-Jan-14	11-Mar-14
45030 - Electrical Equipment		28	22-Jan-14	28-Feb-14
45031 - Wire		12	12-Feb-14	28-Feb-14
45031-30	Pull AC Wires	5	12-Feb-14	19-Feb-14
45031-10	Pull String Wires	5	24-Feb-14	28-Feb-14
45032 - DC Disconnects		3	22-Jan-14	27-Jan-14
45032-10	Install Solar Panel Board & Utility Lockable Disconnect	3	22-Jan-14	27-Jan-14
45033 - Inverters		3	07-Feb-14	11-Feb-14
45033-10	Install Inverters	3	07-Feb-14	11-Feb-14
45100 - Interconnection		14	20-Feb-14	11-Mar-14
45100-20	Test & Terminate AC Wires	2	20-Feb-14	21-Feb-14
45100-30	Test & Terminate String Wires	2	03-Mar-14	04-Mar-14
45100-10	Electrical Tie-In	5	05-Mar-14	11-Mar-14
45110 - SCADA		3	24-Feb-14	26-Feb-14
45110-10	Install DAS, MET & Performance Monitoring	3	24-Feb-14	26-Feb-14
50000 - Commissioning				
51000 - Commissioning		60	11-Mar-14	04-Jun-14
51000-30	IOR Electrical Acceptance Letter Issued	0		11-Mar-14
51000-100	Start - Up PV System (Inverter Testing)/Trimeter Meter Install/Commissioning	2	12-Mar-14	13-Mar-14
51000-110	DSA Closeout	60	12-Mar-14	04-Jun-14
51000-20	Utility Inspection	1	20-Mar-14	20-Mar-14
51000-50	Utility Permission/Approval (PV System Substantially Complete)	0		20-Mar-14
51000-80	Customer Training	1	21-Mar-14	21-Mar-14
51000-90	Close-out Documentation	20	24-Mar-14	18-Apr-14
11089 - Roosevelt MS (126 kw) - RMR		433	18-Sep-12	09-Jun-14
Project Milestones				
M0100	Project Start	0	18-Sep-12	
M0200	Design Start	0	24-Sep-12	
M0300	Design Finish	0		02-May-13
M0400	Construction Start	0	02-Jan-14*	
M1200	PV Install Start	0	12-Feb-14	
M1000	PV ETA	0	12-Feb-14	
M1300	PV Install Finish	0		26-Feb-14
M1100	PV Final Delivery	0		26-Feb-14
M0500	Construction Finish	0		14-Mar-14
M0600	Commissioning Start	0	17-Mar-14	
M0700	Commissioning Finish	0		18-Mar-14
M0900	Substantial Completion	0		25-Mar-14



◆ Milestone ■ Remaining Work ← Summary
 ■ Actual Work ■ Critical Remaining Work





◆ Milestone ■ Remaining Work ⇨ Summary
 ■ Actual Work ■ Critical Remaining Work



File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2385
 Enactment Date: 11/6/13
 By: ok

SANKOFA ACADEMY ELEMENTARY SCHOOL

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 17
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION
 SANKOFA ACADEMY ELEMENTARY SCHOOL**

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

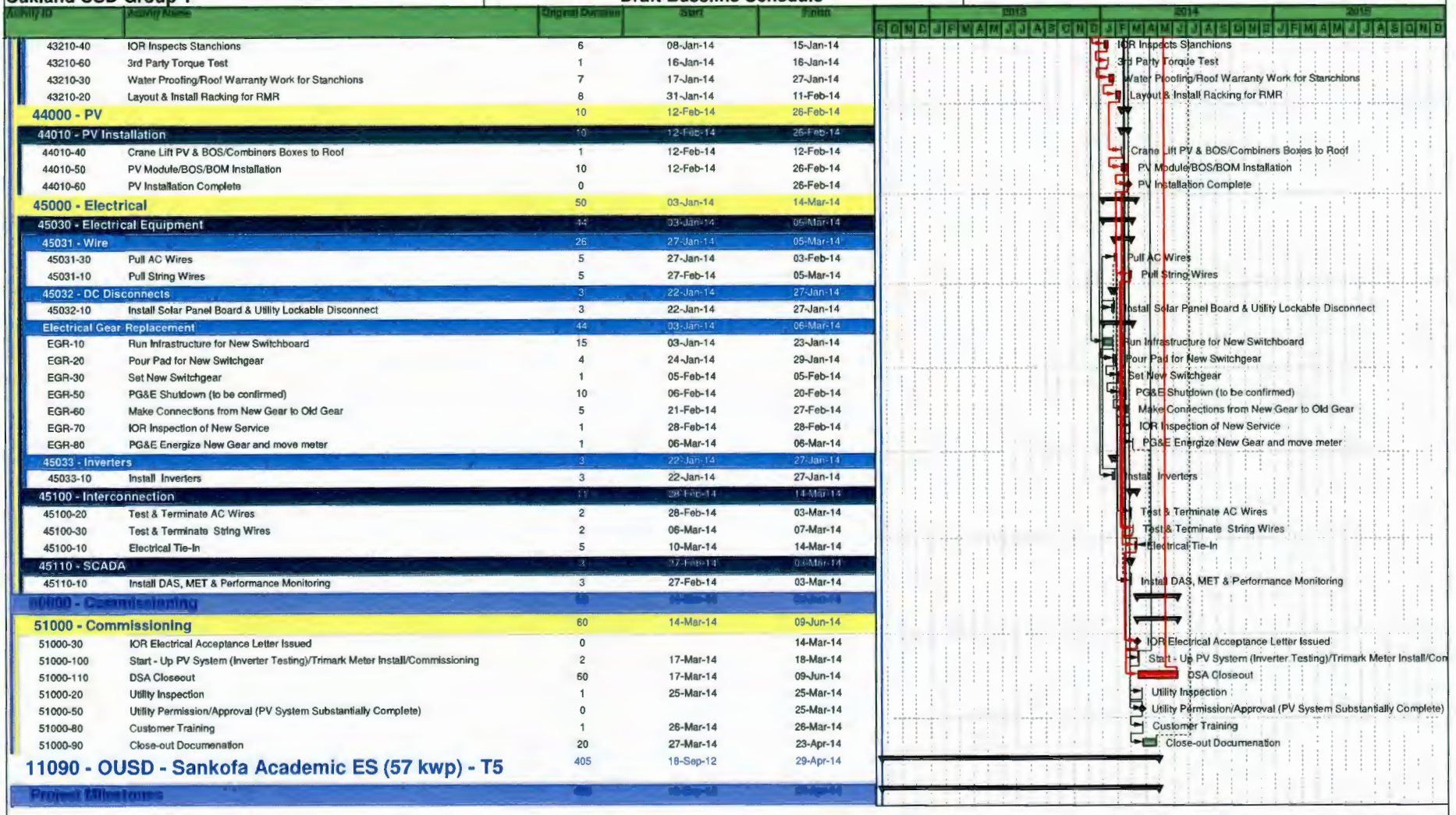
Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Sankofa Academy ES	57.23	Roof	86,131

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE), adjusted for an NTP issued as of the date of this Addendum**. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:



SANKOFA ACADEMY ELEMENTARY SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Sankofa Academy ES	\$436,208	\$0	\$0	\$436,208

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Sankofa Academy ES	\$4,173	\$147,247	\$663	\$23,401	\$170,648

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values		
	\$ Value	% of This NTP
Sankofa Academy ES		
Design Development (NOT PART OF THIS NTP)	\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)	\$ -	0.0%
Construction		
NTP	\$ 9,597	2.2%
Payment & Performance Bonds	\$ 5,234	1.2%
Mobilization, Site Demolition	\$ 13,086	3.0%
Proj. Mgmt, Constr. Mgmt, Admin	\$ 30,971	7.1%
PV Equipment Procurement	\$ 112,542	25.8%
Inverters	\$ 25,736	5.9%
Racking / Structural Steel Procurement	\$ 38,386	8.8%
PV & Electrical Install	\$ 138,714	31.8%
Fencing	\$ 2,617	0.6%
Trenching	\$ 4,362	1.0%
Roof Stanchions / Supports	\$ 10,469	2.4%
Equipment Pad installation, Asphalt, Concrete	\$ 6,979	1.6%
Warranties	\$ 17,885	4.1%
Commissioning	\$ 2,181	0.5%
Punch List / Final Acceptance	\$ 11,341	2.6%
Inspections & Gear Certification	\$ 4,362	1.0%
Permit Allowance	\$ 1,745	0.4%
Roof Replacement	\$ -	0.0%
Electrical Service Upgrade	\$ -	0.0%
Construction Subtotal	\$ 436,208	100.0%
TOTAL	\$ 436,208	

SANKOFA ACADEMY ELEMENTARY SCHOOL

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Sankofa - 11090_1_ISSUE-FOR-DSA_5-3-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

Date: Nov 7, 20 13

By: 

Print Name: _____

Print Title: _____

David Kakishiba
President, Board of Education



Gary Yee, Ed.D.
Secretary, Board of Education

SunPower Corporation, Systems

Date: NOVEMBER 6, 20 13

By: 

Print Name: Jeffrey Dasovich

Print Title: VP U.S. AMERICAS SALES

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: 02

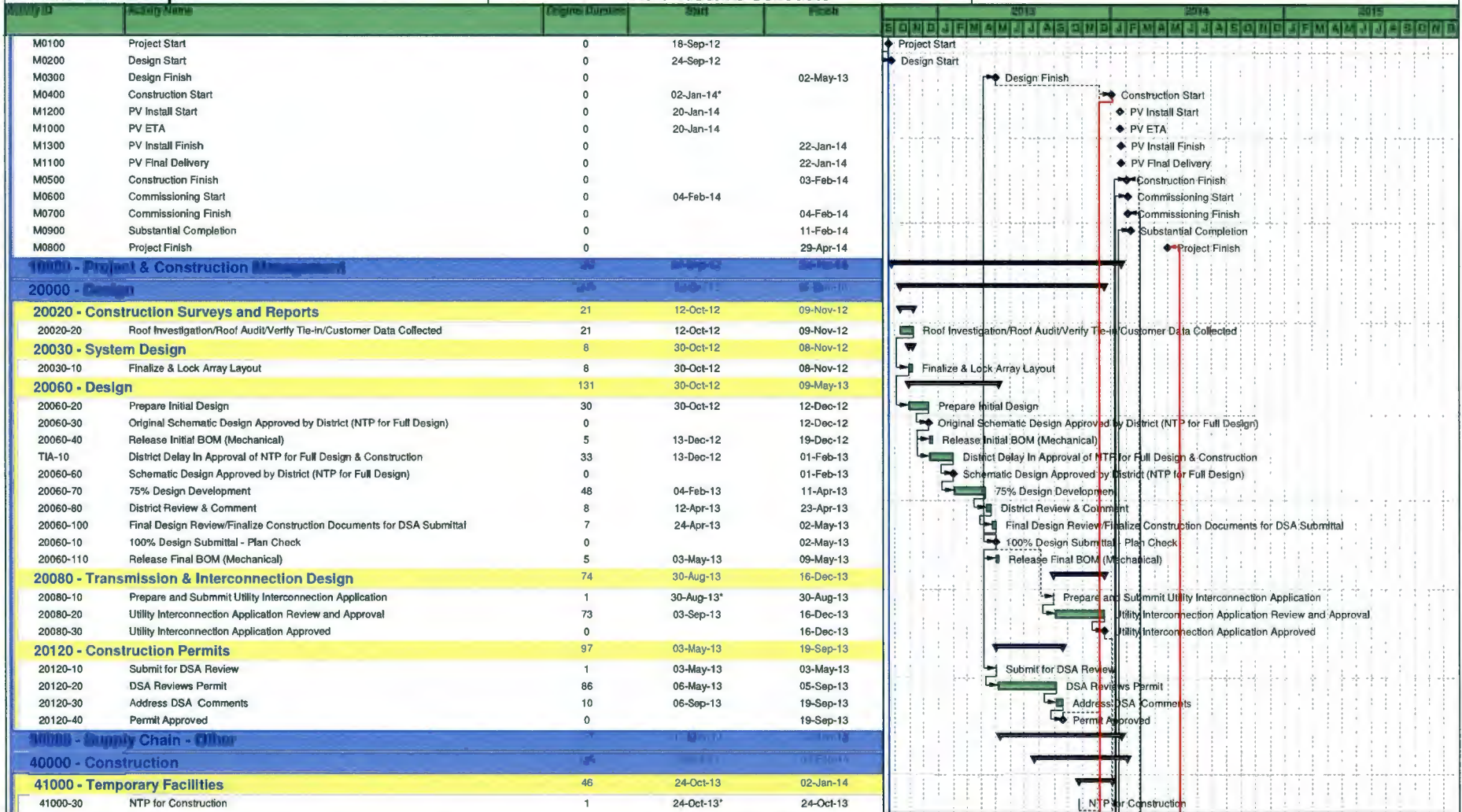
SANKOFA ACADEMY ELEMENTARY SCHOOL

ATTACHMENT "1"
BASELINE SCHEDULE

Oakland USD Group 1

Draft Baseline Schedule

13-Sep-13 14:59



◆ Milestone ■ Remaining Work — Summary
 ■ Actual Work ■ Critical Remaining Work



File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2285
 Enactment Date: 11/6/13
 By: OX

NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 18
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION

SKYLINE HIGH SCHOOL

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Skyline HS	452.57	Roof/Parking	580,077

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE)**, adjusted for an NTP issued as of the date of this Addendum. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

SKYLINE HIGH SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Skyline HS	\$3,212,958	\$218,566	\$24,789	\$3,456,313

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Skyline HS	\$8,387	\$295,958	\$2,435	\$85,921	\$381,880

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values			
Skyline HS		\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)	\$	-	0.0%
Detailed Design (NOT PART OF THIS NTP)	\$	-	0.0%
Construction			
NTP	\$	70,685	2.0%
Payment & Performance Bonds	\$	38,555	1.1%
Mobilization, Site Demolition	\$	96,389	2.8%
Proj. Mgmt, Constr. Mgmt, Admin	\$	228,120	6.6%
PV Equipment Procurement	\$	828,943	24.0%
Inverters	\$	189,565	5.5%
Racking / Structural Steel Procurement	\$	282,740	8.2%
PV & Electrical Install	\$	1,021,721	29.6%
Fencing	\$	19,278	0.6%
Trenching	\$	32,130	0.9%
Roof Stanchions / Supports	\$	77,111	2.2%
Equipment Pad installation, Asphalt, Concrete	\$	51,407	1.5%
Warranties	\$	131,731	3.8%
Commissioning	\$	16,065	0.5%
Punch List / Final Acceptance	\$	83,537	2.4%
Inspections & Gear Certification	\$	32,130	0.9%
Permit Allowance	\$	12,852	0.4%
Roof Replacement	\$	218,566	6.3%
Electrical Service Upgrade	\$	24,789	0.7%
	Construction Subtotal	\$ 3,456,313	100.0%
TOTAL		\$ 3,456,313	

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Skyline - 11091_1_ISSUE-FOR-DSA_6-26-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

SunPower Corporation, Systems

Date: Nov 7, 2013

Date: NOVEMBER 6, 2013

By: _____

By: [Signature]

Print Name: _____

Print Name: Jeffrey Dasovich

Print Title: _____

Print Title: VP UTC AMERICAS SALES

[Signature]
David Kakishiba
President, Board of Education

[Signature]
Gary Yee, Ed.D.
Secretary, Board of Education

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: [Signature]

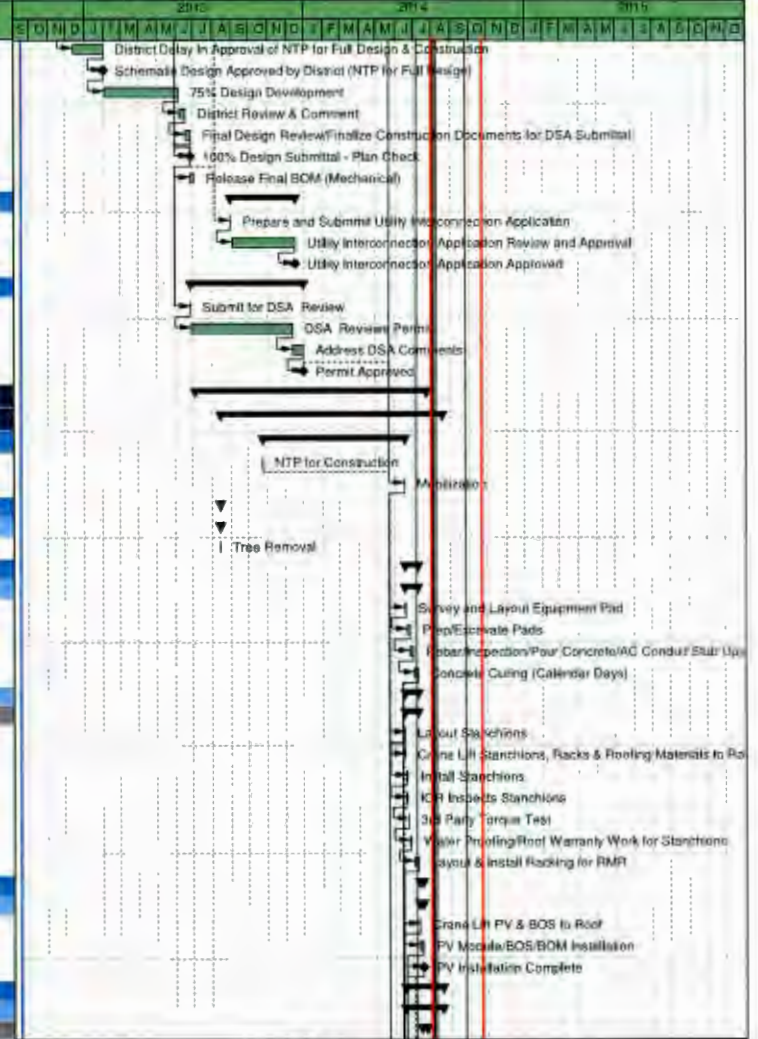
ATTACHMENT "1"
BASELINE SCHEDULE

Oakland USD Group 3B

Draft Baseline Schedule

13-Sep-13 15:18

Activity ID	Activity Name	Original Duration	Start	Finish
T16-40	District Delay in Approval of NTP for Full Design & Construction	33	13-Dec-12	01-Feb-13
20060-410	Schematic Design Approved by District (NTP for Full Design)	0		01-Feb-13
20060-400	75% Design Development	87	04-Feb-13	06-Jun-13
20060-430	District Review & Comment	7	07-Jun-13	17-Jun-13
20060-420	Final Design Review/Finalize Construction Documents for DSA Submittal	6	18-Jun-13	25-Jun-13
20060-440	100% Design Submittal - Plan Check	0		25-Jun-13
20060-450	Release Final BOM (Mechanical)	5	26-Jun-13	02-Jul-13
20080 - Transmission & Interconnection Design				
20080-190	Prepare and Submit Utility Interconnection Application	8	30-Aug-13*	30-Aug-13
20080-200	Utility Interconnection Application Review and Approval	73	03-Sep-13	16-Dec-13
20080-210	Utility Interconnection Application Approved	0		16-Dec-13
20120 - Construction Permits				
20120-250	Submit for DSA Review	1	26-Jun-13	26-Jun-13
20120-260	DSA Reviews Permit	117	27-Jun-13	12-Dec-13
20120-280	Address DSA Comments	10	13-Dec-13	30-Dec-13
20120-270	Permit Approved	0		30-Dec-13
30000 - Supply Chain - Other				
40000 - Construction				
41000 - Temporary Facilities				
41000-80	NTP for Construction	1	24-Oct-13*	24-Oct-13
41000-70	Mobilization	1	16-Jun-14	16-Jun-14
42000 - Civil Work				
42020 - Site Demolition				
42020-10	Tree Removal	1	14-Aug-13*	14-Aug-13
43000 - Structures				
43400 - Equipment Pad Foundations				
43400-130	Survey and Layout Equipment Pad	3	17-Jun-14	19-Jun-14
43400-150	Prep/Excavate Pads	3	20-Jun-14	24-Jun-14
43400-140	Rebar/Inspection/Pour Concrete/AC Conduit Stub Ups	5	25-Jun-14	01-Jul-14
43400-160	Concrete Curing (Calendar Days)	7	02-Jul-14	08-Jul-14
43200 - Roof Top		18	17-Jun-14	30-Jul-14
43210 - Mounting System				
43210-190	Layout Stanchions	1	17-Jun-14	17-Jun-14
43210-220	Crane Lift Stanchions, Racks & Roofing Materials to Roof	1	17-Jun-14	17-Jun-14
43210-170	Install Stanchions	3	18-Jun-14	20-Jun-14
43210-200	IOR Inspects Stanchions	2	19-Jun-14	20-Jun-14
43210-210	3rd Party Torque Test	1	23-Jun-14	23-Jun-14
43210-160	Water Proofing/Roof Warranty Work for Stanchions	4	24-Jun-14	27-Jun-14
43210-180	Layout & Install Racking for RMR	4	03-Jul-14	09-Jul-14
44000 - PV				
44010 - PV Installation				
44010-140	Crane Lift PV & BOS to Roof	1	10-Jul-14	10-Jul-14
44010-150	PV Module/BOS/BOM Installation	5	10-Jul-14	16-Jul-14
44010-160	PV Installation Complete	0		16-Jul-14
45000 - Electrical				
45030 - Electrical Equipment				
45031 - Wire		7	15-Jul-14	21-Jul-14



◆ Milestone
 ■ Remaining Work
 ▬ Summary
■ Actual Work
 ■ Critical Remaining Work



File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2385
 Enactment Date: 11/6/13
 By: o/s

WESTLAKE MIDDLE SCHOOL

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 19
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION**

WESTLAKE MIDDLE SCHOOL

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Westlake MS	120.34	Roof	176,528

- **A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.**

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE), adjusted for an NTP issued as of the date of this Addendum.** All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

WESTLAKE MIDDLE SCHOOL

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Westlake MS	\$703,258	\$279,824	\$0	\$983,082

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Westlake MS	\$4,478	\$158,026	\$765	\$26,995	\$185,021

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values		
Westlake MS	\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)	\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)	\$ -	0.0%
Construction		
NTP	\$ 15,472	1.6%
Payment & Performance Bonds	\$ 8,439	0.9%
Mobilization, Site Demolition	\$ 21,098	2.1%
Proj. Mgmt, Constr. Mgmt, Admin	\$ 49,931	5.1%
PV Equipment Procurement	\$ 181,441	18.5%
Inverters	\$ 41,492	4.2%
Racking / Structural Steel Procurement	\$ 61,887	6.3%
PV & Electrical Install	\$ 223,636	22.7%
Fencing	\$ 4,220	0.4%
Trenching	\$ 7,033	0.7%
Roof Stanchions / Supports	\$ 16,878	1.7%
Equipment Pad installation, Asphalt, Concrete	\$ 11,252	1.1%
Warranties	\$ 28,834	2.9%
Commissioning	\$ 3,516	0.4%
Punch List / Final Acceptance	\$ 18,285	1.9%
Inspections & Gear Certification	\$ 7,033	0.7%
Permit Allowance	\$ 2,813	0.3%
Roof Replacement	\$ 279,824	28.5%
Electrical Service Upgrade	\$ -	0.0%
Construction Subtotal	\$ 983,082	100.0%
TOTAL	\$ 983,082	

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Westlake - 11092_1_ISSUE-FOR-DSA_5-3-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

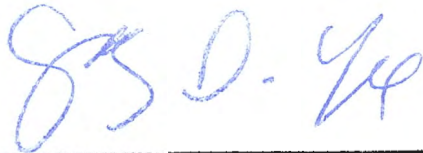
IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

Date: Nov 7, 2013

By: 
Print Name: _____

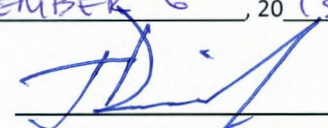
David Kakishiba
President, Board of Education




Gary Yee, Ed.D.
Secretary, Board of Education

SunPower Corporation, Systems

Date: NOVEMBER 6, 2013

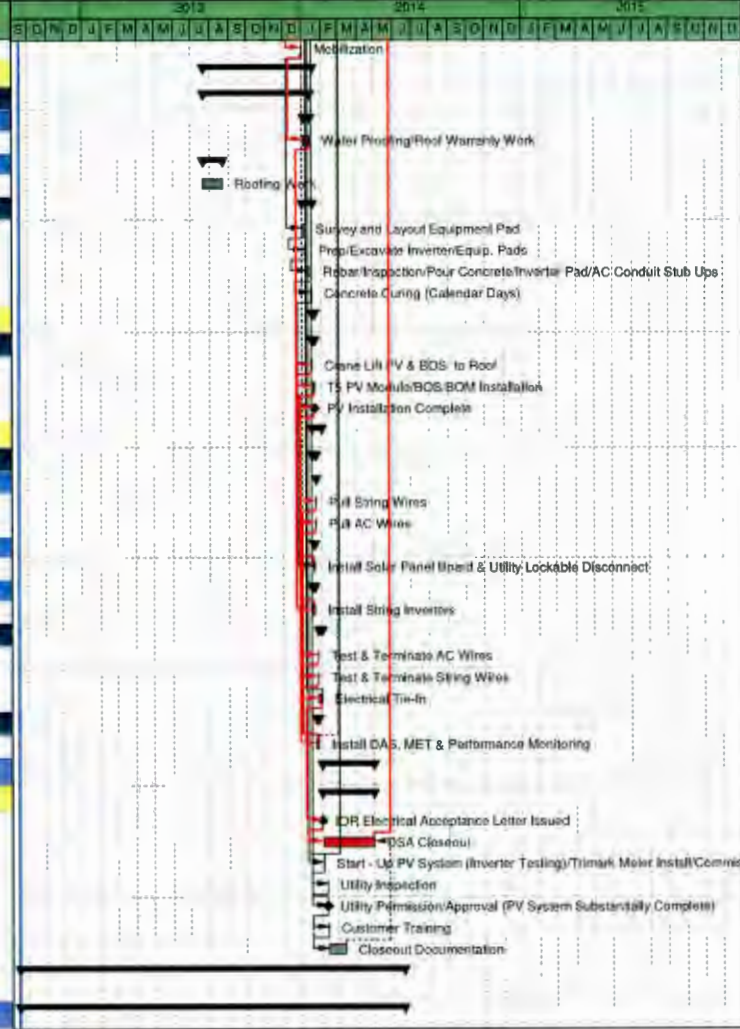
By: 
Print Name: Jeffrey Dasovich

Print Title: VP UTC AMERICAS SALES

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: 

ATTACHMENT "1"
BASELINE SCHEDULE

Activity ID	Activity Name	Original Duration	Start	Finish
41000-20	Mobilization	1	02-Jan-14	02-Jan-14
43000 - Structures		124	22-Jul-13	18-Jan-14
43200 - Roof Top		130	22-Jul-13	13-Jan-14
43210 - Mounting System		7	03-Jan-14	12-Jan-14
43210-10	Water Proofing/Roof Warranty Work	7	03-Jan-14	13-Jan-14
43220 - Roof Work		25	22-Jul-13	23-Aug-13
43220-10	Roofing Work	25	22-Jul-13*	23-Aug-13
43400 - Inverter/Equipment Pad Foundations		12	02-Jan-14	16-Jan-14
43400-40	Survey and Layout Equipment Pad	2	02-Jan-14	03-Jan-14
43400-10	Prep/Excavate Inverter/Equip. Pads	3	06-Jan-14	08-Jan-14
43400-20	Rebar/Inspection/Pour Concrete/Inverter Pad/AC Conduit Stub Ups	5	09-Jan-14	15-Jan-14
43400-30	Concrete Curing (Calendar Days)	3	16-Jan-14	18-Jan-14
44000 - PV		4	17-Jan-14	22-Jan-14
44010 - PV Installation		4	17-Jan-14	22-Jan-14
44010-40	Crane Lift PV & BOS to Roof	1	17-Jan-14	17-Jan-14
44010-50	T5 PV Module/BOS/BOM Installation	3	20-Jan-14	22-Jan-14
44010-60	PV Installation Complete	0		22-Jan-14
45000 - Electrical		12	17-Jan-14	03-Feb-14
45030 - Electrical Equipment		6	17-Jan-14	24-Jan-14
45031 - Wires		2	23-Jan-14	24-Jan-14
45031-10	Pull String Wires	2	23-Jan-14	24-Jan-14
45031-30	Pull AC Wires	2	23-Jan-14	24-Jan-14
45032 - DC Disconnects		3	20-Jan-14	22-Jan-14
45032-10	Install Solar Panel Board & Utility Lockable Disconnect	3	20-Jan-14	22-Jan-14
45033 - Inverters		4	17-Jan-14	22-Jan-14
45033-10	Install String Inverters	4	17-Jan-14	22-Jan-14
45100 - Interconnection		6	27-Jan-14	03-Feb-14
45100-20	Test & Terminate AC Wires	1	27-Jan-14	27-Jan-14
45100-40	Test & Terminate String Wires	1	27-Jan-14	27-Jan-14
45100-10	Electrical Tie-In	5	28-Jan-14	03-Feb-14
45110 - SCADA		3	23-Jan-14	27-Jan-14
45110-10	Install DAS, MET & Performance Monitoring	3	23-Jan-14	27-Jan-14
50000 - Commissioning		60	03-Feb-14	25-Apr-14
51000-30	IOR Electrical Acceptance Letter Issued	0		03-Feb-14
51000-90	DSA Closeout	60	04-Feb-14	29-Apr-14
51000-100	Start - Up PV System (Inverter Testing)/Trimark Meter Install/Commissioning	1	04-Feb-14	04-Feb-14
51000-20	Utility Inspection	1	11-Feb-14	11-Feb-14
51000-50	Utility Permission/Approval (PV System Substantially Complete)	0		11-Feb-14
51000-140	Customer Training	1	12-Feb-14	12-Feb-14
51000-70	Closeout Documentation	20	13-Feb-14	13-Mar-14
11092 - Westlake MS - (120 kwp) - RMR		440	18-Sep-12	18-Jun-14



Project Milestones

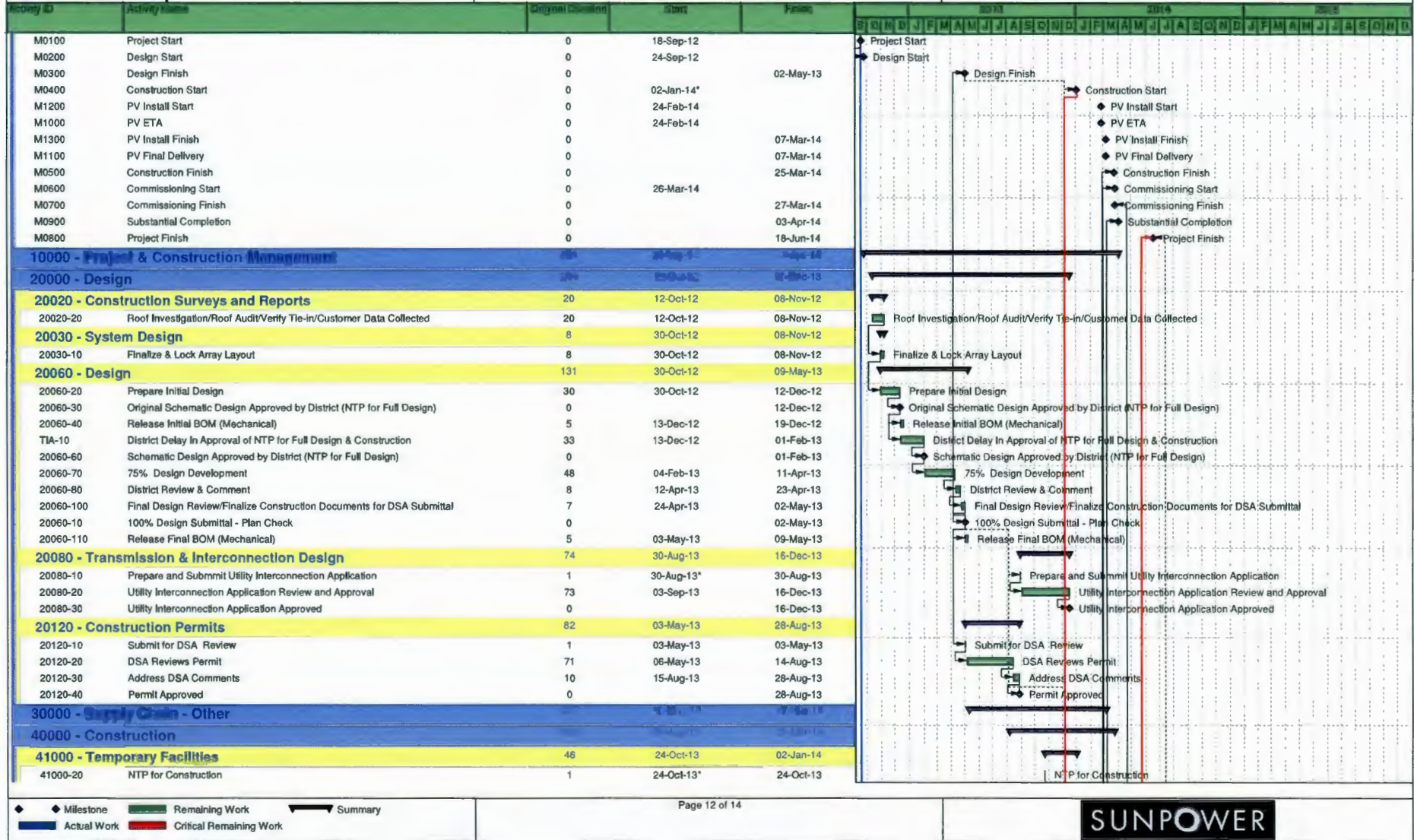
- ◆ Milestone
- Remaining Work
- ▬ Summary
- Actual Work
- Critical Remaining Work



Oakland USD Group 1

Draft Baseline Schedule

13-Sep-13 14:59

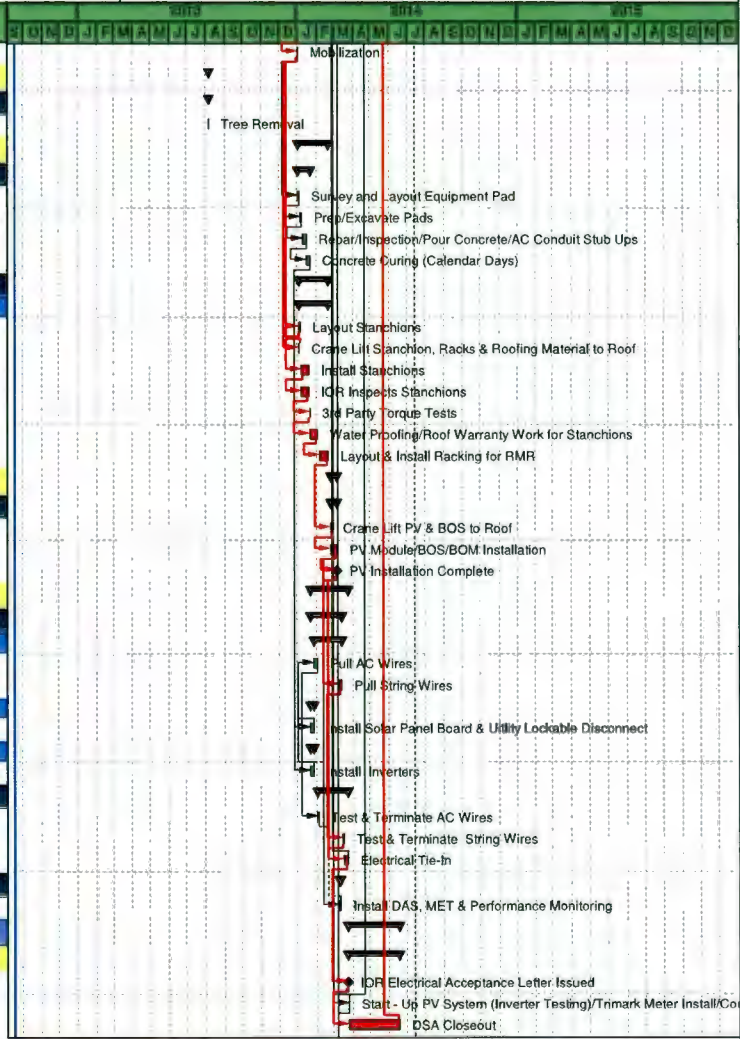


Oakland USD Group 1

Draft Baseline Schedule

13-Sep-13 14:59

Activity ID	Activity Name	Original Duration	Start	Finish	2013	2014	2015
					S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D	S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D	S O N D J F M A M J J A S O N D J F M A M J J A S O N D
41000-10	Mobilization	1	02-Jan-14	02-Jan-14			
42000 - Civil Work		1	06-Aug-13	06-Aug-13			
42020 - Site Demolition		1	06-Aug-13	06-Aug-13			
42020-10	Tree Removal	1	06-Aug-13	06-Aug-13			
43000 - Structures		36	02-Jan-14	21-Feb-14			
43400 - Electrical Equipment Foundation		15	02-Jan-14	22-Jan-14			
43400-40	Survey and Layout Equipment Pad	2	02-Jan-14	03-Jan-14			
43400-10	Prep/Excavate Pads	3	06-Jan-14	08-Jan-14			
43400-20	Rebar/Inspection/Pour Concrete/AC Conduit Stub Ups	5	09-Jan-14	15-Jan-14			
43400-30	Concrete Curing (Calendar Days)	7	16-Jan-14	22-Jan-14			
43200 - Roof Top		35	03-Jan-14	21-Feb-14			
43210 - Mounting System		35	03-Jan-14	21-Feb-14			
43210-50	Layout Stanchions	2	03-Jan-14	06-Jan-14			
43210-70	Crane Lift Stanchion, Racks & Roofing Material to Roof	1	03-Jan-14	03-Jan-14			
43210-10	Install Stanchions	10	07-Jan-14	20-Jan-14			
43210-30	IOR Inspects Stanchions	9	08-Jan-14	20-Jan-14			
43210-60	3rd Party Torque Tests	1	21-Jan-14	21-Jan-14			
43210-40	Water Proofing/Roof Warranty Work for Stanchions	9	22-Jan-14	03-Feb-14			
43210-20	Layout & Install Racking for RMR	10	07-Feb-14	21-Feb-14			
44000 - PV		10	24-Feb-14	07-Mar-14			
44010 - PV Installation		10	24-Feb-14	07-Mar-14			
44010-40	Crane Lift PV & BOS to Roof	1	24-Feb-14	24-Feb-14			
44010-50	PV Module/BOS/BOM Installation	10	24-Feb-14	07-Mar-14			
44010-60	PV Installation Complete	0		07-Mar-14			
45000 - Electrical		43	22-Jan-14	25-Mar-14			
45030 - Electrical Equipment		30	22-Jan-14	14-Mar-14			
45031 - Wire		33	27-Jan-14	14-Mar-14			
45031-30	Pull AC Wires	5	27-Jan-14	03-Feb-14			
45031-10	Pull String Wires	5	10-Mar-14	14-Mar-14			
45032 - Disconnects		3	22-Jan-14	27-Jan-14			
45032-10	Install Solar Panel Board & Utility Lockable Disconnect	3	22-Jan-14	27-Jan-14			
45033 - Inverters		3	22-Jan-14	27-Jan-14			
45033-10	Install Inverters	3	22-Jan-14	27-Jan-14			
45100 - Interconnection		25	03-Feb-14	25-Mar-14			
45100-20	Test & Terminate AC Wires	2	03-Feb-14	05-Feb-14			
45100-30	Test & Terminate String Wires	2	17-Mar-14	18-Mar-14			
45100-10	Electrical Tie-In	5	19-Mar-14	25-Mar-14			
45110 - SCADA		3	10-Mar-14	12-Mar-14			
45110-10	Install DAS, MET & Performance Monitoring	3	10-Mar-14	12-Mar-14			
50000 - Commissioning		60	25-Mar-14	18-Jun-14			
51000 - Commissioning		60	25-Mar-14	18-Jun-14			
51000-30	IOR Electrical Acceptance Letter Issued	0		25-Mar-14			
51000-100	Start - Up PV System (Inverter Testing)/Trimark Meter Install/Commissioning	2	26-Mar-14	27-Mar-14			
51000-110	DSA Closeout	60	26-Mar-14	18-Jun-14			



◆ Milestone ▼ Summary
 ■ Actual Work ■ Critical Remaining Work



File ID Number: 13-2507
 Introduction Date: 11/6/13
 Enactment Number: 13-2385
 Enactment Date: 11/6/13
 By: OL

MADISON MIDDLE SCHOOL (MADISON PARK UPPER CAMPUS)

**NOTICE TO PROCEED AND PROJECT ADDENDUM NO. 20
 TO
 AGREEMENT FOR DESIGN AND CONSTRUCTION**

MADISON MIDDLE SCHOOL (MADISON PARK UPPER CAMPUS)

This Notice to Proceed and Project Addendum to Agreement for Design and Construction ("Addendum") is made as of **November 7, 2013** and forms a part of the Agreement for Design and Construction between **Oakland Unified School District**, a California public school district ("District") and **SunPower Corporation, Systems** ("Designer/Builder") (collectively "Parties") which is dated **September 13, 2012** ("Agreement").

1. In conjunction with Addendum No. 4 to the Agreement which approved a revised Contract Price and other pricing authorizations, the Parties agree that the Designer/Builder is authorized to perform the work in this Addendum.
2. **Notice to Proceed.** Designer/Builder is directed to proceed with its performance of the Services pursuant to the Agreement, and as more specifically indicated herein.
3. **Addendum to Agreement.** The Agreement is modified as follows:

Agreement. Section 1 of the Agreement is **modified** to include the following:

For the amounts indicated in the Agreement and herein, the Designer/Builder shall perform the following services:

The engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems required in the Agreement after DSA approval, including roofing upgrades/replacements and electrical equipment upgrades, plus O&M and Performance Guarantee services, for the following sites, as indicated in the Agreement:

Site	System Size (kWp)	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Madison MS (Madison Park Upper Campus)	180.50	Roof	260,448

- A data acquisition system with monitoring capability with password-protected internet access via SunPowerMonitor.com.

All as further described in the Agreement and Exhibits, all Previous Addenda, and this Addendum ("Project").

Exhibit "C" (SCHEDULE): The Parties agree that the Contract Time and the schedule to perform the Work for the site that is the subject of this Notice to Proceed, shall be as indicated in the attached **ATTACHMENT "1" (BASELINE SCHEDULE)**, adjusted for an NTP issued as of the date of this Addendum. All references to "Substantial Completion" or "Substantially Complete" shall mean Completion pursuant to the Agreement.

Exhibit "D" (CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE): Of the site-specific charges indicated in Addendum No. 4 for the site that is the subject of this Addendum, a portion of that work has already been performed pursuant to Previous Addenda. The capital charges for the remaining work to be performed pursuant to this current Addendum are as follows:

MADISON MIDDLE SCHOOL (MADISON PARK UPPER CAMPUS)

Site	Construction Costs	Roof Upgrade Costs	Electrical Service Upgrades	Total Capital Charge Costs
Madison MS (Madison Park Upper Campus)	\$868,314	\$352,406	\$0	\$1,220,720

The service costs for the work to be performed pursuant to this current Addendum are as follows:

Site	1st Year O&M Cost (escalating 2.75%/yr)	25-Year O&M Costs	1 st Year Performance Guarantee Cost (escalating 2.75%/yr)	25-Year Performance Guarantee Costs	Total Service Costs
Madison MS (Madison Park Upper Campus)	\$5,191	\$183,171	\$1,183	\$41,750	\$224,921

Exhibit "E" (SCHEDULE OF VALUES): Add the following to indicate the Schedule of Values for Designer/Builder's performance of the Project indicated in this Addendum:

Schedule of Values		
Madison MS (Madison Park Upper Campus)	\$ Value	% of This NTP
Design Development (NOT PART OF THIS NTP)	\$ -	0.0%
Detailed Design (NOT PART OF THIS NTP)	\$ -	0.0%
Construction		
NTP	\$ 19,103	1.6%
Payment & Performance Bonds	\$ 10,420	0.9%
Mobilization, Site Demolition	\$ 26,049	2.1%
Proj. Mgmt, Constr. Mgmt, Admin	\$ 61,650	5.1%
PV Equipment Procurement	\$ 224,025	18.4%
Inverters	\$ 51,231	4.2%
Racking / Structural Steel Procurement	\$ 76,412	6.3%
PV & Electrical Install	\$ 276,124	22.6%
Fencing	\$ 5,210	0.4%
Trenching	\$ 8,683	0.7%
Roof Stanchions / Supports	\$ 20,840	1.7%
Equipment Pad installation, Asphalt, Concrete	\$ 13,893	1.1%
Warranties	\$ 35,601	2.9%
Commissioning	\$ 4,342	0.4%
Punch List / Final Acceptance	\$ 22,576	1.8%
Inspections & Gear Certification	\$ 8,683	0.7%
Permit Allowance	\$ 3,473	0.3%
Roof Replacement	\$ 352,406	28.9%
Electrical Service Upgrade	\$ -	0.0%
Construction Subtotal	\$ 1,220,720	100.0%
TOTAL	\$ 1,220,720	

MADISON MIDDLE SCHOOL (MADISON PARK UPPER CAMPUS)

Exhibit "G" (LIST OF PLANS AND SPECIFICATIONS FOR SCHOOL SITES): Attached hereto is the current list of Plans, Specifications and Drawings for the School Site(s) of this Addendum.

- Madison - 11108_1_ISSUE-FOR-DSA_5-29-13.pdf

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement and all previous approved Addenda shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the date(s) indicated below.

Oakland Unified School District

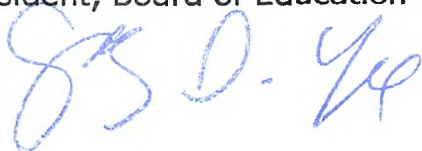
Date: Nov. 7, 2013

By: 

Print Name: _____

Print Title: _____

David Kakishiba
President, Board of Education



Gary Yee, Ed.D.
Secretary, Board of Education


SunPower Corporation, Systems

Date: NOVEMBER 6, 2013

By: 

Print Name: Jeffrey Dasovich

Print Title: VP UEC AMERICAS SALES

File ID Number: 13-2507
Introduction Date: 11/6/13
Enactment Number: 13-2385
Enactment Date: 11/6/13
By: 

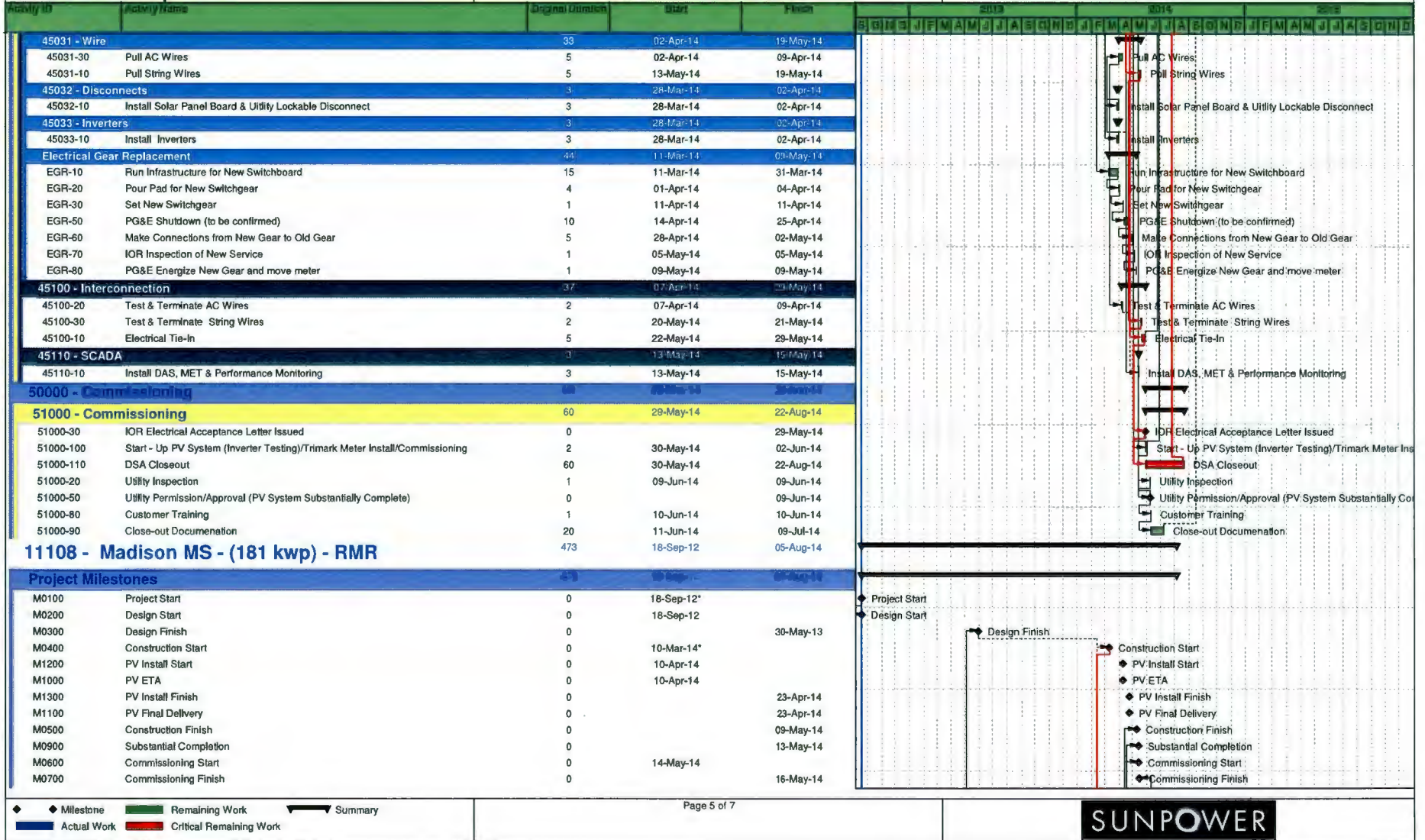
MADISON MIDDLE SCHOOL (MADISON PARK UPPER CAMPUS)

ATTACHMENT "1"
BASELINE SCHEDULE

Oakland USD Group 3A

Draft Baseline Schedule

13-Sep-13 15:10



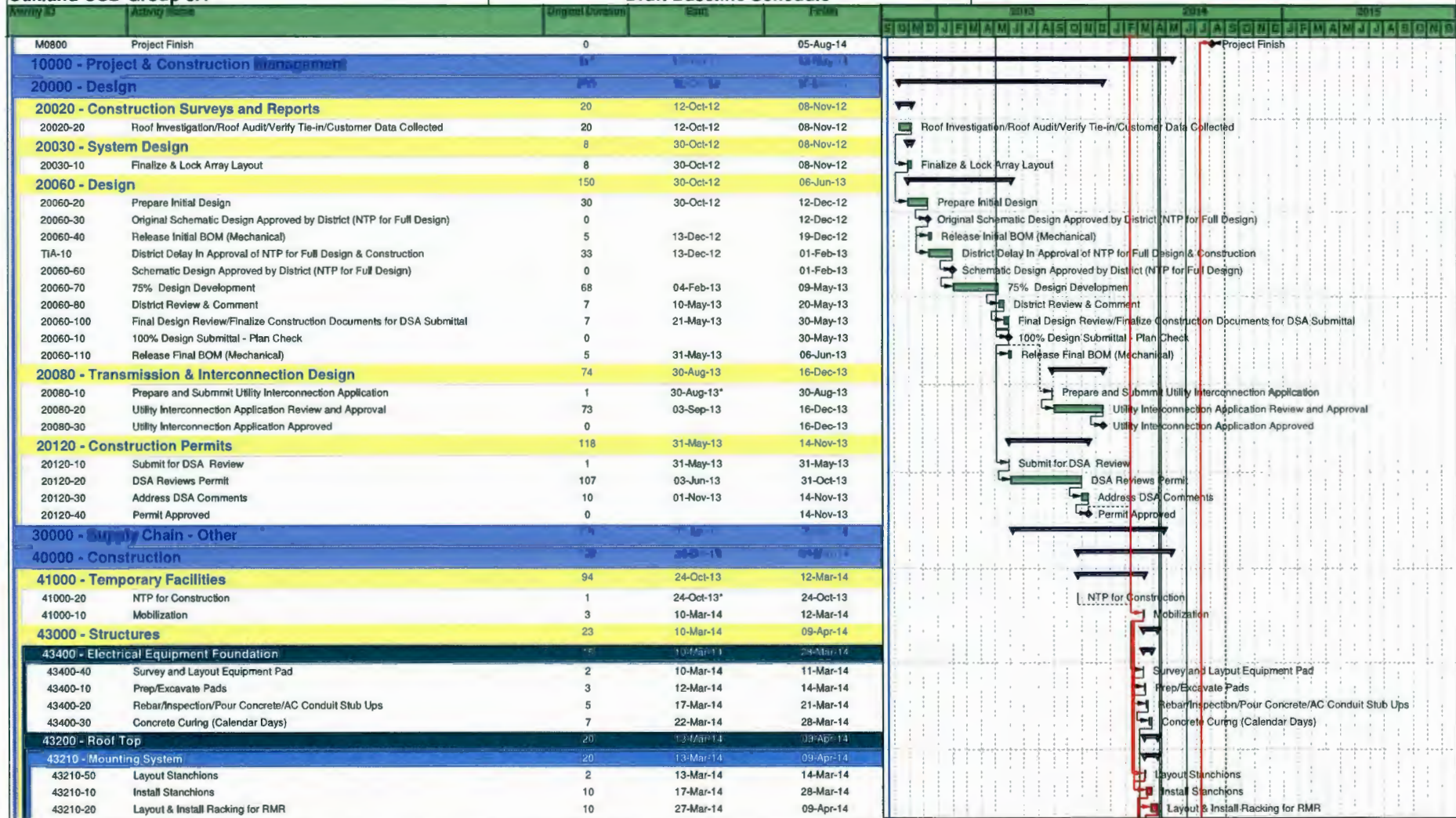
◆ Milestone ■ Remaining Work ▼ Summary
 ■ Actual Work ■ Critical Remaining Work



Oakland USD Group 3A

Draft Baseline Schedule

13-Sep-13 15:10



◆ Milestone ■ Remaining Work — Summary
 ■ Actual Work ■ Critical Remaining Work

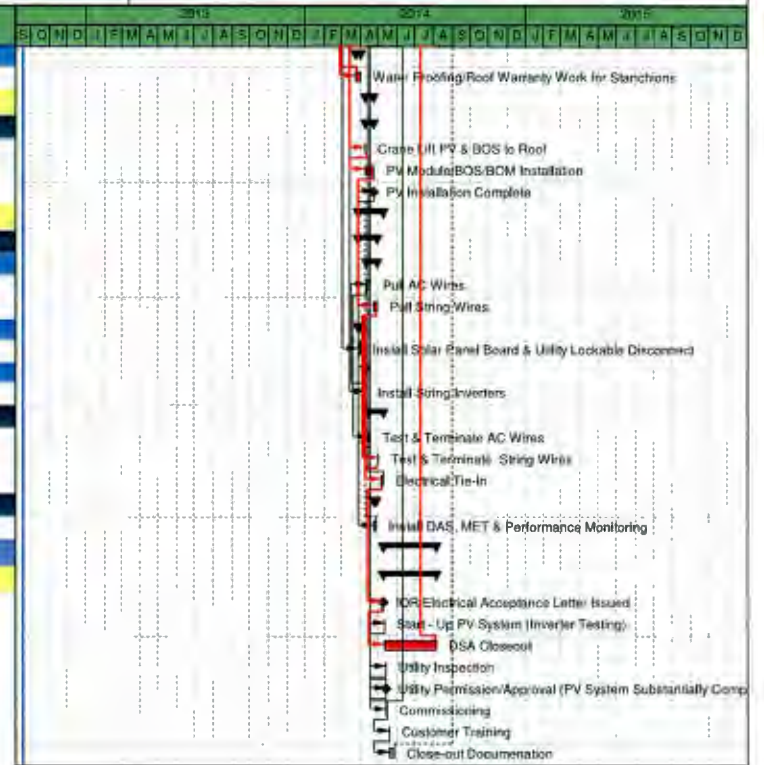


Oakland USD Group 3A

Draft Baseline Schedule

13-Sep-13 15:10

Activity ID	Activity Name	Original Duration	Start	Finish
43220 - Roof Work				
43220-10	Water Proofing/Roof Warranty Work for Stanchions	7	24-Mar-14	01-Apr-14
44000 - PV				
44010 - PV Installation				
44010-40	Crane Lift PV & BOS to Roof	1	10-Apr-14	10-Apr-14
44010-50	PV Module/BOS/BOM Installation	10	10-Apr-14	23-Apr-14
44010-60	PV Installation Complete	0		23-Apr-14
45000 - Electrical				
45030 - Electrical Equipment				
45031 - Wires				
45031-30	Pull AC Wires	5	11-Apr-14	17-Apr-14
45031-10	Pull String Wires	5	24-Apr-14	30-Apr-14
45032 - Disconnects				
45032-10	Install Solar Panel Board & Utility Lockable Disconnect	3	28-Mar-14	02-Apr-14
45033 - Inverters				
45033-10	Install String Inverters	1	10-Apr-14	10-Apr-14
45100 - Interconnection				
45100-20	Test & Terminate AC Wires	2	16-Apr-14	17-Apr-14
45100-30	Test & Terminate String Wires	2	01-May-14	02-May-14
45100-10	Electrical Tie-In	5	05-May-14	09-May-14
45110 - SCADA				
45110-10	Install DAS, MET & Performance Monitoring	3	24-Apr-14	28-Apr-14
50000 - Commissioning				
51000 - Commissioning				
51000-30	IOR Electrical Acceptance Letter Issued	0		09-May-14
51000-100	Start - Up PV System (Inverter Testing)	1	12-May-14	12-May-14
51000-110	DSA Closeout	60	12-May-14	05-Aug-14
51000-20	Utility Inspection	1	13-May-14	13-May-14
51000-50	Utility Permission/Approval (PV System Substantially Complete)	0		13-May-14
51000-60	Commissioning	3	14-May-14	16-May-14
51000-80	Customer Training	1	19-May-14	19-May-14
51000-90	Close-out Documentation	5	20-May-14	27-May-14



◆ Milestone ■ Remaining Work ▼ Summary
 ■ Actual Work ■ Critical Remaining Work

