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Enactment Date	12/15/2021 er



Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Tadashi Nakadegawa, Deputy Chief Facilities Planning & Management
Brendan Havenar-Daughton, Energy & Sustainability Manager, Facilities Planning & Management

Meeting Date December 15, 2021

Subject First Amendment to Operations and Maintenance Agreement between SunPower Corporation Systems and Oakland Unified School District

Ask of the Board Approval by the Board of Education of the First Amendment to the Operations and Maintenance Agreement with SunPower Corporation Systems (“SunPower”) and Oakland Unified School District to add the battery energy storage system located at Oakland High School to the scope of the Operations and Maintenance Agreement.

Discussion Based upon an energy analysis and presentation by District staff and its consultants, the Board of Education determined that the cost to the District for SunPower to provide and install the energy conservation measures would be less than the anticipated marginal cost to the District for thermal, electrical, or other energy that would have been consumed by the District in the absence of the energy conservation measures. Therefore, on September 12, 2012, the Board of Education approved an agreement with SunPower to provide and install energy conservation measures at 16 District school sites. The First Amendment to the Operations and Maintenance Agreement simply adds the operation and maintenance of a Tesla Megapack to the battery energy storage system at Oakland High School.

Fiscal Impact Fund 21 Measure J
The District will incur annual operation and maintenance service fees in the amount of \$10,277 to \$13,741 per year. The District's annual payments to SunPower are anticipated to be offset by below-market energy purchases and other benefits provided pursuant to the Agreement.

Attachments

- First Amendment to Operations and Maintenance Agreement
- Agreement with SunPower Corporation Systems

**FIRST AMENDMENT
TO
OPERATIONS & MAINTENANCE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS
AND
OAKLAND UNIFIED SCHOOL DISTRICT**

This FIRST AMENDMENT TO OPERATIONS & MAINTENANCE AGREEMENT (this “**First Amendment**”) is entered into as of the date of the last signature hereto by and between SunPower Corporation, Systems (“**Operator**”) and Oakland Unified School District (“**Customer**”) (each a “**Party**” and together the “**Parties**”).

WHEREAS, Operator and Customer entered into that certain Operations & Maintenance Agreement dated November 7, 2013, (the “**O&M Agreement**”);

WHEREAS, SunPower Corporation, Systems (in its separate capacity as the Installer, the “**Installer**”), and Customer are party to that certain engineering, Procurement and Construction Agreement, dated as of the date hereof (the “**EPC Agreement**”);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the O&M Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS. Unless otherwise defined in this First Amendment, capitalized terms herein shall have the meanings ascribed to them in the O&M Agreement.

2. AMENDMENT. The O&M Agreement is hereby amended as follows:

A. The battery energy storage system (“**BESS**”) described on **Exhibit A** attached hereto is hereby added to the scope of the O&M Agreement as a System (the System so described on such Exhibit A, the “**Oakland HS BESS**”).

B. The services set forth in **Exhibit B** attached hereto (the “**BESS Services**”) are hereby incorporated into the O&M Agreement as a component of the Services or Work applicable to the Oakland HS BESS.

D. The table in **Exhibit C** attached hereto is hereby incorporated into Attachment “1” of the O&M Agreement as a new line item to account for the BESS Services fee.

E. Section 1 of the O&M Agreement is hereby amended to add the following language to the end of Section 1 of the O&M Agreement:

“The BESS Services applicable to the Oakland HS BESS shall commence on the date the Services Commencement Notice in the form in the attached **Attachment 4** is executed by Operator and Customer (the “**Services Commencement Date**”).”

F. **Exhibit D** attached hereto is hereby incorporated into the O&M Agreement as Attachment 4 thereto.

3. MISCELLANEOUS.

A. **Governing Law.** This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

B. **Effect of Amendment.** Except as set forth in this First Amendment, the O&M Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this First Amendment and the O&M Agreement, the terms of this First Amendment shall prevail. This First Amendment shall form a part of the O&M Agreement for all purposes, and each Party thereto and hereto shall be bound hereby. From and after execution of this First Amendment by the Parties hereto, any reference to the O&M Agreement shall be deemed a reference to the O&M Agreement as amended hereby.

C. **Severability.** If any one or more provisions of this First Amendment should be ruled illegal, wholly or partly invalid or unenforceable by a Governmental Authority under applicable law or laws, Operator and Customer shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of the O&M Agreement and this First Amendment (and in the event that Operator and Customer cannot agree, then such provisions shall be severed from this First Amendment) and the validity and enforceability of the remaining provisions of this First Amendment and the O&M Agreement, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.

D. **Counterparts.** This First Amendment may be executed in any number of counterparts (including by electronic format), each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

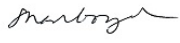
- SIGNATURE PAGE FOLLOWS -

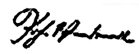
IN WITNESS WHEREOF, each Party's duly authorized representative has duly executed and delivered this First Amendment as of the latest date set forth below.

SunPower Corporation, Systems

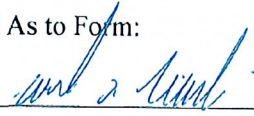
DISTRICT:

OAKLAND UNIFIED SCHOOL DISTRICT

 12/16/2021
Shanthi Gonzales, Date
President, Board of Education

 12/16/2021
Kyla Johnson-Trammell, Date
Secretary & Superintendent, Board of Education

Approved As to Form:



By: Frederic A Potts III
Name: Eric Potts
Title: Vice President
Email: eric.potts@sunpowercorp.com
Date: 11/12/2021

Oakland Unified School District

By: Tadashi Nakadegawa
Name: Tadashi Nakadegawa
Title: Deputy Chief of Facilities Planning and Management
Email: tadashi.nakadegawa@ousd.org
Date: 11/17/2021

**EXHIBIT A
TO
FIRST AMENDMENT TO O&M AGREEMENT**

BESS SYSTEM DETAILS

Site Name	Oakland High School (M1086)
Description and Location	Tesla Megapack 1 (or similar)
Physical Site Address	1023 MacArthur Blvd., Oakland, CA 94610
System Size (kW/kWh)	407.7 kW/ 1630.8 kWh (or similar)
Term (Contract Years)	15 Years

**EXHIBIT B
TO
FIRST AMENDMENT TO O&M AGREEMENT**

BESS SERVICES¹

Customer Technical Support Hotline
Monthly Performance Reports
Daily Performance Monitoring and Notification
Annual Preventive Maintenance, Inspections & Testing
On-Site Troubleshooting and Equipment Resets

Description of System Services

1. Customer Service Support Hotline:
 - a. Technical support line: 1-800-SUNPOWER (24 hours per day, 7 days per week)
 - b. Support technicians specialize in remote troubleshooting
2. Performance Reports:
 - a. Actual vs. expected performance of the System
 - 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 may be provided as part of the Transactional Services
3. Daily Performance Monitoring and Notification:
 - a. Cellular data connection to the System
 - b. Access to online monitoring portal
 - c. Continuous monitoring of Customer's System by experienced monitoring technicians
 - d. Operational status and performance alerts are continuously monitored
 - e. Monitoring technicians identify and respond to automatic System alerts including contacting Customer
4. Preventative Maintenance and Inspections
 - a. Energy Storage System (ESS) Maintenance and Reporting
 - i. All preventive maintenance required by manufacturer to maintain applicable warranty

¹ Unless expressly included in this Exhibit B as System Services, any other service, labor, work, equipment, component, or other obligation is excluded from System Services. A non-exhaustive list of common exclusions is set forth in this Exhibit B, Part 6 ("Non-Exhaustive List of Exclusions").

- ii. Inverter
 1. Torque checks on critical electrical terminations
 2. Clean all filters and fans
 3. Inspect invert pad and container
 - b. Site Conditions
 - i. Inspect drainage conditions
 - ii. Inspect safety conditions and proper signage
 - c. Maintenance Reporting
 - i. Record results of all inspections
 - ii. Identify damage or defects and provide photographic evidence
- 5. On-Site Troubleshooting and Equipment Resets:
 - a. Inverter and Data Acquisition System on-site troubleshooting & diagnostics
 - i. Data Acquisition System (DAS)
 - ii. Inverters
 - b. Inverter and Data Acquisition System resets:
 - i. Unlimited remote resets (if capability enabled and connection available)
 - ii. Up to two (2) on-site visits per year
 - c. Processing of warranty claims on behalf of Customer and verification of replaced equipment
- 6. Non-Exhaustive List of Exclusions:
 - a. Spare parts and materials
 - b. System training
 - c. Engineering service
 - d. Provision of water for cleaning and water reclamation
 - e. Landscaping and tree trimming
 - f. Security services and fencing
 - g. Lighting fixtures and bulb replacement
 - h. Third-party asset management tools and licenses
 - i. Parts and labor required to repair third-party equipment such as inverters or transformers.

**EXHIBIT C
TO
FIRST AMENDMENT TO O&M AGREEMENT**

BESS SERVICES FEE

Contract Year	BESS Services Fee
Year 1	\$10,277
Year 2	\$10,492
Year 3	\$10,712
Year 4	\$10,936
Year 5	\$11,165
Year 6	\$11,399
Year 7	\$11,638
Year 8	\$11,882
Year 9	\$12,131
Year 10	\$12,386
Year 11	\$12,646
Year 12	\$12,911
Year 13	\$13,182
Year 14	\$13,459
Year 15	\$13,741

**EXHIBIT D
TO
FIRST AMENDMENT TO O&M AGREEMENT

ATTACHMENT 4 TO O&M AGREEMENT
FORM OF SERVICES COMMENCEMENT NOTICE**

SERVICES COMMENCEMENT NOTICE

Project Number: M1086

Project Name: Oakland High School ESS

Physical Site Address: 1023 MacArthur Blvd., Oakland, CA 94610

This Services Commencement Notice is hereby agreed by SunPower Corporation, Systems (“Operator”) and Oakland Unified School District (“Customer”) pursuant to that certain Operations and Maintenance Agreement, dated as of November 7, 2013, as amended, by and between Operator and Customer (the “O&M Agreement”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the O&M Agreement. Operator and Customer hereby agree that the Services Commencement Date for the Services applicable to the Oakland HS BESS is hereby established as:

[Services Commencement Date]

Operator and Customer hereby agree that:

- (I) Performance verification testing has been performed in accordance with the EPC Agreement;
- (II) All Customer Permits (as defined in the EPC Agreement) have been obtained by Customer and are in full force and effect;
- (III) Customer has entered into any required interconnection agreement with the relevant utility entity;
- (IV) Customer has received the relevant utility’s permission to operate;
- (V) The Installer has issued the Substantial Completion Notice; and
- (VI) The Oakland HS BESS is online and functioning within specification.

[Signature page follows]

Signing of this notice in no way alters the responsibility of Operator to complete all work in accordance with the O&M Agreement, including untested or deferred work.

SUNPOWER CORPORATION, SYSTEMS:

OAKLAND UNIFIED SCHOOL DISTRICT:

By: _____

By: _____

Print Name: Eric Potts

Print Name: Tadashi Nakadegawa

Title: Vice President

Deputy Chief of Facilities
Planning and Management

Date: _____

Date: _____



DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

Project Information			
Project Name	SunPower Operations and Maintenance Agreement	Site	304
Basic Directions			
Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.			
Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider		

Contractor Information							
Contractor Name	Sun Power	Agency's Contact	Chris Giaras				
OUSD Vendor ID #	004136	Title	Owner				
Street Address	1414 Harbour Way S	City	Richmond	State	CA	Zip	94804
Telephone	510-620-4490	Policy Expires					
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
OUSD Project #	21117						

Term of Original/Amended Contract			
Date Work Will Begin (i.e., effective date of contract)	09-12-2012	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	
		New Date of Contract End (If Any)	12-31-2037

Compensation/Revised Compensation			
If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$ 178,957.00
Other Expenses		Requisition Number	

Budget Information				
If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.				
Resource #	Funding Source	Org Key	Object Code	Amount
9650/9863	Fund 21 Msr J	210-9650-0-9863-8200-5826-304-9180-9905-9999-21117	5826	\$178,957.00

Approval and Routing (in order of approval steps)					
Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.					
1.	Division Head	Phone	510-535-7038	Fax	510-535-7082
	Executive Director, Facilities Planning & Management				
	Signature <i>K. Chatman</i>	Date Approved	11-16-2021		
2.	General Counsel, Department of Facilities Planning and Management				
	Signature <i>[Signature]</i>	Date Approved	11/17/21		
3.	Deputy Chief, Facilities Planning & Management				
	Signature <i>K. Chatman for T. Nakadegawa</i>	Date Approved	11/18/21		
4.	Chief Financial Officer				
	Signature	Date Approved			
5.	President, Board of Education				
	Signature	Date Approved			

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
September 12, 2012

To: Board of Education

From: Tony Smith, Ph. D, Superintendent,
Timothy E. White, Assistant Superintendent of Facilities Planning &
Management, Buildings & Grounds and Custodial Services

Subject: Approval of the Agreement for Design and Construction with SunPower Corporation Systems at multiple school sites for the provision of energy conservation measures

ACTION REQUESTED

Approval by the Board of Education of the Agreement for Design and Construction with SunPower Corporation Systems ("SunPower") and Oakland Unified School District ("District") to provide and install energy conservation measures ("Agreement") at multiple school sites that will result in a reduction of energy consumption or demand and a net cost savings to the District.

BACKGROUND

In response to the District's Request for Qualifications and Request for Proposals, SunPower provided a comprehensive energy analysis for seventeen (17) school sites (collectively "School Sites") and recommended an energy plan to implement certain energy conservation measures in the form of solar panels and monitoring systems. The energy analysis identified potential energy and operational savings opportunities at the School Sites and identified estimated program costs to implement the recommended conservation measures and presented an overall potential energy cost and consumption savings of implementing the recommended conservation measures.

Based upon the energy analysis and presentation by District staff and its consultants, it has been determined that the cost to the District for SunPower to provide and install the energy conservation measures will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the energy conservation measures. Additionally, it has been determined that the District's payment to SunPower is anticipated to be offset by below-market energy purchases and other benefits provided pursuant to the Agreement.

The total indicated Contract Price of \$40,784,404, is the maximum anticipated expenditure assuming all scope is performed and assuming all 25 years of operations and maintenance and performance output guarantee are paid for. The District shall bring back to the Board for approval, individual Notices to Proceed and Project Addendum for design and construction of the seventeen sites, based on available funding over the next few months.

FISCAL IMPACT

Up to \$40,784,404 in total, for all scope and assuming all 25 years of operations and maintenance and performance output guarantee. The funding sources are the County School Facilities Fund and prospective Measure J. The Agreement contains contingency clause(s) that limits District financial obligation to its appropriation of revenue sources in hand.

RECOMMENDATION

Approval by the Board of Education of the Agreement for Design and Construction with SunPower Corporation Systems ("SunPower") and Oakland Unified School District ("District") to provide and install energy conservation measures ("Agreement") at multiple school sites that will result in a reduction of energy consumption or demand and a net cost savings to the District.

ATTACHMENT

Agreement for Design and Construction with SunPower Corporation Systems at multiple school sites for the provision of energy conservation measures

**RESOLUTION OF THE BOARD OF EDUCATION OF
THE OAKLAND UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1213-0016**

**APPROVAL OF
ENERGY CONSERVATION SERVICES AGREEMENT IN THE FORM OF AN
AGREEMENT FOR DESIGN AND CONSTRUCTION WITH
SUNPOWER CORPORATION SYSTEMS**

WHEREAS, SunPower Corporation, Systems (“SunPower”) has represented to the Oakland Unified School District (“District”) that SunPower has developed certain procedures for the design and installation of energy conservation measures as defined in Government Code section 4217.11 (“Energy Conservation Measures”); and

WHEREAS, SunPower has analyzed the energy needs of the following District school sites:

- (1) Bret Harte Middle School
- (2) Castlemont High School
- (3) Claremont Middle School
- (4) Edna M. Brewer Middle School
- (5) Havenscourt Middle School
- (6) Kings Estate Middle School
- (7) Lowell Middle School
- (8) McClymonds High School
- (9) Montera Middle School
- (10)Oakland High School
- (11)Oakland International High School
- (12)Oakland Technical High School
- (13)Roosevelt Middle School
- (14)Sankofa Academy at Washington Elementary School
- (15)Skyline High School
- (16)Westlake Middle School
- (17)Woodland Elementary School

(collectively “School Sites”) and has represented that SunPower’s provision of Energy Conservation Measures to the School Sites will result in a reduction in energy consumption or demand that will result in net cost savings to the District (“Cost Savings”); and

WHEREAS, based upon an energy analysis and presentation by District staff and its consultants, attached as **Exhibit “A”** and incorporated herein (“Energy Analysis”), the cost to the District for SunPower to provide and install the Energy Conservation Measures will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Energy Conservation Measures; and

WHEREAS, Government Code section 4217.12 (a)(1) authorizes a public agency to enter into an energy service agreement with respect to Energy Conservation Measures if the District’s governing board finds that the anticipated cost to the District for the Energy Conservation Measures provided by the energy conservation facility will be less than the anticipated marginal costs to the District of thermal, electrical

or other energy that would have been consumed by the District in the absence of such purchases; and

WHEREAS, the District has determined that the District payment to SunPower is anticipated to be offset by below-market energy purchases or other benefits provided under the terms of an energy service agreement with SunPower ("Agreement") pursuant to Government Code section 4217.12(a)(2); and

WHEREAS, on this date, pursuant to Government Code section 4217.10 *et seq.*, the governing board of the District held a public hearing with respect to the District entering into the Agreement with SunPower. A copy of the Agreement is attached hereto as **Exhibit "B"** and incorporated herein; and

WHEREAS, the District desires to retain SunPower to provide, install, and maintain the Energy Conservation Measures pursuant to the terms and conditions of the Agreement, contingent on the receipt of anticipated funding and bonding authority.

NOW, THEREFORE, it is found, determined and resolved by the Governing Board of the District as follows:

1. That the District held a public hearing at a regularly scheduled meeting of the Governing Board.
2. Based upon reports of staff, reviewed by the Board in connection herewith, and pursuant to Government Code section 4217.12, the Board finds that the anticipated cost to the District for the Energy Conservation Measures provided pursuant to the terms of the Agreement will be less than the anticipated marginal costs to the District of thermal, electrical or other energy that would have been consumed by the District in the absence of such purchases, as described in **Exhibits "A" and "B."**
3. That the District's payment to SunPower is anticipated to be offset by below-market energy purchases or other benefits provided under the Agreement.
4. It is in the best interests of the District to enter an Agreement on the terms as indicated in **Exhibit "B."**
5. That the Board of Education hereby approves the Agreement on the terms as indicated in **Exhibit "B,"** and authorizes the Superintendent of Schools to take all steps and perform all actions necessary to implement the Agreement and to take any actions deemed necessary to best protect the interests of the District save those actions reserved to the Board of Education by policy, regulation and/or law.

PASSED AND ADOPTED by the Board of Education the Oakland Unified School District, this 12th day of September, 2012, by the following vote:

AYES: Director David Kakishiba, Director Gary Yee, Director Chirstopher Dobbins, Director Alice Spearman, Vice President Hinton Hodge, President Jody London

NOES: None

ABSTAINED: None

ABSENT: Director Noel Gallo

CERTIFICATION

I, Edgar Rakestraw, Jr., Secretary of the Board of Education of the Oakland Unified School District, Alameda County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 12th day of September, 2012 with a copy of such Resolution being on file in the Office of the Governing Board of said District.

File ID Number: 12-2381
Introduction Date: 9/12/12
Enactment Number: 12-2366
Enactment Date: 9/12/12
By: [Signature]

[Signature]
Edgar Rakestraw, Jr.
Secretary, Board of Education

Attachments:

- Exhibit A – Energy Analysis
- Exhibit B – Agreement

Attachment A:
Oakland Unified School District:
25-Year Solar PV Project Savings

Oakland Unified School District Solar PV Project Benefit/Cost Analysis				
System Specifications and Assumptions				
			Final System Size (kWp) =	4,605
			Total Solar Contract Price =	\$28,723,139
			Total Solar kWh Generated (First Yr)	6,837,082
			CSI-Eligible Production (First Yr kWh) =	6,837,082
			Blended CSI Rebate (\$ /kWh first 5 years) =	\$0.130
			Annual Rate of PV Degradation =	0.25%
			Average PG&E Avoided Cost Value of Solar / kWh =	\$0.180
			Assumed PG&E Annual Rate of Cost Escalation =	3.50%
			% of Solar Production Achieved =	100%
Year	Avoided PG&E Costs	Add: CSI Rebates	Less: Operations & Maintenance and Performance Guarantee	General Fund Benefit
1	\$1,230,185	\$891,430	\$744,610	\$1,377,006
2	\$1,270,058	\$889,202		\$2,159,260
3	\$1,311,224	\$886,979		\$2,198,203
4	\$1,353,724	\$884,761		\$2,238,486
5	\$1,397,602	\$882,550		\$2,280,151
6	\$1,442,902		\$863,207	\$579,695
7	\$1,489,670			\$1,489,670
8	\$1,537,954			\$1,537,954
9	\$1,587,803			\$1,587,803
10	\$1,639,267			\$1,639,267
11	\$1,692,400		\$1,000,693	\$691,707
12	\$1,747,255			\$1,747,255
13	\$1,803,888			\$1,803,888
14	\$1,862,356			\$1,862,356
15	\$1,922,720			\$1,922,720
16	\$1,985,040		\$1,160,077	\$824,963
17	\$2,049,380			\$2,049,380
18	\$2,115,806			\$2,115,806
19	\$2,184,384			\$2,184,384
20	\$2,255,186			\$2,255,186
21	\$2,328,282		\$1,344,848	\$983,434
22	\$2,403,747			\$2,403,747
23	\$2,481,659			\$2,481,659
24	\$2,562,095			\$2,562,095
25	\$2,645,139			\$2,645,139
Total	\$46,299,726	\$4,434,922	(\$5,113,434)	\$45,621,214

25-Year General Fund Benefit	\$45,621,214
- Total Solar Contract Price	\$28,723,139
= 25-Year Net Savings	\$16,898,075

Exhibit B –Agreement

See attached: Agreement For Design and Construction.

AGREEMENT FOR DESIGN AND CONSTRUCTION
(GOVERNMENT CODE § 4217.10 ET SEQ.)

THIS CONTRACT is entered into and effective September 12, 2012 (“Contract” or “Agreement”), by and between **SunPower Corporation, Systems** (“Designer/Builder”) and **Oakland Unified School District** (“District” or “Customer”). Designer/Builder and District may be referred to herein individually as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, District owns and/or operates certain public facilities specifically described as:

- (1) Bret Harte Middle School, located at 3700 Coolidge Avenue, Oakland, CA 94602
- (2) Castlemont High School, located at 610 McArthur Boulevard, Oakland, CA 94605
- (3) Claremont Middle School, located at 5750 College Avenue, Oakland, CA 94618
- (4) Edna M. Brewer Middle School, located at 3748 13th Avenue, Oakland, CA 94610
- (5) Havenscourt Middle School, located at 1390 66th Avenue, Oakland, CA 94621
- (6) King Estates Middle School, located at 8251 Fontaine Street, Oakland, CA 94605
- (7) Lowell Middle School, located at 1330 Filbert Street, Oakland, CA 94607
- (8) McClymonds High School, located at 2608 Myrtle Street, Oakland, CA 94607
- (9) Montera Middle School, located at 5555 Ascot Drive, Oakland, CA 94611
- (10) Oakland High School, located at 1023 MacArthur Boulevard, Oakland, CA 94610
- (11) Oakland International High School at Carter Middle School, located at 4521 Webster Street, Oakland, CA 94609
- (12) Oakland Technical High School, located at 4351 Broadway, Oakland, CA 94611
- (13) Roosevelt Middle School, located at 1926 19th Avenue, Oakland, CA 94606
- (14) Sankofa Academy at Washington Elementary School, located at 581 61st Street, Oakland, CA 94609
- (15) Skyline High School, located at 12250 Skyline Boulevard, Oakland, CA 94619
- (16) Westlake Middle School, located at 2629 Harrison Street, Oakland, CA 94612
- (17) Woodland Elementary School, located at 1025 81st Avenue, Oakland 94621

(“Facilities” or “School Sites” or “Sites” or “Premises”) and District wants to reduce its Facilities’ energy costs and improve the Facilities’ energy quality/reliability by contracting to procure and to implement certain new and upgraded energy system related equipment and materials; and

WHEREAS, Designer/Builder is a full-service energy services company with the technical capabilities to provide services to the District including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification, maintenance, operation, and repair; and

WHEREAS, As part of its response to the District’s Request for Qualifications and Request for Proposals, the Designer/Builder provided a comprehensive energy analysis (“CEA”) and recommended an energy plan to implement certain Energy Conservation Measures in the form of solar panels, monitoring systems, and tracking devices (“ECM's”). The CEA identified potential energy and operational savings opportunities at the identified

District's Facilities and identified estimated program costs to implement the recommended ECM's and presented an overall potential energy cost and consumption savings of implementing the ECM recommendations.

WHEREAS, District desires that Designer/Builder design, install, maintain and operate, and Designer/Builder desires to design, install, maintain and operate solar systems to be located on the School Sites;

WITNESSETH, that for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

AGREEMENT

1. The Designer/Builder shall furnish the Services or Work described herein to the District for a maximum not to exceed the total price of the following amounts. District shall pay Designer/Builder for all Services contracted for under this Agreement as indicated in Addenda:

SCOPE OF WORK	COST
Capital Charges	
Solar PV Work at All School Sites	\$28,723,139
Allowance – Roofing upgrades/replacements at School Sites identified in Schedule of Value	\$6,357,831
Allowance – Electrical equipment upgrades at School Sites identified in Schedule of Values	\$590,000
Capital Charges Subtotal	\$35,670,970
Service Charges (paid quarterly)	
Twenty-five Year Operations and Maintenance – Per Separate Agreement	\$4,133,004
Twenty-five Year Output Guarantee – Per Separate Agreement	\$980,430
Service Charges Subtotal	\$5,113,434
TOTAL FOR CAPITAL AND SERVICE CHARGES	\$40,784,404

("Contract Price"). The Contract Price shall be Designer/Builder's total compensation to perform the following services ("Services" or "Work"):

The assessment, engineering, design, procurement, construction management, installation, construction, training, monitoring, verification, maintenance, operation, and repair, of PV systems with Expected Energy Production of Six Million Eight Hundred Thirty-six Thousand Seven Hundred

and Ninety-seven) kilowatt-hours (6,836,797 kWh) of energy in year one of system operation, produced through the following systems:

Site	System Size	System Type	Expected 1 st year PV Output (kWh) ("Expected Energy")
Bret Harte Middle School	204.05	Roof	301,535
Castlemont High School	447.04	Roof/Parking	670,145
Claremont Middle School	137.51	Roof	202,809
Edna M. Brewer Middle School	156.23	Roof	230,865
Havenscourt Middle School	133.42	Roof	197,302
King Estates Middle School	91.56	Roof	134,810
Lowell Middle School	170.04	Roof	251,109
McClymonds High School	290.38	Roof	427,093
Montera Middle School	172.66	Roof	254,025
Oakland High School	741.43	Roof	1,093,908
Oakland International High School at Carter Middle School	235.15	Roof	349,602
Oakland Technical High School	756.69	Roof	1,120,010
Roosevelt Middle School	193.68	Roof	285,598
Sankofa Academy at Washington Elementary School	54.94	Roof	83,145
Skyline High School	449.20	Roof/Parking	687,296
Westlake Middle School	193.58	Roof	284,729
Woodland Elementary School	177.89	Roof	262,815
TOTAL	4,605.45		6,836,797

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

All as further described in this Agreement and Exhibits, and that will be indicated in project addenda ("Addenda" or individually an "Addendum") ("Project")

2. Work shall be completed within the time specified in **Exhibit C** ("Contract Time") from the date specified in the District's Notice(s) to Proceed, as indicated in the Schedule in **Exhibit "C,"** attached hereto and incorporated herein by this reference. Designer/Builder agrees that if the Work is not completed within the Contract Time and/or pursuant to the Project schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, including the Schedule in **Exhibit "C,"** it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Designer/Builder shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **One Thousand Dollars (\$1,000.00)** per MWdc per day for each and every

calendar day of delay beyond the date of the "Permission to Operate letter issued by PG&E" specified in **Exhibit "C"** for each Site for which a Notice to Proceed has been issued. (For example, if PG&E issues "Permission to operate letter(s)" for all but the Westlake Middle School and Woodland Middle School Systems, the total liquidated damages amount during the time that these two sites are not operating shall be \$371.47 per calendar day ((\$193.58 + \$177.89). These liquidated damages apply only to the Construction portion of this Agreement and not to the Operations & Maintenance Agreement, as described in **Exhibit "B,"** or the Agreement for Output Guarantee, as described in **Exhibit "H."**

3. Designer/Builder shall prepare a detailed schedule of values for all of the Work that must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This schedule of values must be approved by the District prior to it being used as a basis for payment.
4. The Designer/Builder shall not commence the Work under this Contract until the Designer/Builder has submitted and the District has approved the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice(s) to Proceed. The Designer/Builder shall not commence the procurement, installation, and construction portions of the Work under this Contract until the Designer/Builder has submitted and the District has approved the performance bond and the payment (labor and material) bond(s) for the scope of Work indicated in each Notice(s) to Proceed.
5. The District is performing its compliance with the California Environmental Quality Act ("CEQA") and utilizing funding from the 2012 Measure J bond election. It is a condition precedent to the District's obligation to make any payments under this Agreement that the District's Board of Education approves the Project under CEQA and/or exempts the Project from CEQA and that the District's voters approve the 2012 Measure J Bond. The District's issuance of Notice(s) to Proceed shall be conditioned upon satisfaction of this aforementioned conditions precedent. See **Exhibit "C"** for information regarding the Project's Schedule and the intended timing of the District's issuance of a Notice(s) to Proceed. The Parties acknowledge that Designer/Builder is not obligated to commence Work under a Notice(s) to Proceed unless and until the above two conditions precedent to the District's obligations have been satisfied or waived.
6. This Contract incorporates by this reference the Terms and Conditions attached hereto. The Designer/Builder, by executing this Contract, agrees to comply with all the Terms and Conditions.
7. The Contract includes only the following documents, as indicated:

<input checked="" type="checkbox"/> Terms and Conditions to Contract	<input checked="" type="checkbox"/> Exhibit "A" (Scope of Work)
<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input checked="" type="checkbox"/> Exhibit "B" (Operations & Maintenance ("O&M") Agreement)
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input checked="" type="checkbox"/> Exhibit "C" (Schedule)
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Exhibit "D" (Contract Price Breakdown Payment Schedule)
<input checked="" type="checkbox"/> Criminal Background Investigation Certification	<input checked="" type="checkbox"/> Exhibit "E" (Schedule of Values)
<input checked="" type="checkbox"/> Drug-Free Workplace / Tobacco-Free Environment Certification	<input checked="" type="checkbox"/> Exhibit "F" (District's Rules and Regulations)
<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification	<input checked="" type="checkbox"/> Exhibit "G" (List of Plans, Specifications and Drawings for School Sites)
<input checked="" type="checkbox"/> Lead-Product(s) Certification	<input checked="" type="checkbox"/> Exhibit "H" (Agreement for Output Guarantee and Parameters and Energy Output Data for School Sites)
<input checked="" type="checkbox"/> Insurance Certificates and Endorsements	
<input checked="" type="checkbox"/> Performance Bond (District's Form)	<input checked="" type="checkbox"/> Exhibit "I" Warranties
<input checked="" type="checkbox"/> Payment Bond (District's Form)	
<input checked="" type="checkbox"/> Plans (See Exhibit "G" for List of Plans and Specifications)	

X Work Specifications (See Exhibit "G" for List of Plans and Specifications)

X Exhibit "J" Education Program
 X Exhibit "K" Additional Contract Documents

8. Designer/Builder hereby acknowledges that the Division of the State Architect ("DSA") and the District's DSA Project Inspector(s) ("Inspector" or "IOR") have authority to approve and/or stop Work if the Designer/Builder's Work does not comply with the requirements of the Contract, Title 24 of the California Code of Regulations, and all applicable laws. The Designer/Builder shall be liable for any delay caused and extra work required by its non-compliant Work. Designer/Builder shall not be liable for delay caused solely by the District.
9. Inspection and acceptance of the Work shall be performed by:
- a. The District's Project Inspector with whom the District will contract at or prior to the District issuing a Notice(s) to Proceed to Designer/Builder;
 - b. The Assistant Superintendent of the District, and/or his/her designee.
10. Designer/Builder recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Designer/Builder Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. The District shall provide forty-eight (48) hours notice to Designer/Builder if District designates a different construction manager. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
11. Unless otherwise indicated herein for a longer period of time, the Designer/Builder shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
12. 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:

Project Development and Team Leader	Bob Redlinger
Project Manager and Team Leader for Project Execution	Pat Dalton
Project Development	Bill Kelly
Project Management	Steven Adelson
Project Design	Deepa Ananthakrishnan
Project Design	Ross Heimann
Project Design and Site Audit	Taylor Davis
Electrical Engineering	Andre Basler
Structural Engineering	Peter Todd
Construction Management	John Zech
Performance Engineering	Ben Bourne

13. By signing this Agreement, Designer/Builder certifies, under penalty of perjury, that all the information provided in the Contract is true, complete, and correct, to the best of its knowledge.

14. Information regarding Designer/Builder:

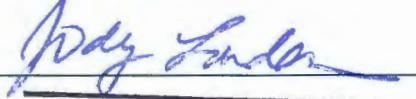
Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation
 Limited Liability Company
 Other: _____

Employer Identification and/or Social Security Number
NOTE: Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

ACCEPTED AND AGREED on the date indicated below:

Dated: September 12, 2012

Oakland Unified School District

Signature: 

Print Name: Jody London

Print Title: President, Board of Education

Address: _____

Telephone: 

Facsimile: Edgar Rakestraw, Jr., Secretary

E-Mail: Board of Education

Dated: September 7, 2012

SunPower Corporation, Systems

Signature: 

Print Name: Jeffrey Dasovich

Print Title: VP, Americas Utility

Cal. Contractor License No.: 890895

Structural Engineer License: _____

Address: 1414 Harbour Way S.
Richmond CA 94804

Telephone: 510-585-5755

Facsimile: Jeffrey.Dasovich@sunpowercorp.com

E-Mail: 510-540-0552

Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed to the above individuals. Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE(S) TO PROCEED:** Designer/Builder shall not commence any Work until it receives a Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project, as indicated in **Exhibit "C."**
2. **SITE EXAMINATION:** After the Designer/Builder has performed its Design Development services and prior to the District issuing a Notice to Proceed, Designer/Builder will provide a certification that states that it has examined the Site and will accept all measurements, specifications and conditions affecting the Work to be performed at the Site as set forth in the Notice to Proceed. By executing the certification, Designer/Builder will warrant that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Designer/Builder's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site that could and should have been discovered through diligent investigation. Notwithstanding the aforementioned, should the Designer/Builder discover any latent or unknown conditions, which will materially affect the performance of the Work hereunder, Designer/Builder shall immediately inform the District of such fact in writing and shall not proceed until written instructions are received from the District.
3. **EQUIPMENT AND LABOR:** The Designer/Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services herein described, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Designer/Builder for any Service or Work under this Contract shall be subject to the approval of the District, which shall not be unreasonably withheld. Designer/Builder agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Designer/Builder shall subcontract any part of this Contract, Designer/Builder shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract shall create any contractual relations between any subcontractor and the District.
5. **TERMINATION / SUSPENSION:**
 - 5.1. If Designer/Builder fails to perform Designer/Builder's material duties as required by this Agreement, or if Designer/Builder fails to fulfill in a timely and professional manner Designer/Builder's material obligations under this Agreement, or if Designer/Builder shall violate any of the material terms or provisions of this Agreement, and any such failure is not excused by the terms of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, unless such failures and violations are caused by the District, effective immediately upon the District giving fourteen (14) days written notice thereof to the Designer/Builder, during which time the Designer/Builder may attempt to correct such failures and violations to the District's reasonable satisfaction. In the event of a termination pursuant to this subdivision, Designer/Builder may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Designer/Builder's actions, errors, or omissions that caused the District to terminate the Designer/Builder. The District may, at its discretion, provide the Designer/Builder time to cure its default or breach.
 - 5.2. District shall have the right in its sole discretion to terminate the Agreement, in whole or in part, for its own convenience. In the event of a termination for convenience, Designer/Builder may invoice District and District shall pay all undisputed invoice(s) for recoverable costs for Work performed until the date of termination, reasonable demobilization costs, and rental costs for equipment that Designer/Builder cannot mitigate with diligent efforts. In the event that District terminates this Agreement as provided in this subsection and there are no known potential claims related to Designer/Builder's Work, District shall, within fourteen (14) Days after the date of termination,

release the Performance and Payment Bonds, although the Surety on Performance and Payment Bonds shall remain liable as indicated herein for all Designer/Builder's Work performed until the date of termination.

- 5.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
 - 5.4. The Designer/Builder has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective upon fifteen (15) days written notice to the District. Designer/Builder may invoice District and District shall pay all undisputed invoice(s) for Services performed until the Designer/Builder's notice of termination.
 - 5.5. The District has the right to suspend, in whole or in part, the Project. If the District suspends the Project for more than one hundred eighty (180) consecutive days, the Designer/Builder shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the Project Schedule shall be adjusted and the Designer/Builder's compensation shall be equitably adjusted to provide for expenses incurred associated with the suspension and in the resumption of the Designer/Builder's Services. If the District suspends the Project for more than two (2) years, the Designer/Builder may terminate this Agreement by giving written notice.
6. **SAFETY AND SECURITY:** Designer/Builder is responsible for maintaining safety in the performance of this Contract. Designer/Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present, as per **Exhibit "F."** In the event that the aforementioned rules conflict with the terms of this Contract, the terms of this Contract shall prevail.
 7. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District and Designer/Builder. Designer/Builder specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Designer/Builder also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Designer/Builder or a subcontractor. In addition to any other information requested, Designer/Builder shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Designer/Builder fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. The maximum mark-up by Designer/Builder for subcontractor work shall be Fifteen Percent (15%) on subcontractor labor and Ten Percent (10%) for materials and One And One Half Percent (1.5%) for bonds and insurance.
 8. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Designer/Builder must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
 9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Designer/Builder shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Designer/Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different

materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Designer/Builder's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Designer/Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Designer/Builder's cost of, or time required for, performance of any part of the work, the Designer/Builder shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Designer/Builder shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the Parties.

10. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Designer/Builder must execute the Lead-Based Paint Certification, if applicable.
11. **WORKERS:** Designer/Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Designer/Builder or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **CORRECTION OF ERRORS:** Designer/Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Designer/Builder's failure to comply with the Contract requirements and the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the approved final design shall be made without the prior written approval of the District, which shall not be unreasonably withheld.
14. **DESIGNER/BUILDER SUPERVISION:** Designer/Builder shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
15. **CLEAN UP:** Debris shall be removed from the Premises by the Designer/Builder. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District shall provide all required access to the Premises to Designer/Builder. District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Designer/Builder shall provide safe and proper facilities for such access.
17. **PROTECTION OF WORK AND PROPERTY:** The Designer/Builder shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Designer/Builder, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
18. **OTHER CONTRACTS/CONTRACTORS:** District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Designer/Builder shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Designer/Builder's Work with the work of other contractors. In addition to Designer/Builder's obligation to protect its own Work, Designer/Builder shall protect the work of any other contractor that Designer/Builder encounters while working on the Project. Nothing herein contained shall be interpreted as granting to Designer/Builder exclusive occupancy of the Site, the Premises, or of the Project. Designer/Builder shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Designer/Builder's Contract, Designer/Builder shall coordinate with those contractor(s), person(s), and/or entity(s) and shall

notify the District of the resolution.

- 19. ASSIGNMENT OF CONTRACT:** The Designer/Builder shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District. This provision shall not limit the Designer/Builder's right to subcontract portions of its Work to other entities and assign this Contract and all related contracts without the consent of the District (i) to direct affiliate of Designer/Builder; (ii) to an entity that is controlled by, controls, or is under common control with Designer/Builder; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law. This Contract will be binding on, enforceable by, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.

20. COMPLETION:

- 20.1. **Walk-Through as Prerequisite to Determination of Completion.** When the Designer/Builder believes that the Work is complete except for minor corrective items, it shall so notify the District. Promptly thereafter, the District shall schedule a final walk-through of the Project by the Designer/Builder, the District, the Inspector and the District to determine whether and to what extent the Work is complete. Any erroneous claims of completion by the Designer/Builder resulting in a premature walk-through shall be at the Designer/Builder's sole cost and expense, and the District shall be entitled to reduce its payments to the Designer/Builder under the Agreement by an amount equal to any costs incurred by the District due to the erroneous claims by the Designer/Builder that the Project is complete. Minor corrective (or "punch-list") items shall be identified in the final walk-through of the Project. Notwithstanding the provisions listed prior, the District shall accept as complete the different scope of work as each is completed, at different dates, as opposed to waiting for the entire Work to be completed prior to issuance of its Acceptance of Work.
- 20.2. **District's Acceptance of Work.** The District, in its sole discretion, may either (a) accept the Work as complete notwithstanding the need to complete minor corrective items (as distinguished from incomplete items), if the Work has otherwise been completed to the satisfaction of the District and the Inspector, or (b) refrain from accepting the Work as complete until the entire Work and all portions thereof, including all punch-list items, have been completed to the satisfaction of the District and the Inspector. The Work shall only be accepted as complete by an action of the District's School Board ("Completion").
- 20.3. **Notice of Completion.** Once the District has accepted the Work as indicated herein, the District shall thereafter cause a Notice of Completion to be recorded in the County Recorder's Office.
- 20.4. **Designer/Builder's Failure to Correct Punch-List Items.** If the Designer/Builder fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the District shall withhold from the final payment owing to the Designer/Builder under the Agreement an amount equal to 150% the estimated cost, as determined by the District, of each item until such time as the item is completed.
- 20.5. **Time Is Of The Essence:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
- 21. BENEFICIAL USE:** District reserves the right to receive beneficial use of the Work before formal Contract completion and upon receipt of Permission to Operate Letter and/or Permission to Interconnect from Pacific Gas & Electric. Beneficial use shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall beneficial use extend the date specified for Completion of the Work. The Parties may mutually agree that the date that the Generating Facilities begin producing power can be deemed the date of the Permission to Operate Letter and/or Permission to Interconnect from Pacific Gas & Electric for sake of the Output Guarantee.

22. FORCE MAJEURE CLAUSE:

- 22.1. The term "Force Majeure" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably avoid and which it has

been unable to overcome, including acts of God and public enemy; fire; epidemics, landslides, volcanic activity, terrorism, strike; loss or shortage of transportation facilities; lock-out; commandeering of materials, product, plant, or facilities by the government; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local utility directly impacting the Project; flood; earthquake; tornado; severe storm; civil disobedience; sabotage; restraint by court order or public authority (whether valid or invalid).

22.2. Neither party shall be considered to be in default in the performance of any material obligation hereunder during the time and to the extent that it is prevented from obtaining delivery or performing by a Force Majeure event. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy with the exercise of all best efforts within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Contract by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party. Notwithstanding a Force Majeure event, the party claiming such an event must provide satisfactory evidence that the event caused the delay or lack of performance and was not due to the fault or neglect of the party claiming a Force Majeure event.

22.3. Designer/Builder is aware that governmental agencies and utilities, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Designer/Builder -prepared drawings or approve a proposed installation. Designer/Builder has included in the Project Schedule, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Designer/Builder is not entitled to make a claim for damages or delays arising from the review of Designer/Builder's drawings or other approvals from the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies, unless the time of that review is drastically in excess of normal time for such a review, which the District shall reasonably determine.

23. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Designer/Builder shall defend, indemnify, and hold harmless the District, its trustees, members, agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract to the extent the claims are caused by the negligence, recklessness, or willful misconduct of Designer/Builder. The District shall have the right to accept or reject any legal representation that Designer/Builder proposes to defend the District. However, such acceptance shall not be unreasonably withheld. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Designer/Builder to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Agreement in strict accordance with their terms, and without limitation, any stop notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

24. PAYMENT:

24.1. On a monthly basis, Designer/Builder shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("Application for Payment") and consistent with the information in **Exhibit "D."** Within thirty (30) days after District's receipt of the Application for Payment, Designer/Builder shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (Assuming the value of the Work performed is verified by Inspector and certified by Designer/Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Designer/Builder's obligations under the Contract which Designer/Builder has failed to perform or has performed inadequately; (3) defective Work not

remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Designer/Builder; (7) unauthorized deviations from the Contract; (8) failure of the Designer/Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Designer/Builder of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Designer/Builder is liable under the Contract; and (11) any other sums which the District is entitled to recover from Designer/Builder under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

- 24.2. Payment for material stored on or off the School Sites is allowed at the sole discretion of the District. If allowed, proof of off-site material purchases (invoices and checks and/or bills of lading) and appropriate insurance coverage will be required. The Designer/Builder shall furnish to the District written consent from the Surety approving the advanced payment for materials stored off site. The maximum prepayment allowed by the District shall be one hundred (100%) percent of the actual value of the item being considered, less retention as indicated above. The District shall be the sole judges of fair market value. The Designer/Builder shall protect stored materials from damage. Damaged materials, even though paid for, shall not be incorporated into the Work.
- 24.3. For its Application for Payment to be due, owing and payable, the Designer/Builder must submit an updated Project Schedule with its Application for Payment.

25. PERMITS, APPROVALS, AND LICENSES: Up to a maximum of \$5,000 per Site, which is shown as an Allowance in Designer/Builder's Schedule of Values, the following provisions shall apply:

- 25.1. The Designer/Builder and all of its employees, agents, and subcontractors shall secure and maintain in force, at Designer/Builder's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.
- 25.2. Designer/Builder is responsible for obtaining on behalf of the District and at Designer/Builder's expense, permits and approvals (including DSA approval), required for the building, installation, and start-up of the Work hereunder which are required to complete the Project.
- 25.3. District will cooperate fully with and assist Designer/Builder's obtaining all permits and approvals required under this Contract.
- 25.4. The District shall be responsible for obtaining any other permits or approvals that may be required, including annual operating permits as applicable

26. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Designer/Builder is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Designer/Builder shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Designer/Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

27. 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, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person, and therefore the Designer/Builder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Designer/Builder agrees to require like compliance by all its subcontractor(s).

28. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school

districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Designer/Builder must submit, with its executed Contract, appropriate documentation to the District identifying the steps Designer/Builder has taken to solicit DVBE participation in conjunction with this Contract.

- 29. PAYMENT BOND AND PERFORMANCE BOND:** The Designer/Builder shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to 100 percent of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. All performance bond liability will cease one (1) year from the completion date of the work of this Agreement. The balance of any warranty or guarantee beyond one year required by District shall continue to be guaranteed solely by Designer/Builder. The payment bond liability will cease at the termination of any time required by law. Notwithstanding anything to the contrary in the Contract, the Payment (Labor and Material) Bond and the Performance Bond are not applicable to the Agreement for Output Guarantee, the Services pursuant to the O&M Agreement or the warranties indicated this Agreement, except for the one-year “WARRANTY/QUALITY” indicated below. If approved by the District, the amount and number of a Payment (Labor and Material) Bond and a Performance Bond may be equal to the portion of the Contract Price authorized by a Notice to Proceed and/or Project Addendum. In other words, each individual site shall have its own Payment (Labor and Material) Bond and the Performance Bond if each site is separately authorized by a separate Notice to Proceed and/or Project Addendum.
- 30. DESIGNER/BUILDER’S INSURANCE:** Designer/Builder has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance. All policies shall contain waivers of subrogation against the District. All of Designer/Builder’s insurance shall be with admitted insurance companies with an A.M. Best rating of no less than **A: VII**.
- 30.1. **Commercial General Liability Insurance.** Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 002 (07/98), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard:
- \$1,000,000 per occurrence for Bodily Injury and Property Damage
 - \$2,000,000 General Aggregate - other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury
 - \$500,000 Fire Damage
- 30.2. **Automobile Liability.** Coverage to be written on an occurrence form. Coverage for any auto, including all owned, hired and non-owned vehicles: combined single limit of \$1,000,000;
- 30.3. **Excess Liability Insurance.** Coverage to be written on an occurrence form. Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability, Auto Liability and Professional Liability. Coverage terms and limits to also apply in excess of those required for Employers Liability:
- \$25,000,000 each occurrence
 - \$25,000,000 aggregate
- 30.4. **Professional Liability insurance.** Coverage to be written on a occurrence-made form:
- \$1,000,000 per occurrence
 - \$2,000,000 aggregate
- 30.5. **Workers Compensation:** Statutory limits; and
- 30.6. **Employers’ Liability:** \$1,000,000.

- Bodily Injury by accident \$1,000,000 each accident
- Bodily Injury by disease \$1,000,000 each employee
- Bodily Injury by disease \$1,000,000 policy limit

Commercial General Liability, Automobile Liability, Workers Compensation, and Employer's Liability limits may be reached through a combination of primary and umbrella/excess policies. The Designer/Builder shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be cancelled without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance and professional liability insurance, the District, shall be named as an additional insured on all policies. The Designer/Builder's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Designer/Builder shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Designer/Builder of the subcontractor, or agent has been obtained.

- 31. WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract, the Designer/Builder, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from date when District achieves Beneficial Use.
- 32. CONFIDENTIALITY:** To the extent permitted by applicable law, the Parties shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that the Parties encounter during the Project and/or pursuant to the Contract. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
- 33. CONFLICT OF INTEREST:** Designer/Builder understands that its professional responsibility is solely to the District. Designer/Builder warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.
- 34. COMPLIANCE WITH LAWS:** Designer/Builder shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Designer/Builder observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Designer/Builder 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 Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Designer/Builder's receipt of a written termination notice from the District. If Designer/Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Designer/Builder shall bear all costs arising therefrom.
- 35. DISTRICT'S RIGHT TO AUDIT:** District retains the right to review and audit, and the reasonable right of access to Designer/Builder's and any sub-consultant's premises to review and audit the Designer/Builder's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes, at District's sole cost, the right to inspect, photocopy, and to retain copies, outside of the Designer/Builder's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law and return all confidential and proprietary information after the audit has been completed.
- 35.1. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Designer/Builder is in compliance with all requirements of this Agreement.
- 35.2. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct

and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

- 35.3. The Designer/Builder shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Designer/Builder shall make available to the District for review and audit, all Project-related accounting records and documents, and any other financial data. Upon District's request, the Designer/Builder shall submit exact duplicates of originals of all requested records to the District.
- 35.4. The Designer/Builder shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all subconsultants.
- 35.5. The Designer/Builder shall retain all Project-related records and other information with appropriate safeguards during the Term of this Agreement and for a minimum of five (5) years thereafter.

Designer/Builder shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Designer/Builder's Project-related records and information.

36. DISPUTES: In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104 et seq., if applicable. Pending resolution of the dispute, Designer/Builder agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by independent arbitration if mutually agreeable, otherwise by litigation.

- 36.1. Notice of the demand for arbitration of a dispute shall be filed in writing with the other party to the Contract.
- 36.2. The demand for arbitration of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Designer/Builder submission of the request for final payment.
- 36.3. Prior to Designer/Builder's initiation of any litigation or proceeding to recover any money damages under this Agreement, Design/Builder must first comply with the claims presentation requirements set forth in California Government Code Section 900 et seq.

37. LABOR CODE AND OTHER LABOR/WORKFORCE REQUIREMENTS: The Designer/Builder shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Designer/Builder and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Designer/Builder or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

- 37.1. **Certified Payroll Records:** Designer/Builder and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District immediately upon request.
- 37.2. **Labor Compliance Program:** Designer/Builder specifically acknowledges and understands that if the District and/or its designee or the California Department of Industrial Relation's Compliance Monitoring Unit, operates a labor compliance program on this Project ("LCP"), that the Designer/Builder shall perform the Work of the Project while complying with all the applicable provisions of the LCP.
- 37.3. **Local, Small Local and Small Local Resident Business Enterprise Program.** The District has established a mandatory Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBEP) to further encourage and facilitate full and equal opportunities for local and small

Alameda County business owners who are interested in doing business and working on the District's General Obligation Bond Projects. The District's goal is to partner with the local community and demonstrate its leadership through this program, aimed at harnessing local resources to achieve maximum local benefits. The Designer/Builder shall comply with the L/SL/SLRBEP.

- 37.4. **Project Labor Agreement.** The District has entered into a Project Labor Agreement with Building and Construction Trades Council of Alameda County and local trade unions (PLA). The Designer/Builder shall comply with the PLA.
38. **ANTI-TRUST CLAIM:** Designer/Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Designer/Builder, without further acknowledgment by the Parties.
39. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
40. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
41. **BINDING CONTRACT:** This Contract shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
43. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
44. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.
45. **OWNERSHIP OF CERTAIN PROPRIETARY PROPERTY RIGHTS:** District shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the equipment. Designer/Builder shall grant to District a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for District to continue to operate, maintain, and repair the equipment in a manner that will yield maximum energy production and/or energy consumption reductions.
46. **OWNERSHIP OF ANY EXISTING EQUIPMENT:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Designer/Builder pursuant to this Contract. If applicable, Designer/Builder shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Designer/Builder' notice, designate in writing to Designer/Builder which replaced equipment and materials that should not be disposed of off-site by Designer/Builder (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Designer/Builder shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Designer/Builder shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.
47. **UTILITY WORK:** District expressly understands and agrees that the definition "Force Majeure" above also

includes any Interconnection Facilities work that may need to be performed by the local Utility ("Utility") in order for Designer/Builder to fully implement the Project. "Interconnection Facilities" shall mean any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under a separate contract between District and the Utility. Designer/Builder shall prepare all Interconnection Facilities documentation, and collect all Interconnection Facilities information in a time frame to ensure maximum benefit to the District and to comply with all requirements. Designer Builder shall also cooperate and assist the District in facilitating the Interconnection Facilities work.

48. ENERGY CREDITS: District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of the any facilities installed on the Project ("Generating Facilities"). This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:

- 48.1. All Environmental Incentives associated in any way with the Generating Facilities. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the forgoing, "Environmental Incentives" includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under the California Solar Initiative or other incentive programs offered by the State of California and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the Generating Facilities or the energy produced from the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities.
- 48.2. All rights and interests in performance based incentive payments to be made under the California Solar Initiative.
- 48.3. All reporting rights and the exclusive rights to claim that the District is responsible for the delivery of the energy from the Generating Facilities.
- 48.4. The District is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the energy and the delivery thereof to each Energy Delivery Point.
- 48.5. The District is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.
- 48.6. District shall be the owner of and shall be entitled to all: (i) carbon reduction tonnes as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government; and (ii) "renewable energy credits," as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code, associated with the Generating Facilities, and Designer/Builder shall take such steps as District shall reasonably request to confirm District's ownership of such renewable energy credits.
- 48.7. Design/Builder is not responsible for compliance, certification, reporting, or other requirements associated with the sale, ownership, rights, or certifications for these energy credits, but Design/Builder will provide reasonable advice and consultation to the District as requested.
- 48.8. Design/Builder will use commercially reasonable efforts so that the data collection of the system will be sufficient to take advantage of the energy credit market.

Rebate Programs. On behalf of the District, Designer/Builder shall prepare and submit to the applicable agencies all applications and documentation necessary for all available energy production and/or energy efficiency rebate(s), incentive(s), and/or loan program(s) ("Incentive Funds"). This shall include actions

necessary to ensure compliance with the Utility's (currently Pacific Gas & Electric) net metering program and all interconnection agreements and related documents for the District's participation and utilization of the benefits of that program. While Designer/Builder has extensive experience in assisting Districts with procuring Incentive Funds for school districts, Designer/Builder does not guarantee that these Incentive Funds will be received by the District. Procurement, or lack thereof, of these Incentive Funds will not alter the Contract Amount of this Contract, or payment timeline associated with standard progress invoicing and payments.

49. RESPONSIBILITIES OF THE DISTRICT

- 49.1. The District shall examine the documents submitted by the Designer/Builder and shall render decisions so as to avoid unreasonable delay in the process of the Designer/Builder's Services.
- 49.2. The District shall verbally or in writing advise the Designer/Builder if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Designer/Builder's documents. Failure to provide such notice shall not relieve Designer/Builder of its responsibility therefore, if any.
- 49.3. Unless the District and the Designer/Builder agree that a hazardous materials consultant shall be a consultant of the Designer/Builder, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Designer/Builder and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Designer/Builder. If the hazardous materials consultant is furnished by the District and not a consultant of the Designer/Builder, the specifications shall include a note to the effect that they are included in the Designer/Builder's bid documents for the District's convenience and have not been prepared or reviewed by the Designer/Builder. The note shall also direct questions about the specifications to its preparer.
- 49.4. District personnel and/or its designated representatives shall coordinate with Designer/Builder as may be requested and desirable for the coordination or management of work related to the Project.
- 49.5. The District shall provide to the Designer/Builder all relevant information it knows it possesses regarding the Project that the Designer/Builder needs to perform its Services. The District shall provide this information and its decisions required under this Agreement in a timely manner and to avoid unreasonable delay in the Project.

50. LIABILITY OF DISTRICT

- 50.1. Other than as provided in this Agreement, and except as prohibited by law, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, and except as prohibited by law, 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 Agreement for the Services performed in connection with this Agreement.
- 50.2. District shall not be responsible for any damage to persons or property as a result of the Designer/Builder's use, misuse or failure of any equipment used by Designer/Builder, or by its employees, even though such equipment be furnished or loaned to Designer/Builder by District.

51. **OUTPUT GUARANTEE.** Designer/Builder hereby guarantees to District guaranteed energy output from each System as indicated in the attached **Exhibit "H"** (Agreement for Output Guarantee and Parameters and Energy Output Data for School Sites) ("Output Guarantee" or "Performance Guarantee"). The Output Guarantee is only excused by the terms of **Exhibit "H"** and shall not be excused by a failure of equipment, a failure of maintenance, operations, or repair, or any failed performance of Designer/Builder pursuant to its obligations under the Operations & Maintenance Agreement, attached hereto as **Exhibit "B."** If Designer/Builder must exceed its obligations under the Operations & Maintenance Agreement to satisfy its obligations under the Output Guarantee, then the Designer/Builder shall take all necessary actions to satisfy the Output Guarantee, at no expense to the District.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: _____
Proper Name of Designer/Builder: _____
Signature: _____
Print Name: _____
Title: _____

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:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. 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 his 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 Contract.

Date: _____
Proper Name of Designer/Builder: _____
Signature: _____
Print Name: _____
Title: _____

(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 awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Designer/Builder currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Designer/Builder.

Designer/Builder certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Designer/Builder has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Designer/Builder's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing Services pursuant to the Contract, 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 Designer/Builder's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Designer/Builder has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Designer/Builder's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Designer/Builder certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Designer/Builder who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Designer/Builder's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Designer/Builder's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Designer/Builder.

Date: _____

Proper Name of Designer/Builder: _____

Signature: _____

Print Name: _____

Title: _____

DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person’s or organization’s policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. I acknowledge that I am aware of the District’s policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site

Date: _____

Proper Name of Designer/Builder: _____

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Designer/Builder hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations “New Material Hazardous”, shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Designer/Builder's work on the Project for District.

Designer/Builder further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Designer/Builder if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with “New Hazardous Material” containing equipment will be immediately rejected and this Work will be removed at Designer/Builder's expense at no additional cost to the District.

Designer/Builder has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____
Proper Name of Designer/Builder: _____
Signature: _____
Print Name: _____
Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Designer/Builder and its employees will be providing services for the District, and because the Designer/Builder’s work may disturb lead-containing building materials, **DESIGNER/BUILDER IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Designer/Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Designer/Builder shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Designer/Builder. If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Designer/Builder will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Designer/Builder to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Designer/Builder to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER’S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE DESIGNER/BUILDER.

Date: _____
Proper Name of Designer/Builder: _____
Signature: _____
Print Name: _____
Title: _____

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION (Public Contract Code § 3006)

I, _____, _____
Name Name of Designer/Builder

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I _____, _____
Name Name of Designer/Builder

certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____, _____
Name Name of Designer/Builder

have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Address of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____

Proper Name of Designer/Builder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Designer/Builder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Oakland Unified School District**, ("District") and **SunPower Corporation, Systems** ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship for one (1) year from the completion date of the work of this Agreement, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for one (1) year from the completion date of the work of this Agreement, during which time Surety's obligation shall continue if Designer/Builder shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. Nothing herein shall limit the District's rights or the Designer/Builder's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15 during the bond term.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Designer/Builder's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

SUNPOWER CORPORATION, SYSTEMS

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Designer/Builder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Designer/Builder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Oakland Unified School District**, (or "District") and **SunPower Corporation, Systems** ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

SUNPOWER CORPORATION, SYSTEMS

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Designer/Builder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

Exhibit "A"

SCOPE OF WORK

Article 1. ASSESSMENT. Designer/Builder shall prepare an analysis of the types, quantities, and placement of energy conservation measures including the best options for photovoltaic (PV) panel design and installation at the Sites.

Article 2. DESIGN SERVICES

- 2.1. During the Design and Construction Phases of the Project, Designer/Builder will meet with District to review equipment, scope of work, and installation plans that relate to the design and construction of the Project.
- 2.2. During the course of the Work, and at least weekly, Designer/Builder will provide reports to the District of the general status and progress of the Work.
- 2.3. Although the Parties acknowledge that the Designer/Builder's Services are not completely severable between design, procurement, installation, construction, commissioning, and training, the following scopes of services will be generally referred to as the Services that the Designer/Builder shall perform during the design phase of the Work for the scopes of work for which Designer/Builder is designing the Project, which are the following portions of the Project:

Design, Installation, and Construction of Photovoltaic Systems at the School Sites with a cumulative first year energy production of Six Million Eight Hundred Thirty-Six Thousand Seven Hundred Ninety-Seven kilowatt hours (6,836,797 kWh).

2.4. Scope, Responsibilities, And Services Of Designer/Builder

- 2.4.1. Designer/Builder shall provide Services that shall comply with professional architectural standards, recognized industry standards for professional skill and judgment, and applicable requirements of federal, state, and local law.
- 2.4.2. Designer/Builder acknowledges that all California school districts are now obligated to develop and implement storm water requirements.
- 2.4.3. Designer/Builder shall contract for or employ at Designer/Builder's expense, consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscape architects, low voltage, data, and telephone consultants as necessary, licensed as required by the State of California. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Designer/Builder under terms of the Agreement.
- 2.4.4. The District shall provide to Design/Builder information and documentation that the District currently has related to the School Sites including geotechnical reports, topographic surveys, and related items. If Designer/Builder determines that the information or documentation the District provides is insufficient for purposes of design or if the Designer/Builder believes it needs additional information, including a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; determinations of the location of all subsurface utilities; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; and/or tests for anticipating subsoil conditions, the Designer/Builder shall procure those items, at its expense, that it determines are required to complete the Project.
- 2.4.5. Designer/Builder shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals

employed by the District for the design, coordination or management of other work on the School Sites.

- 2.4.6. Designer/Builder shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies or their authorized agents, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.4.7. Designer/Builder shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project, if applicable.
- 2.4.8. Designer/Builder shall coordinate with the District's DSA Project Inspector(s).
- 2.4.9. Designer/Builder shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website. Pictures shall be limited to Designer/Builder's Project scope.
- 2.4.10. As part of the basic Services pursuant to this Agreement, Designer/Builder is NOT responsible for the following, however, it shall coordinate and integrate its work with any of the following information and/or services provided by District:
 - 2.4.10.1. Ground contamination or hazardous material analysis.
 - 2.4.10.2. Any asbestos and/or lead testing, design or abatement.
 - 2.4.10.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Designer/Builder agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Designer/Builder when reasonably required for incorporation into the Project design, the Designer/Builder may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
 - 2.4.10.4. Historical significance report.
 - 2.4.10.5. Re-zoning: it is assumed that the proposed locations are zoned for solar electric installations and no delays will occur due to zoning issues.
 - 2.4.10.6. Easement adjustments: it is assumed that no roads, bridges, utility power lines, local CC&R's, etc, will be of such a nature as to disrupt the solar installation and no delays will occur due to easement issues.

2.5. Designer/Builder Staff

- 2.5.1. The Designer/Builder has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 2.5.2. The Designer/Builder shall not change any of the key personnel without prior written approval by District, unless said personnel cease to be employed by Designer/Builder. In either case, District shall be allowed to interview and approve replacement personnel. Such approval shall not be unreasonably withheld.
- 2.5.3. If any designated lead or key person fails to perform to the reasonable satisfaction of the

District, then upon written notice the Designer/Builder shall have five (5) days to remove that person from the Project and replace that person with one reasonably acceptable to the District.

- 2.5.4. Designer/Builder shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in “responsible charge” of persons who observe the construction.

2.6. Ownership Of Data

- 2.6.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Designer/Builder or its consultants, prepares or causes to be prepared pursuant to this Agreement, limited to this Work.
- 2.6.2. The Designer/Builder retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Designer/Builder or its consultants prepares or causes to be prepared pursuant to this Agreement.
- 2.6.3. The Designer/Builder shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Designer/Builder shall deliver to the District, on request, the tape, “thumb” drive, and/or compact disc format and compatible with AutoCAD 2006 (not .pdf). As to any drawings that Designer/Builder provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 2.6.4. In order to document exactly what CADD information was given to the District, Designer/Builder and District shall each sign a “hard” copy of reproducible documents that depict the information at the time Designer/Builder produces the CADD information. District agrees to release Designer/Builder from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Designer/Builder or Consultant(s) subsequent to it being given to the District.
- 2.6.5. Following the termination of this Agreement, for any reason whatsoever, the Designer/Builder shall promptly deliver to the District upon written request the following items (hereinafter “Instruments of Service”) in electronic format (Microsoft Word), unless otherwise indicated, assuming the District has made all payments to Designer/Builder as required by the termination provisions in this Agreement.
 - 2.6.5.1. One set of the Contract, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 2.6.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract.
 - 2.6.5.3. One set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 2.6.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Designer/Builder under this Agreement.
- 2.6.6. In the event the District changes or uses any fully or partially completed documents without the Designer/Builder’s knowledge and participation, the District agrees to release Designer/Builder of responsibility for such changes, and shall indemnify, defend and hold the

Designer/Builder harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Designer/Builder is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Designer/Builder's full involvement, the District shall remove all title blocks and other information that might identify the Designer/Builder and the Designer/Builder's consultants.

2.7. Certificate Of Designer/Builder

- 2.7.1. Designer/Builder certifies that the Designer/Builder is properly certified and licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

Article 3. DESIGN SERVICES BY PHASE

3.1. Early Design Phase(s). Designer/Builder agrees to provide the services described below:

- 3.1.1. Designer/Builder shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Designer/Builder under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Designer/Builder shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 3.1.2. The District shall provide all information available to it to the extent the information relates to Designer/Builder's scope of work. This information shall include, if available,
 - 3.1.2.1. Physical characteristics;
 - 3.1.2.2. Legal limitations and utility locations for the Project site(s);
 - 3.1.2.3. Written legal description(s) of the Project site(s);
 - 3.1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
 - 3.1.2.5. Adjacent drainage;
 - 3.1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
 - 3.1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
 - 3.1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
 - 3.1.2.9. Surveys, reports, as-built drawings;
 - 3.1.2.10. Subsoil data, chemical data, and other data logs of borings;
 - 3.1.2.11. DSA Numbers for all buildings, as necessary to obtain DSA approval of plans to be submitted by Designer/Builder under the contracted scope of work.
- 3.1.3. Designer/Builder shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District. "Visually Verify" means to verify to

the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

3.2. Schematic Design / Design Development Phase. The Designer/Builder shall prepare for the District's review a design report, containing the following items if applicable to the Project scope, as follows:

3.2.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be specific task responsibilities of the Designer/Builder, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.

3.2.2. Solar structure layout at the School Sites.

3.2.3. Structural

3.2.3.1. Structural drawing with all major members located and sized.

3.2.3.2. Layout structural and identify structural systems

3.2.3.3. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

3.2.4. Landscape and Hardscape

3.2.4.1. Landscape and hardscape plans, as necessary to return sites to presentable condition, for each site for areas under and around each new structure, fencing, and parking lot areas.

3.2.4.2. Trees to be removed within the construction area will be identified. Designer/Builder will assist the District in identifying other potential trees it may be required to remove to prevent shading that will impact power generation of the System(s) in areas outside the construction area

3.2.5. Presentation

3.2.5.1. Designer/Builder shall present and review with the District the detailed design information and deliverables for this phase.

3.3. Construction Documents Phase. Upon District's acceptance of Designer/Builder's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Designer/Builder shall prepare from the accepted deliverables from the previous design phase a set of 100% complete construction documents for submission to DSA and for review by the District, and which will consist of the following for each proposed System within Designer/Builder's scope of work:

3.3.1. Architectural

3.3.1.1. Completed site plan.

3.3.1.2. Architectural details completed.

3.3.1.3. Site utility plans completed.

3.3.1.4. Fixed equipment details and identification completed.

3.3.2. Structural

3.3.2.1. Structural calculations completed.

3.3.3. Mechanical

3.3.3.1. Complete energy production calculations and report.

3.3.4. Landscape and Hardscape

3.3.4.1. Completion of all landscape and hardscape plans for each site for areas under and around each new structure, fencing, and parking lot areas as necessary to return sites to practical, presentable and functional condition(s), consistent with the surrounding area. This includes, unless inappropriate, paving where surrounding areas are paved and planting where surrounding areas have planting, excluding replanting of trees removed to allow construction of the System.

3.3.4.2. Trees within the construction area will be identified for Designer/Builder removal.

3.3.5. Deliverables and Numbers of Copies

3.3.5.1. Designer/Builder shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.3.5.1.1. Two copies of reproducible copies of working drawings;

3.3.5.1.2. Two copies of engineering calculations;

3.3.5.1.3. Two copies of statement of requirements for testing and inspection of service for compliance with applicable codes;

3.3.5.1.4. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date.

3.3.6. **Record Drawings.** During construction, Designer/Builder shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Builts, sketches, details, and clarifications. The Designer/Builder shall deliver the Record Drawings to the District at completion of the construction and it shall be a condition precedent to the District's approval of the Designer/Builder's final payment.

3.3.7. **O&M Manuals / Warranties.** Designer/Builder shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications. The Designer/Builder shall deliver the O&M Manuals / Warranties to the District at completion of the construction and it shall be a condition precedent to the District's approval of the Designer/Builder's final payment.

Article 4. DESCRIPTION OF WORK AND SERVICES BY SCOPE

4.1. **General.** Designer/Builder shall design, install, and construct the Work at the School Sites. The Entire System shall be installed to conform to National Electric Code, Division of the State Architect ("DSA") requirements, Pacific Gas & Electric interconnection agreements, City and County access requirements, and incentives under the California Solar Initiative (CSI). Designer/Builder's Work shall include:

4.1.1. Meetings and discussions as needed with DSA, Fire Department, Pacific Gas & Electric, and others as needed to achieve project approval.

4.1.2. Criteria for beneficial use as defined in the Agreement,

4.1.3. Installation of elevated tracker solar structures allowing parking below and traffic circulation between canopies. Structures shall be limited to the areas generally indicated on the site plans provided in **Exhibit "G"**, unless changes to locations are mutually agreed upon by the District and Designer/Builder.

4.1.4. Installation of electrical equipment pad and utility tie-ins shall be limited to the areas generally indicated on the site plans provided in **Exhibit "G"**, unless changes to locations are

mutually agreed upon by the District and Designer/Builder. To the extent practical, the selection of the final location will consider methods to block the view of the electrical equipment from offsite public areas.

- 4.1.5. Removal of light standards in areas with solar structure(s) and replacement with lighting attached to the underside of the solar structure(s). Existing lighting circuits can be re-used for PV Array support structures lighting system and those existing circuits have ample current carrying capacity to provide required lighting at PV Array support structures. New lighting circuit installation is excluded from this proposal as well as any required timing circuit reconfiguration. Lighting design and/or installation beyond the PV Array support structures is not included in this agreement.
- 4.2. **PG&E Requirements.** The CSI provides financial incentives to customers installing PV systems in the investor owned utility territories of Pacific Gas and Electric, Southern California Edison, and San Diego Gas and Electric. Designer/Builder shall ensure that all of the Work, as required, complies with all requirements, including the metering and monitoring requirements, outlined in the CSI Program Handbook.

4.3. **DSA Approvals & Permits**

- 4.3.1. Designer/Builder, its designers and contractors shall provide documentation required for all approvals by DSA.
- 4.3.2. Designer/Builder shall notify the District and the District's Project Inspector(s) of required inspections and shall provide reasonable access and accommodations for inspections.

4.4. **Monitoring**

- 4.4.1. Install a data acquisition system, which provides access by unlimited individuals to data via the internet, which shall include options for display of daily energy generation by site, and system-check features. This will include a system that will monitor and log the Entire System performance on a daily basis by School Site. This information can be reviewed on a daily basis by District personnel. This information can be used to establish an operational baseline operation. Following is a detailed description of the Monitoring requirements:
 - 4.4.1.1. Electricity generation monitoring reports,
 - 4.4.1.2. Communication with a third party monitoring company to be provided via cellular modem.

4.5. **Protection Of Existing Structures And Utilities**

- 4.5.1. The School Sites have above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Designer/Builder shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Designer/Builder's expense and made to the District's satisfaction.
- 4.5.2. Designer/Builder shall be alert to the possibility of the existence of additional structures and utilities. If Designer/Builder encounters additional structures and utilities, Designer/Builder will immediately report to the District for disposition of same as indicated in the General Conditions.
- 4.5.3. Designer/Builder shall conduct an engineering evaluation to determine whether any undergrounding power lines will create the potential for electrolytic corrosion of any other underground utilities near such power lines. Where the potential for electrolytic corrosion exists, Designer/Builder shall also design and install (1) a cathodic protection system to

protect such utilities or (2) another protection system approved by the District.

4.6. Site Access

- 4.6.1. Exclusive of local ordinances, District shall not restrict access to construction site during standard working hours (7 am – 5 pm, Monday-Friday).
- 4.6.2. No new access roads are planned; however, should the need arise, District and Designer/Builder shall agree upon reasonable accommodations and compensation. Designer/Builder shall return existing surfaces to a preconstruction condition.
- 4.6.3. District and Designer/Builder shall provide 24/7 unrestricted access to existing electric utility meter and the utility lockable disconnect location
- 4.6.4. District to permit using on site water and power as available for construction at no charge to Designer/Builder, with the exception of fire hydrants
- 4.6.5. District to permit use of a temporary diesel generator onsite during construction activities, subject to local ordinances.

4.7. Specific measures include:

4.7.1. All School Sites

- 4.7.1.1. Written Designer/Builder Safety Plans, signs and temporary fencing as needed
- 4.7.1.2. Engineering and stamped drawings for District and DSA approval.
- 4.7.1.3. Layout drawings for Fire Department review
- 4.7.1.4. Single line and electrical drawings for Pacific Gas & Electric
- 4.7.1.5. Assistance with incentive forms and submission requirements
- 4.7.1.6. Installation of Panels per approved design
- 4.7.1.7. All DC and AC Disconnects as required by code
- 4.7.1.8. Combiner boxes as required
- 4.7.1.9. All connectors and wire
- 4.7.1.10. All necessary Inverters per approved design
- 4.7.1.11. Transformer and metering section as required.
- 4.7.1.12. Design, provide and set Concrete pad(s)
- 4.7.1.13. District requirements for concrete encased duct banks, concrete capped duct banks, or slurry are excluded.
- 4.7.1.14. **Safety/Security Features including:**
 - 4.7.1.14.1. Empty conduit, with pull string, for power and signal for future District-supplied cameras from PV structures to local equipment pads. Electrical supply and mounting accommodation for District-supplied cameras. Install spare conduit from local array to interconnection point.
 - 4.7.1.14.2. Galvanized chain link fencing 6' tall with wire mesh fabric for perimeter security fencing around electrical equipment pad.
- 4.7.1.15. Protective bollards and overhead "low ceiling" signs as needed
- 4.7.1.16. Low Voltage Point of connection

- 4.7.1.17. Excavation, trenching, compaction and concrete or brick replacement with materials in kind. Standard dig trenching based on use of EMT conduit with rain-tight compression fittings for above ground installations and schedule 40 PVC conduit for below ground installations.
- 4.7.1.18. On-line connection(s) that can receive all information on power generation including, without limitation, daily power generation, cumulative generation, and historical daily generation.
- 4.7.1.19. Signage as required by District and utility
- 4.7.1.20. Installation of structures, panels, wiring and trenching for ground-mounted solar shade structures.
 - 4.7.1.20.1. Support structures will utilize a foundation of 36" round caisson approximately 3 feet above grade and approximately 12 feet below grade. Architectural enhancements to the PV Array support structures are not included in this agreement.
 - 4.7.1.20.2. Structures to be constructed up to 9 foot 6 inch clearance for parking. This agreement assumes all carport structures to be constructed in a single phase with no phased scheduling to accommodate special parking provisions
 - 4.7.1.20.3. Solar structures constructed to withstand site max wind speed 85mph 3 sec wind gust, unless otherwise required by DSA.
- 4.7.1.21. Painting of all supports for ground-mounted solar structures. Metal materials that are either factory-finished or non-corrosive, will not need painting for weather protection.
- 4.7.1.22. Pass through manufacturer warranties as indicated in Exhibit I.

4.7.2. Additional Items

- 4.7.2.1. DC runs to be trenched or bored as necessary from array combiner box locations to inverter equipment pad.
- 4.7.2.2. Design includes rigid conduit from underground transition to combiner boxes, EMT conduit with rain-tight compression fittings above combiner boxes for any aboveground low voltage or AC circuits and PVC for all underground conduit.
- 4.7.2.3. DC array wiring to combiner boxes may be exposed on the underside of PV modules, neatly secured to PV modules and/or racking system. DC source circuits are USE-2 weather rated for exterior exposure.
- 4.7.2.4. DC array grounding achieved by use of SunPower proprietary grounding clip.
- 4.7.2.5. DC Combiner box proximity to actual solar array shall be no more than 5 to 10 lineal feet in distance.
- 4.7.2.6. Equipment Location & Tie-In
- 4.7.2.7. Electrical equipment such as the inverter and transformer (as required) will be installed on the ground with a standard SunPower service concrete pad, or attached to building located as shown on the proposal level layout drawings.
- 4.7.2.8. Fixed Carport Option = Drilled Cast-In-Place method, 36" round caisson, 12' Deep, 3-0' above grade, or as required by DSA for 12' min. height canopy.
- 4.7.2.9. If Medium voltage transformers are required in order to step-up voltage to match point of interconnection voltage or transmit long distances, transformers shall be

480V:12kV, non-Dry-type by manufacturer of SunPower's choosing. Secondary containment is not included.

4.7.2.10. AC cable sizing is based on the assumption that the soil thermal resistivity (RHO) is less than or equal to 120°C-cm/W.

4.7.2.11. Assumes all parking lot light standards in direct conflict with installation of photovoltaic shade structures/parking canopies will be removed by SunPower. Also assumes that the existing lighting circuits, for those removed parking lot light standards, can be re-used for photovoltaic shade structures/parking canopies lighting system and that those existing circuits have ample current carrying capacity to provide required lighting at shade structures/parking canopies, per jurisdictional code requirements. New lighting circuit installation is excluded as well as any required timing circuit reconfiguration, lighting controllers, relays, or new panel boards. Lighting design and/or installation beyond the photovoltaic shade structures/parking canopies is not included. Includes Fluorescent fixtures for lighting under structures, 1.5 specified light fixtures per structural shade structure/parking canopy bay with a material allowance for light fixtures of \$115 each.

4.7.2.12. Architectural enhancements to the photovoltaic shade structure/parking canopy structures or ground and roof arrays and mounting systems are not included.

1.1. Commissioning

1.1.1. **Summary**

1.1.1.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract.

1.1.1.2. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.

1.1.1.3. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner

1.1.1.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

1.1.2. **Description**

1.1.2.1. Designer/Builder Startup: prior to District's acceptance of Work, Designer/Builder shall perform a program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.

1.1.2.1.1. The District and the DSA Project Inspector (IOR) shall be present to observe, inspect and identify deficiencies in Building Systems Operations.

1.1.2.2. The completion of startup means the entire Project including startup and fine tuning has been performed to the requirements of the Contract and is verified in writing by the District and the IOR.

1.1.2.3. Fine Tuning: Fine tuning is the responsibility of Designer/Builder after District's beneficial use and ending one year after District's beneficial use. During this time the Designer/Builder is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.

1.1.2.3.1. Includes a period after occupancy where systems are optimized under

"live" operating conditions and any outstanding construction deficiencies are corrected.

- 1.1.2.3.2. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

1.1.3. Definition Of Terms

- 1.1.3.1. Designer/Builder's Pre-Commissioning Checklists: Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.
- 1.1.3.2. Installation Verification Process: Includes the on-site inspection and review of related System components for conformance to the Contract. The Designer/Builder shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the District and the IOR for future resolution.
- 1.1.3.3. Functional Performance Testing Process: Includes the documented testing of System parameters, under actual or simulated operating conditions. Final performance commissioning of the Systems will begin only after the appropriate Designer/Builder certifies that Systems are 100% complete and ready for functional testing. The contractors will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.
- 1.1.3.4. Deficiencies and Resolutions List: Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the District and the IOR. Deficiencies are defined as those issues where products execution or performance does not satisfy the Contract and/or the design intent.

1.1.4. Commissioning Duties And Responsibilities

- 1.1.4.1. Designer/Builder Duties and Responsibilities:
 - 1.1.4.1.1. Assure the participation and cooperation of subcontractors and suppliers under their jurisdictions as required to complete the commissioning process.
 - 1.1.4.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.
 - 1.1.4.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of System readiness for performance testing is required.
 - 1.1.4.1.4. Provide qualified representatives for the functional performance commissioning process.
- 1.1.4.2. Assure that all subcontractors and suppliers include in their respective contracts cost necessary to participate in and complete the commissioning process.
- 1.1.4.3. Duties and responsibilities of others for Commissioning: The commissioning process requires the active participation of the District and the IOR, and any other related Consultants on the project.

- 1.2. **Maintenance, Operations, And Repair.** The Designer/Builder shall perform all work and services as indicated in the Operations & Maintenance Agreement, attached hereto as **Exhibit "B."**

The scope of work at each site is anticipated to include the following systems. This scope will be finalized at the conclusion of the Design Development phase. In addition, the drawings attached hereto as part of Exhibit “G” indicated the anticipated System layouts for each Site.

BRETT HARTE MS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	112	RMR (Roof Mounted Rack)
Roof B	50	RMR (Roof Mounted Rack)
Roof C	42	RMR (Roof Mounted Rack)
TOTAL	204	
CASTLEMONT HS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	152	T-5 Self-Ballasted or RMR (Roof Mounted Rack)
Roof B	120	T-5 Self-Ballasted or RMR (Roof Mounted Rack)
Roof C	0	N/A
Roof D	13	T-5 Self-Ballasted or RMR (Roof Mounted Rack)
Roof E	0	N/A
Roof F	31	T-5 Self-Ballasted or RMR (Roof Mounted Rack)
Roof G	0	N/A
Roof H	0	N/A
Parking A	131	Double Cantilevered Parking Canopy
TOTAL	447	
CLAREMONT MS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A1	10	RMR (Roof Mounted Rack)
Roof A2	10	RMR (Roof Mounted Rack)
Roof C	39	RMR (Roof Mounted Rack)
TOTAL	60	TO BE SCALED UP TO 138 KWdc
EDNA BREWER MS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	24	RMR (Roof Mounted Rack)
Roof B	31	RMR (Roof Mounted Rack)
Roof C	0	N/A
Roof D	47	RMR (Roof Mounted Rack)
Roof E	0	N/A
TOTAL	102	TO BE SCALED UP TO 156 KWdc
HAVENSCOURT MS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	133	RMR (Roof Mounted Rack)
TOTAL	133	

KING ESTATES MS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	0	N/A
Roof B	0	N/A
Roof C	0	N/A
Roof D	92	RMR (Roof Mounted Rack)
TOTAL	92	
LOWELL MS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	0	N/A
Roof B	55	RMR (Roof Mounted Rack)
Roof C1	65	RMR (Roof Mounted Rack)
Roof C2	50	T-5 Self-Ballasted or RMR (Roof Mounted Rack)
Roof D	0	N/A
TOTAL	170	
MCCLYMONDS HS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	76	RMR (Roof Mounted Rack)
Roof B	42	RMR (Roof Mounted Rack)
Roof C	0	N/A
Roof D	131	RMR (Roof Mounted Rack)
Roof E	0	N/A
Roof F	42	RMR (Roof Mounted Rack)
Parking A	0	N/A
TOTAL	290	
MONTERA MS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	0	N/A
Roof B	105	RMR (Roof Mounted Rack)
Roof C	68	RMR (Roof Mounted Rack)
TOTAL	173	
OAKLAND HS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	71	RMR (Roof Mounted Rack)
Roof B	245	RMR (Roof Mounted Rack)
Roof C	65	RMR (Roof Mounted Rack)
Roof D	52	RMR (Roof Mounted Rack)
TOTAL	434	TO BE SCALED UP TO 741 KWdc
OAKLAND INT'L HS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	63	T-5 Self-Ballasted or RMR (Roof Mounted Rack)

Roof B	23	RMR (Roof Mounted Rack)
Roof C	32	RMR (Roof Mounted Rack)
TOTAL	118	TO BE SCALED UP TO 235 kWdc
OAKLAND TECH HS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	73	RMR (Roof Mounted Rack)
Roof B	102	RMR (Roof Mounted Rack)
Roof C	81	RMR (Roof Mounted Rack)
Roof D	37	RMR (Roof Mounted Rack)
Roof E	0	N/A
Roof F	89	RMR (Roof Mounted Rack)
Roof G	115	RMR (Roof Mounted Rack)
TOTAL	497	TO BE SCALED UP TO 757 kWdc
ROOSEVELT MS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	0	N/A
Roof B	0 (could be 55)	N/A (further investigation required)
Roof C	136	RMR (Roof Mounted Rack)
TOTAL	136	TO BE SCALED UP TO 194 kWdc
SANKOFA ES	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	55	T-5 Self Ballasted
Roof B	0	N/A
Roof C	0	N/A
TOTAL	55	
SKYLINE HS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	123	RMR (Roof Mounted Rack)
Roof B	0	N/A
Roof C	0	N/A
Roof D	0	N/A
Roof E	0	N/A
Parking A	91	Double Cantilevered Parking Canopy
Parking B	91	Double Cantilevered Parking Canopy
Parking C	143	Double Cantilevered Parking Canopy
TOTAL	449	
WESTLAKE MS	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	128	RMR (Further investigation required)
Roof B	65	RMR (Further investigation required)
TOTAL	194	

WOODLAND ES	PROPOSED CAPACITY (kWdc)	SYSTEM TYPE
Roof A	86	RMR (Roof Mounted Rack)
Roof B	18	RMR (Roof Mounted Rack)
Roof C	16	RMR (Roof Mounted Rack)
Roof D	10	RMR (Roof Mounted Rack)
Roof E	0	N/A
Roof F	5	RMR (Roof Mounted Rack)
Roof G	42	RMR (Roof Mounted Rack)
TOTAL	178	

Exhibit "B"

[DRAFT FORM ATTACHED]

OPERATIONS & MAINTENANCE AGREEMENT

*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").*

NOW, THEREFORE, 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> <p>a. Technical support line: 1-800-251-9728 (24 hours per day, 7 days per week)</p> <p>b. Support technicians specialize in remote troubleshooting and providing step-by-step diagnosis instructions</p>	As needed
<p><u>SunPower Performance Monitoring Website</u></p> <p>a. Customer web site updated every 15 minutes for monitoring operational and environmental performance of the SunPower solar power system</p> <p>b. All site data can be downloaded to Customer's computer in Microsoft Excel format</p> <p>c. Customer will be provided with login credentials for use during the term of this Agreement</p>	As needed
<p><u>Performance Reports</u></p> <p>a. Actual vs. expected performance of the System for the period with a comparison of performance to a typical weather year</p> <p>b. Environmental benefits will be estimated and included</p> <p>c. Annual Operations and Maintenance records will be provided to Customer upon request</p> <p>d. Optional custom reports can be supplied on a time and material basis</p>	Monthly
<p><u>Daily Performance Monitoring and Notification</u></p> <p>a. Continuous monitoring of Customer's System via experienced solar monitoring technicians</p> <p>b. Operational status (inverter and system on/off) and performance alerts (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>	As needed
<p><u>Preventive Maintenance, Inspections & Testing</u></p> <p>a. Array</p> <p>i. Inspect PV modules for damage, discoloration or de-lamination</p>	Annual

<ul style="list-style-type: none"> ii. <i>Inspect mounting system for damage or corrosion</i> b. Trackers <ul style="list-style-type: none"> i. <i>Inspect tracker components for damage or corrosion</i> ii. <i>Inspect tracker controllers for damage</i> iii. <i>Lubricate tracker motors and jackscrews</i> iv. <i>Verify proper operation and alignment</i> c. Inverter <ul style="list-style-type: none"> i. <i>Torque checks on critical electrical terminations</i> ii. <i>Clean all filters and fans</i> iii. <i>Inspect inverter pad and container</i> iv. <i>All other preventive maintenance required by OEM warranty</i> d. Electrical BOS <ul style="list-style-type: none"> i. <i>Inspect ground braids, electrodes and conductors for damage</i> ii. <i>Perform thermo-graphic analysis of combiner boxes, inverters, transformers, and conductor connections to buses, breakers or disconnects</i> e. Meteorological Station <ul style="list-style-type: none"> i. <i>Inspect weather measurement equipment for damage</i> ii. <i>Clean pyranometers and reference cells</i> f. Site Conditions <ul style="list-style-type: none"> i. <i>Inspect drainage conditions</i> ii. <i>Inspect vegetation for array shading or fire hazards</i> iii. <i>Inspect safety conditions and proper signage</i> g. Maintenance Reporting <ul style="list-style-type: none"> i. <i>Record results of all inspections</i> ii. <i>Take photographs of any damage or defects identified</i> iii. <i>Inform Owner and warranty providers of all deficiencies identified</i> iv. <i>Provide Owner with recommendations for corrective actions</i> 	
<p><u>Performance Review</u></p> <ul style="list-style-type: none"> a. <i>Review of the following System performance data with a SunPower performance engineer and proposal of a recommend action plan where applicable:</i> <ul style="list-style-type: none"> i. <i>Expected vs. Actual system production (kWh)</i> ii. <i>System Availability</i> iii. <i>Recoverable Degradation</i> iv. <i>Performance Index</i> v. <i>Operation and Maintenance Records</i> vi. <i>Safety, Accidents and Environmental Reporting</i> vii. <i>Proposal of Recommended Actions</i> 	Annual
<p><u>Corrective Maintenance</u></p> <ul style="list-style-type: none"> a. <i>On-site troubleshooting & diagnostics of all system components</i> b. <i>Inverter and Data Acquisition System resets:</i> <ul style="list-style-type: none"> i. <i>Unlimited remote resets (if capability enabled and connection available)</i> ii. <i>Unlimited on-site resets for systems under SunPower warranty</i> iii. <i>Up to two on-site resets per year for systems out of warranty</i> c. <i>Processing of warranty claims on behalf of Customer and verification of replaced equipment</i> d. <i>Management of repair and replacement for equipment out of warranty:</i> <ul style="list-style-type: none"> i. <i>Full scope repair and replacement for equipment out of warranty can</i> 	As needed

<p><i>be provided as part of the Transactional Services</i></p> <p>e. <i>Ongoing warranty support and representation of Customer's interest with System equipment manufacturers</i></p> <p>Module Cleaning</p> <p>a. <i>Surface washing of all modules</i></p> <p>b. <i>Pressure washer settings not to exceed 1,500 PSI</i></p> <p>c. <i>Before and after photographs will be provided</i></p>	<p>Annual</p>
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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 ±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 –	Amount	Notes
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Rates / costs to be charged on a time and materials		
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 a mutually agreed-upon inflation index such as the Consumer Price Index.

- Term.** Operator shall commence providing services under this O&M Agreement on the Output Guarantee Start Date 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.
- 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

- Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, on a quarterly basis pursuant to the following tables, as applicable, and up to a maximum allowance amount of **Four Million One Hundred Thirty-Three Thousand Four Dollars (\$4,133,004)** for all Sites over the Term.

[EXAMPLE] Site	Quarterly O&M Fee	Annual O&M Fee
Bret Harte MSI (Year 1, 1 st Quarter	\$1,331.25	\$5,325.00

Year 1, 2 nd Quarter	\$1,331.25	
Year 1, 3 rd Quarter	\$1,331.25	
Year 1, 4 th Quarter	\$1,331.25	
Year 2, 1 st Quarter	1,371.19	5,484.75
[etc.]		

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	\$ 1,000,000
General Aggregate	\$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 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:** In the event of a dispute between the parties as to performance of Work, O&M Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. 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: _____, 20__

Dated: _____, 20__

Oakland Unified School District

SunPower Corporation, Systems

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

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: _____

Name of Operator or Company: _____

Signature: _____

Print Name and Title: _____

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

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Operator's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Operator's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Operator for the services under this O&M Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

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

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, _____, 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: _____

[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: _____
Name of Consultant: _____

Signature:

Print Name and Title:

Exhibit "C"

SCHEDULE

Schedule

- The days indicated below will begin once the District issues Notice(s) to Proceed for the Project.
- The District intends to issue a Notice to Proceed on or about **September 14, 2012**, for Designer/Builder to begin performing Design Development Services for some or all of the Sites.
- The District intends to issue Notice(s) to Proceed for the design and construction Services on or about **December 1, 2012**.
- The District reserves the right to issue the Notice(s) to Proceed later without impacting the overall time to complete the Work specified in the Notice to Proceed or increasing the Contract Price.
- The Parties anticipate that the Permission to operate letter(s) will be issued by PG&E on or before **July 15, 2013**. Liquidated damages will apply for each School Site where a Permission to Operate letter is not received from PG&E on or before the date indicated in the applicable Notice(s) to Proceed.

Notice(s) to Proceed

- District shall provide Notice(s) to Proceed to Designer/Builder pursuant to the Contract at which time Designer/Builder shall proceed with the Work.
- District has sole discretion to issue Notice(s) to Proceed related by phase(s), by scope(s) of Work, by School Site(s), based on funding authorization(s) or allocation(s), or any other basis as determined by District.
- The Designer/Builder shall, in good faith, accept and execute each Notice to Proceed, but shall have the right to reject a Notice to Proceed if the terms of that Notice to Proceed are commercially unreasonable and inconsistent with the pricing, scope, and schedule provided by Designer/Builder resulting from Designer/Builder's Design Development Services.

Project Schedule (Critical Path – Cost Loaded Schedule)

Prior to performing any work on the Site(s), the Designer/Builder shall provide for the District's review and approval, a detailed, critical path method schedule (cost-loaded) to the District that complies with the Schedule above. Once approved, this shall become the "Project Schedule." Designer/Builder shall update this critical path method schedule (1) monthly at the same time it submits its Application for Payment and (2) at any time requested by the District.

All Project float in the Project Schedule is a resource available to both the District and the Designer/Builder.

Exhibit “D”

CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE

Table D-1

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

Site	Design Development Costs	Detailed Design Costs	Construction Costs	Roof Replacement Costs	Electrical Equipment Upgrades	Total Capital Charge Costs
Bret Harte MS	\$10,071	\$62,111	\$1,057,807	\$237,647	TBD	\$1,367,636
Castlemont HS	\$24,239	\$101,487	\$2,413,419	\$882,487	TBD	\$3,421,631
Claremont MS	\$19,802	\$130,614	\$1,264,980	\$150,246	TBD	\$1,565,643
Edna M. Brewer MS	\$14,442	\$88,611	\$1,065,355	\$365,784	TBD	\$1,534,192
Havenscourt MS	\$10,071	\$58,361	\$760,526	\$374,000	TBD	\$1,202,958
King Estates MS	\$10,071	\$62,338	\$586,095	\$315,683	TBD	\$974,188
Lowell MS	\$10,071	\$68,020	\$905,348	\$58,622	TBD	\$1,042,061
McClymonds HS	\$10,185	\$62,338	\$1,488,168	\$589,315	TBD	\$2,150,006
Montera MS	\$10,071	\$57,793	\$974,443	\$550,122	TBD	\$1,592,429
Oakland HS	\$15,620	\$116,932	\$3,732,242	\$150,657	TBD	\$4,015,452
Oakland International HS at Carter MS	\$20,485	\$136,867	\$1,572,575	\$478,983	TBD	\$2,208,911
Oakland Technical HS	\$20,370	\$112,010	\$3,915,567	\$1,315,980	TBD	\$5,363,927
Roosevelt MS	\$13,441	\$81,726	\$1,248,747	\$300,649	TBD	\$1,644,563
Sankofa Academy at Washington ES	\$10,071	\$58,361	\$418,754	\$260,036	TBD	\$747,222
Skyline HS	\$27,457	\$125,655	\$3,230,341	\$167,706	TBD	\$3,551,160
Westlake MS	\$10,071	\$64,043	\$1,136,658	\$88,235	TBD	\$1,299,007
Woodland ES	\$11,889	\$64,043	\$1,252,374	\$71,679	TBD	\$1,399,985
Totals	\$248,429	\$1,451,310	\$27,023,400	\$6,357,831	\$590,000	\$35,670,970

Table D-2:

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

Site	Annual O&M Cost (first full year)	25-Year O&M Costs	Annual Performance Guarantee Cost (first full year)	25-Year Performance Guarantee Costs	Total Service Costs
Bret Harte MS	\$5,325	\$182,841	\$1,280	\$43,956	\$226,797
Castlemont HS	\$7,806	\$268,030	\$2,367	\$81,260	\$349,290
Claremont MS	\$9,496	\$326,042	\$1,494	\$51,285	\$377,327
Edna M. Brewer MS	\$7,438	\$255,386	\$1,280	\$43,949	\$299,335
Havenscourt MS	\$5,129	\$176,111	\$973	\$33,411	\$209,522
King Estates MS	\$4,414	\$151,561	\$789	\$27,087	\$178,648
Lowell MS	\$5,015	\$172,197	\$1,132	\$38,856	\$211,053
McClymonds HS	\$6,009	\$206,327	\$1,650	\$56,638	\$262,965
Montera MS	\$5,074	\$174,223	\$1,140	\$39,149	\$213,372
Oakland HS	\$13,082	\$449,179	\$3,892	\$133,647	\$582,826
Oakland International HS at Carter MS	\$9,245	\$317,428	\$1,812	\$62,235	\$379,663
Oakland Technical HS	\$12,846	\$441,086	\$3,896	\$133,773	\$574,859
Roosevelt MS	\$6,801	\$233,536	\$1,399	\$48,043	\$281,579
Sankofa Academy at Washington ES	\$4,006	\$137,551	\$637	\$21,860	\$159,411
Skyline HS	\$8,325	\$285,850	\$2,417	\$82,987	\$368,837
Westlake MS	\$5,242	\$179,991	\$1,231	\$42,256	\$222,247
Woodland ES	\$5,116	\$175,665	\$1,166	\$40,039	\$215,704
Totals	\$120,368	\$4,133,004	\$28,554	\$980,430	\$5,113,434

Notes:

1. Annual O&M and Performance Guarantee Costs in Years 2 – 25 are increased 3% relative to the previous year.

Exhibit "E"

SCHEDULE OF VALUES

Schedule of Values

Designer/Builder shall prepare a detailed schedule of values for all of the Work that must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This schedule of values must be approved by the District prior to it being used as a basis for payment.

Design Development	0.7%
Detailed Design	5.6%
Construction	
NTP	2.0%
Payment & Performance Bonds	1.1%
Mobilization, Site Demo	2.8%
Proj. Mgmt, Constr. Mgmt, Admin	6.7%
PV Equipment Procurement	24.2%
Inverters	5.6%
Racking	5.2%
Parking Shade Structures	3.1%
PV & Electrical Install	29.9%
Fencing	0.6%
Trenching	0.9%
Roof Stanchions & Patching	2.2%
Equipment Pad, Asphalt, Concrete	1.5%
Warranties	3.8%
Commissioning	0.5%
Punch List / Final Acceptance	2.4%
Inspections & Gear Certification	0.9%
Permit Allowance	<u>0.4%</u>
Construction Subtotal	93.7%
TOTAL	100.0%

Notes:

1. The above Schedule of Values does not include Roof Replacement Costs or Electrical Equipment Upgrades.

Exhibit "F"

DISTRICT'S RULES AND REGULATIONS

1. **Access.** Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Designer/Builder's Work, the overtime wages for the custodian will be paid by the Designer/Builder, unless, at the discretion of the District, other arrangements are made in advance.
2. **Maintaining Services.** The Designer/Builder is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Designer/Builder shall provide temporary services to all facilities interrupted by Designer/Builder's Work.
3. **Maintaining Utilities.** The Designer/Builder shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.
4. **Alcohol & Firearms.** Designer/Builder shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Designer/Builder shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.
5. **Work During Instructional Time.** Designer/Builder affirms that Work may be performed during ongoing instruction in existing facilities. If so, Designer/Builder agrees to cooperate to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities, at no additional cost to District.
6. **No Work During Student Testing.** Designer/Builder shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests. The District shall provide a testing schedule at least 30 days prior to the start of work.
7. **Badge Policy For Designer/Builders.** All Designer/Builders doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Designer/Builder's staff who are working in a District facility.
 - 7.1. Badges must be filled out in full and contain the following information:
 - 7.1.1. Name of Designer/Builder
 - 7.1.2. Name of Employee
 - 7.1.3. Designer/Builder's address and phone number
 - 7.2. Badges are to be worn when the Designer/Builder or his/her employees are on site and must be visible at all times. Designer/Builders must inform their employees that they are required to allow District employees or the Project Inspector to review the information on the badges upon request.
 - 7.3. Failure to display identification badges as required by this policy may result in the assessment of fines against the Designer/Builder.
8. **Language.** Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language

toward students or public will not be allowed.

9. Disturbing the Peace (Noise and Lighting)

- 9.1. Designer/Builder shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
- 9.2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. The District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios (e.g., Nextel phones or radios).
- 9.3. If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.
- 9.4. Equipment and impact tools shall have intake and exhaust mufflers.
- 9.5. Designer/Builder shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.
- 9.6. Designer/Builder acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- 9.7. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

10. Utility Shutdowns And Interruptions

- 10.1. Designer/Builder shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Designer/Builder with shutdown. Work required to re-establish utility services shall be performed by the Designer/Builder.

11. Traffic

- 11.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
- 11.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Designer/Builder.
- 11.3. The District shall designate a construction entry to the Site. If Designer/Builder requests, the District determines it is required, and to the extent possible, the District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with the District and at Designer/Builder's expense.
- 11.4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the

drip line of trees or in areas that could otherwise be damaged.

12. Barriers And Enclosures:

- 12.1. Designer/Builder shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- 12.2. Designer/Builder shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Designer/Builder shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
- 12.3. Designer/Builder shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

13. Tree and Plant Protection

- 13.1. Designer/Builder shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
- 13.2. Designer/Builder shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.
- 13.3. Designer/Builder shall not park trucks, store materials, perform Work or cross over landscaped areas. Designer/Builder shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Designer/Builder's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
- 13.4. Designer/Builder shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Designer/Builder's expense.

14. Excavation Around Trees

- 14.1. Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.
- 14.2. Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.
- 14.3. Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.

- 14.4. Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.
- 14.5. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.
- 14.6. Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

15. Security

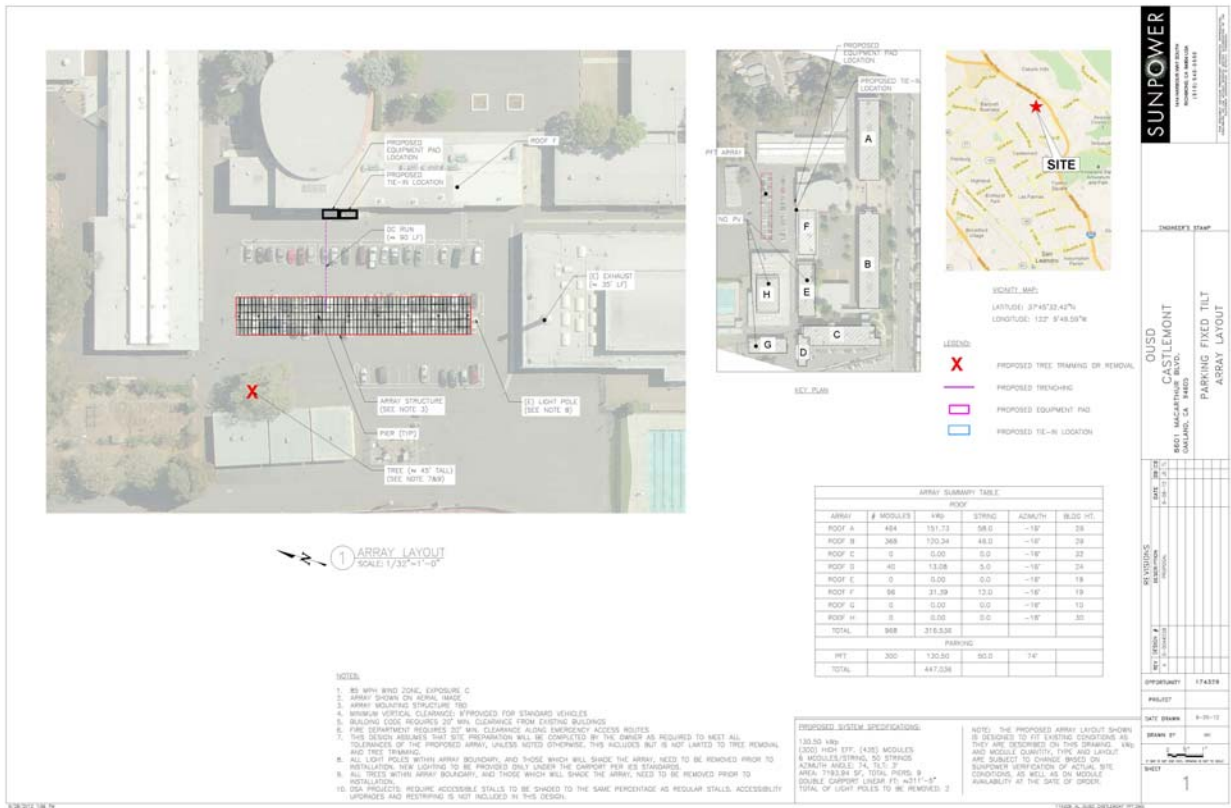
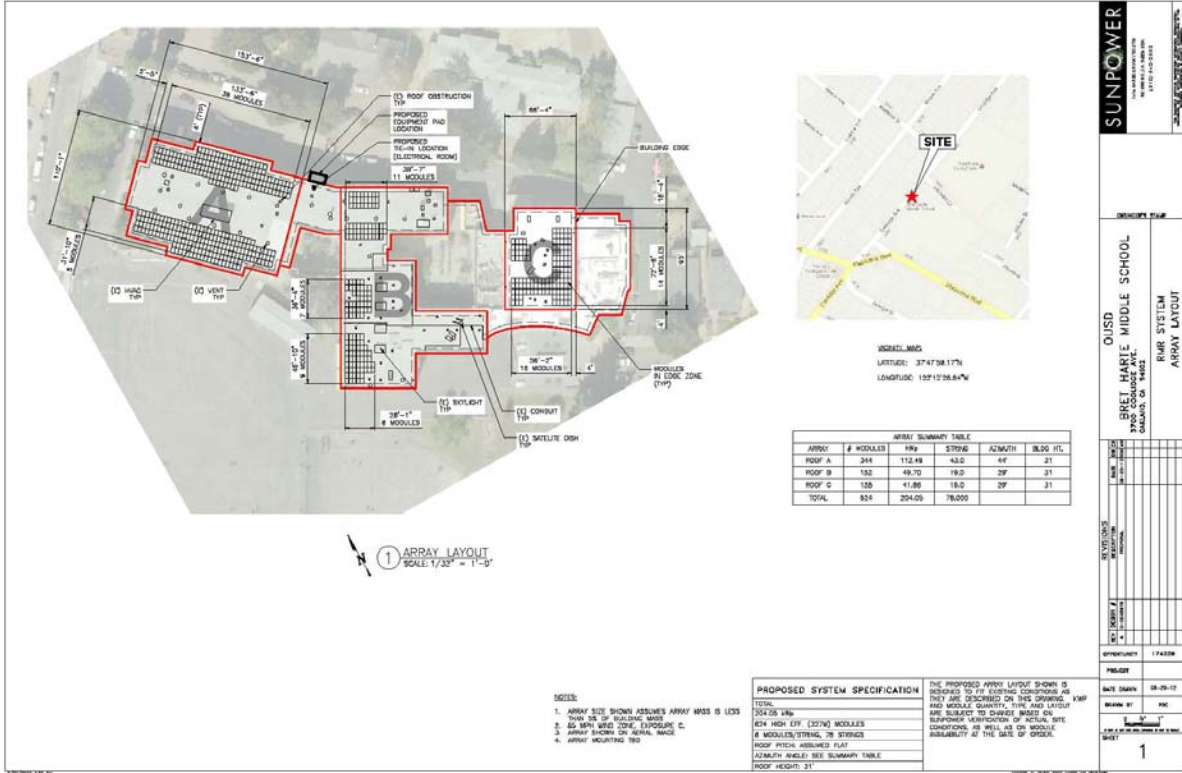
- 15.1. The Designer/Builder shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

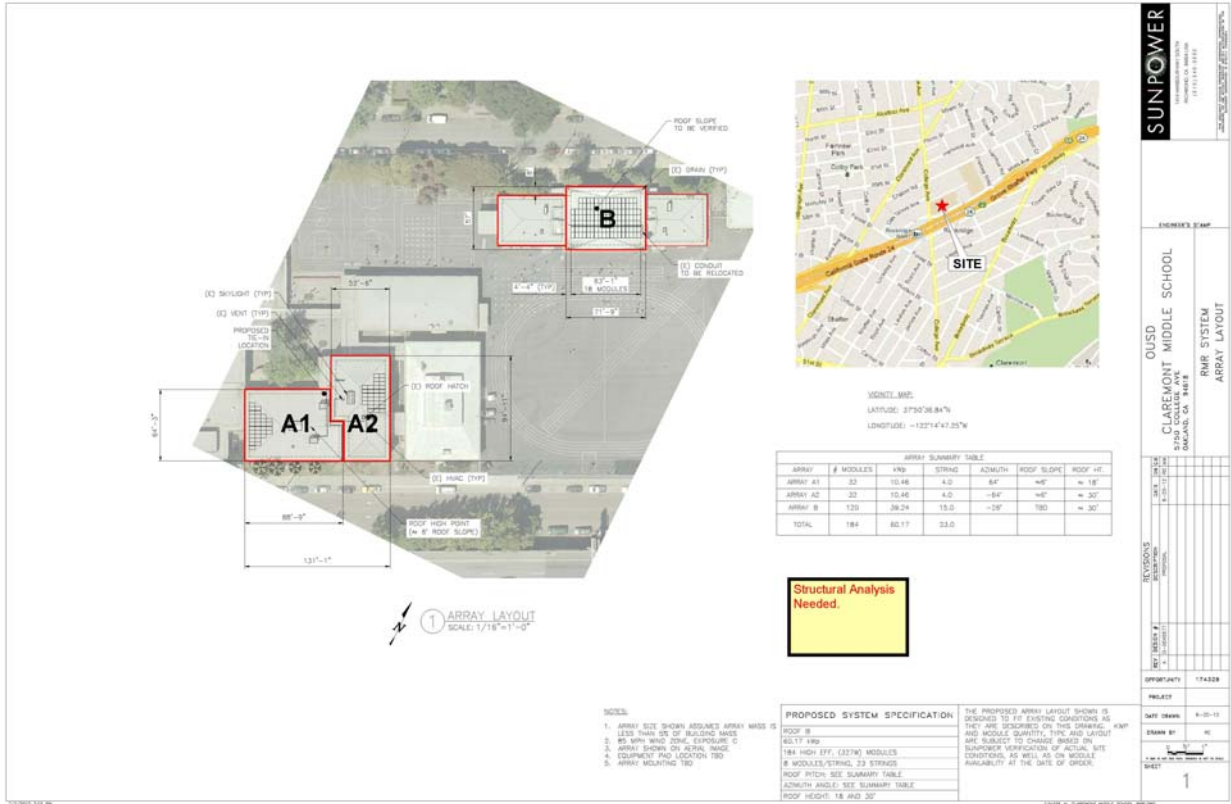
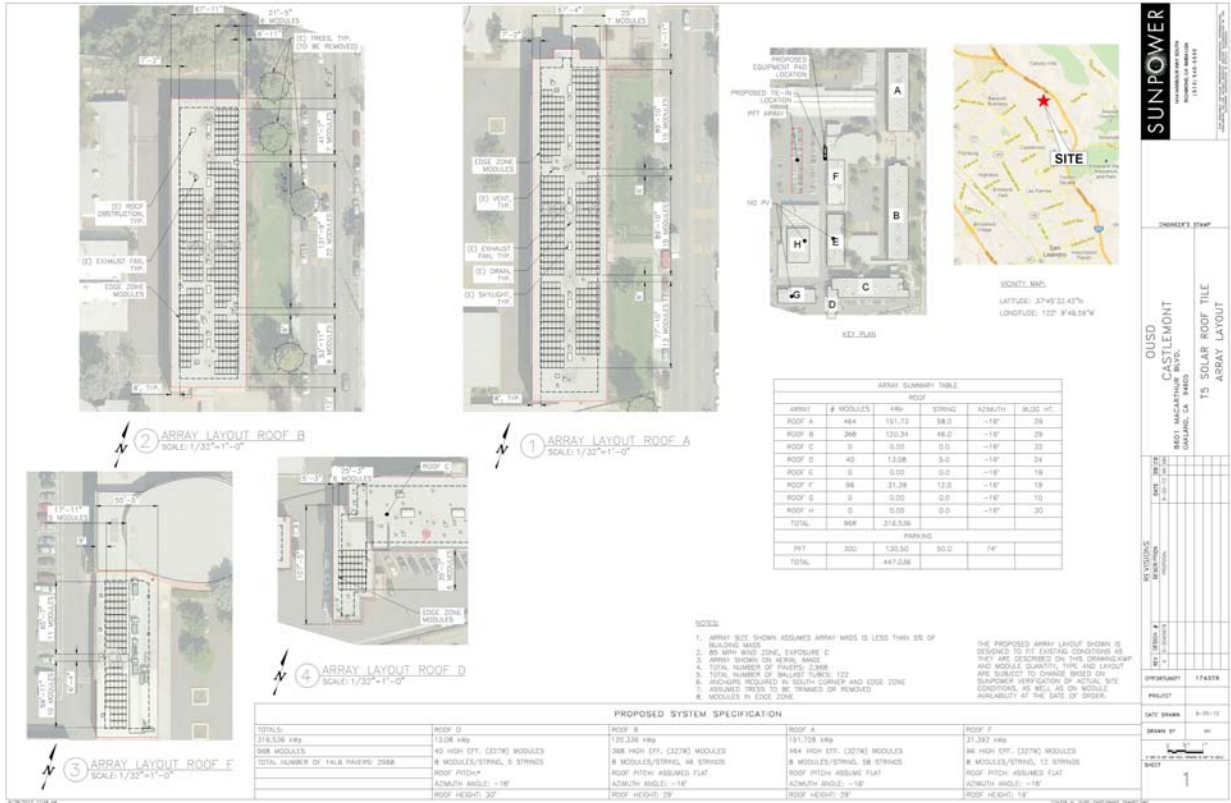
16. Dust and Dirt

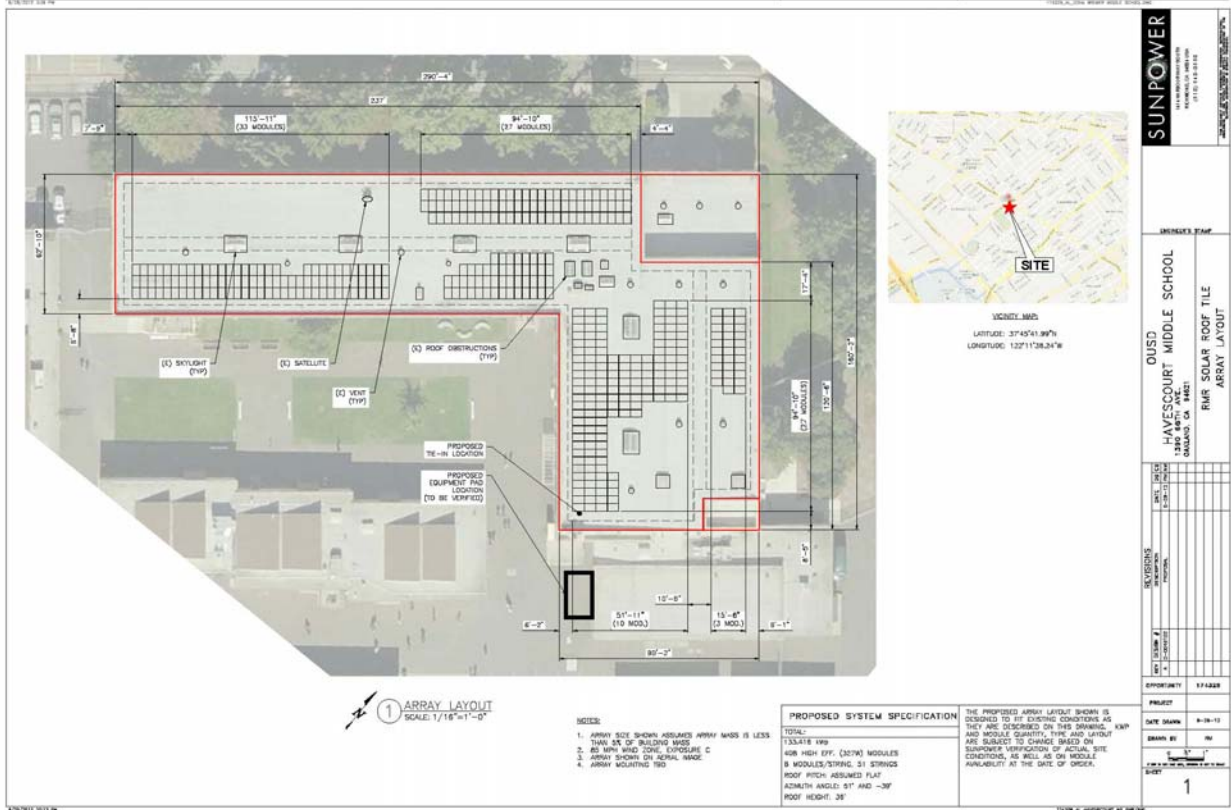
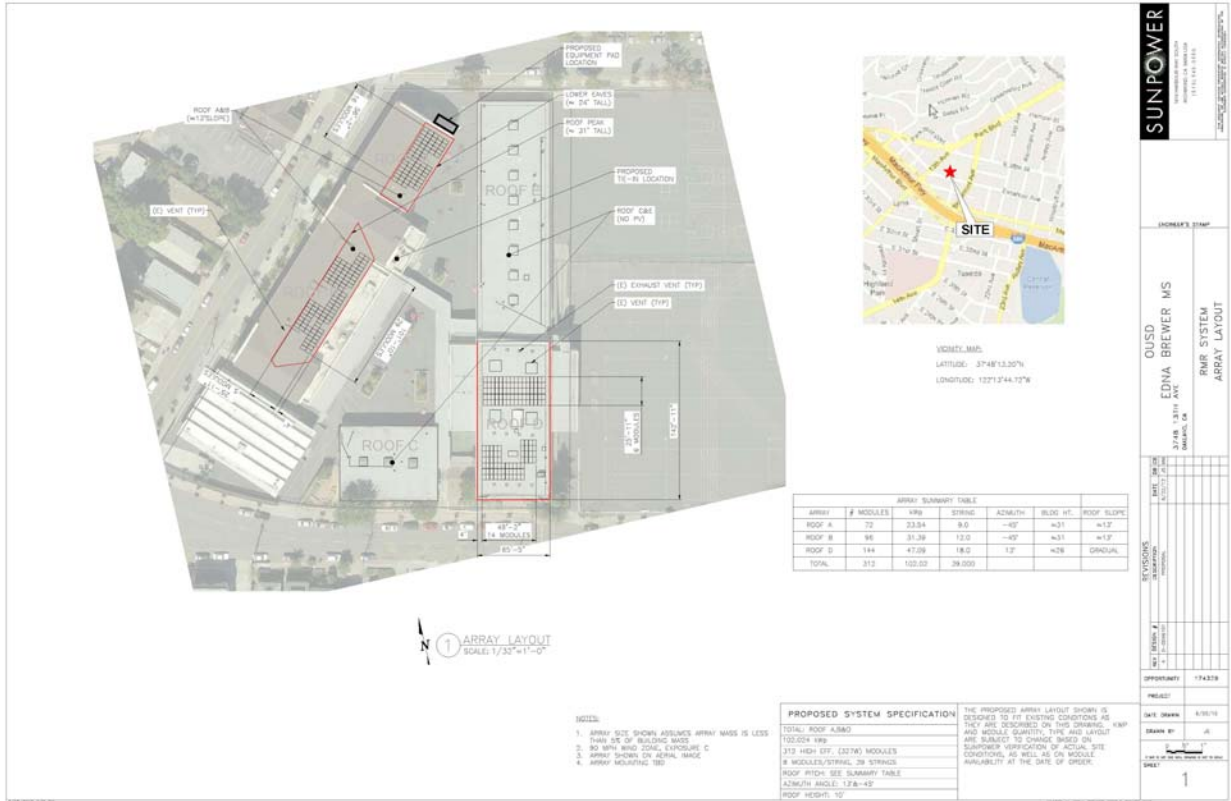
- 16.1. Designer/Builder shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
 - 16.2. Designer/Builder shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
 - 16.3. Designer/Builder shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
 - 16.4. Designer/Builder shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.
- 17. Job Sign(s):** Signs other than a District-approved Project sign and/or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.
- 18. Publicity Releases.** Designer/Builder shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

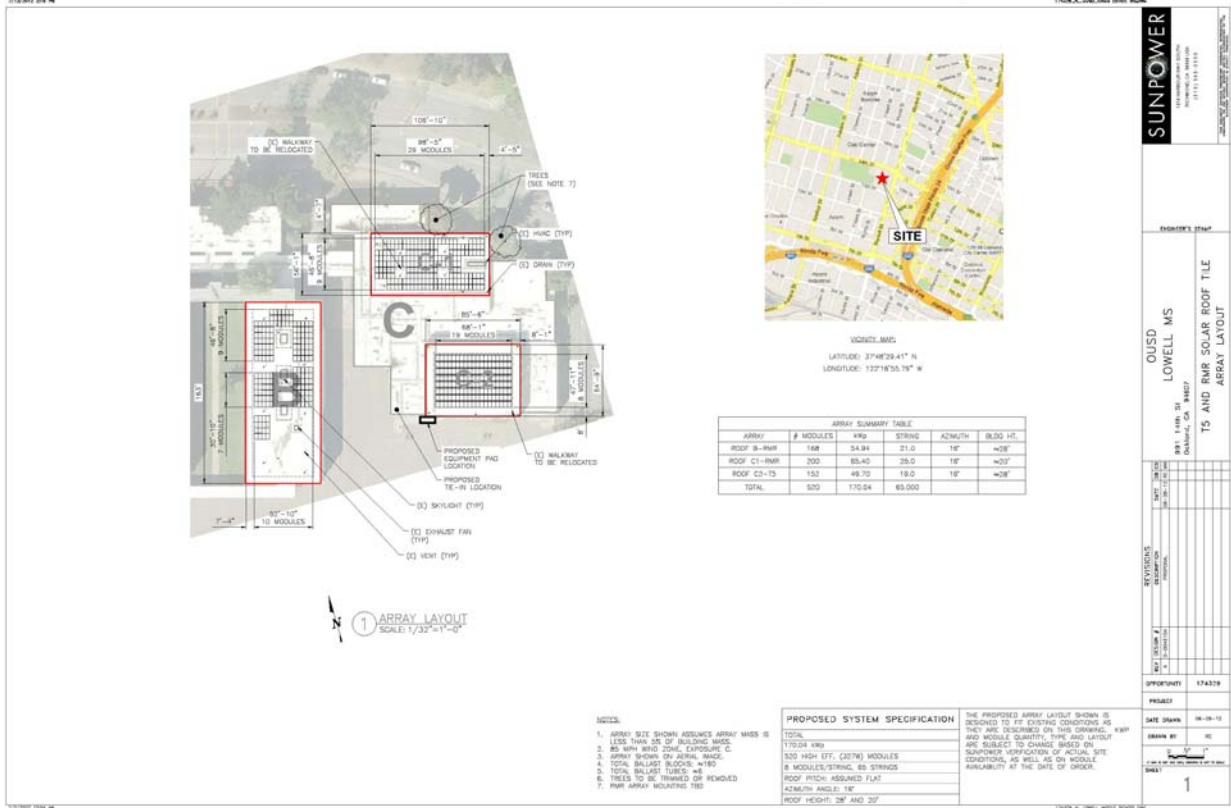
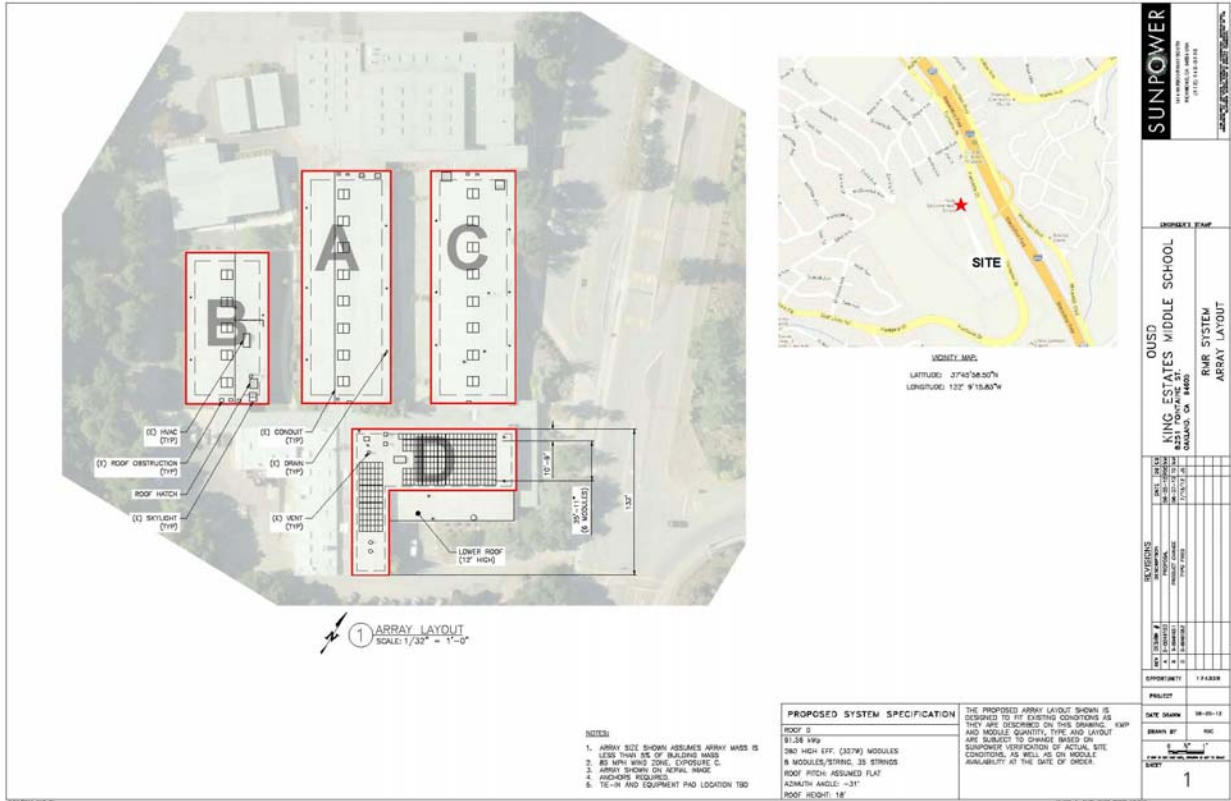
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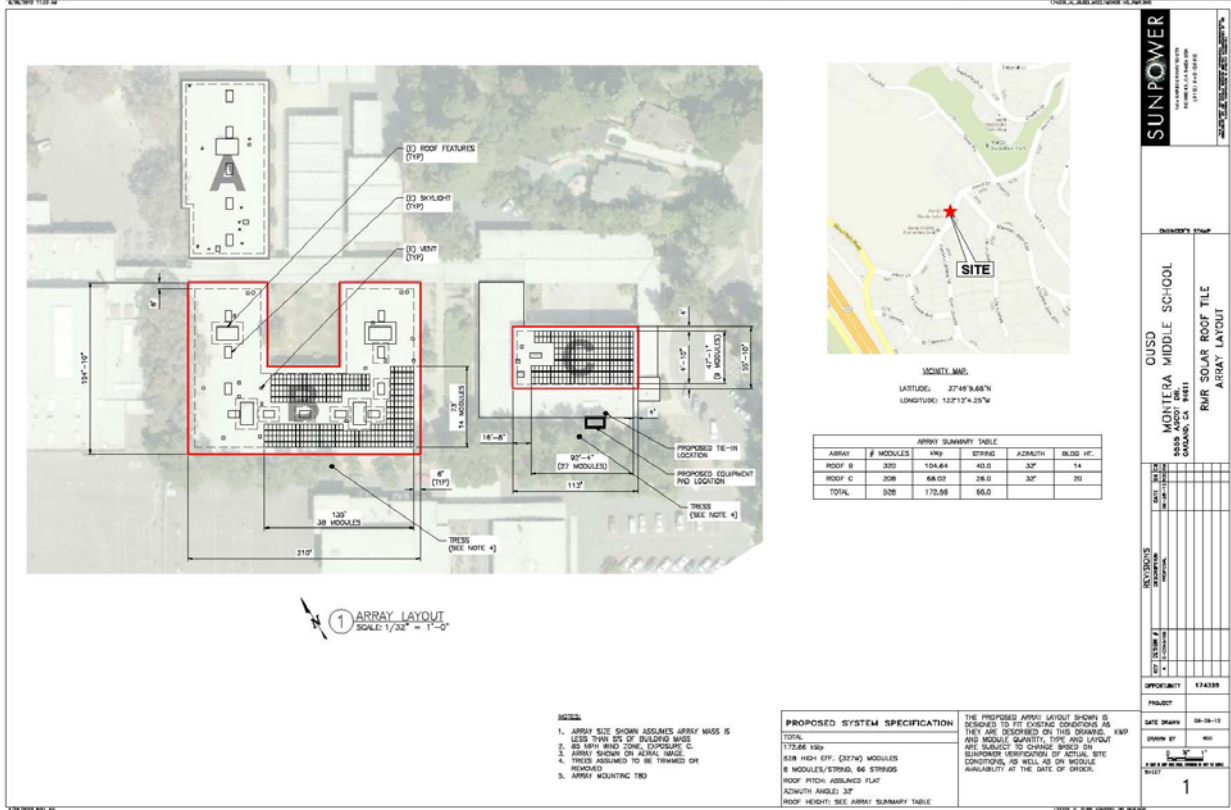
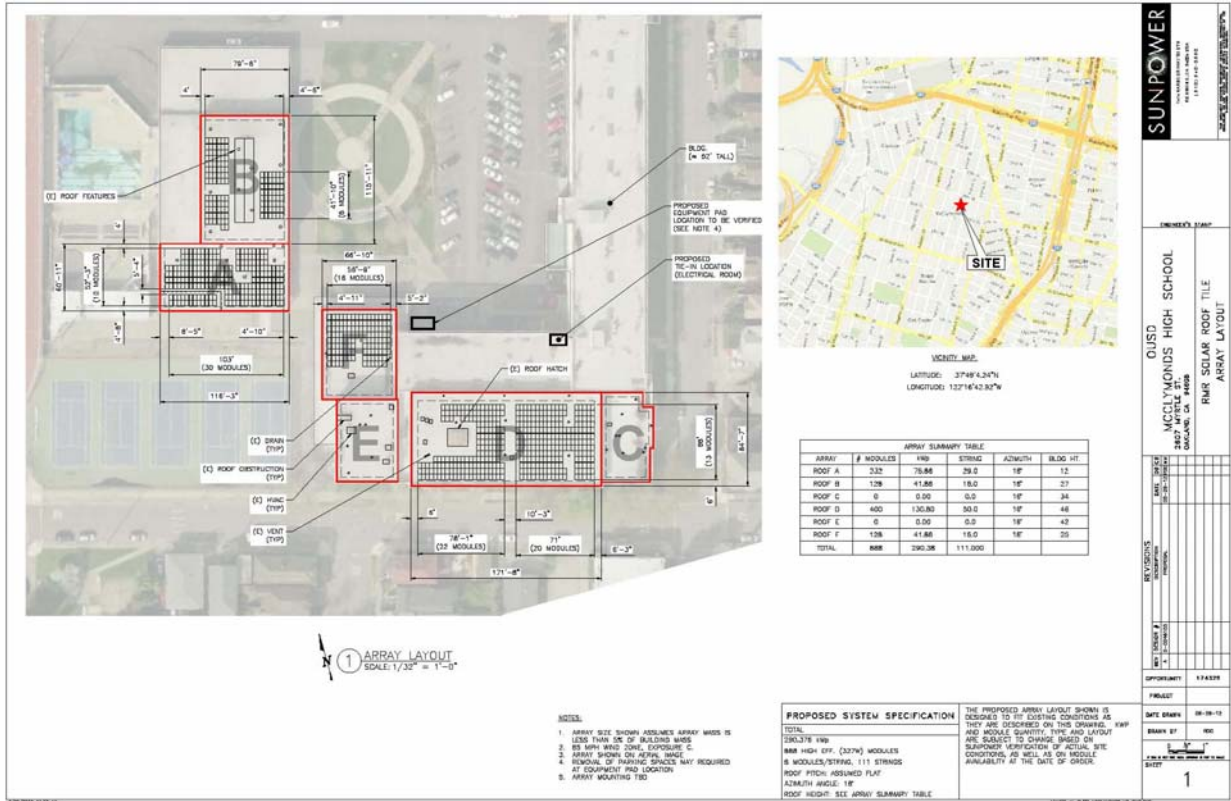
LIST OF PLANS, SPECIFICATIONS AND DRAWINGS FOR SCHOOL SITES

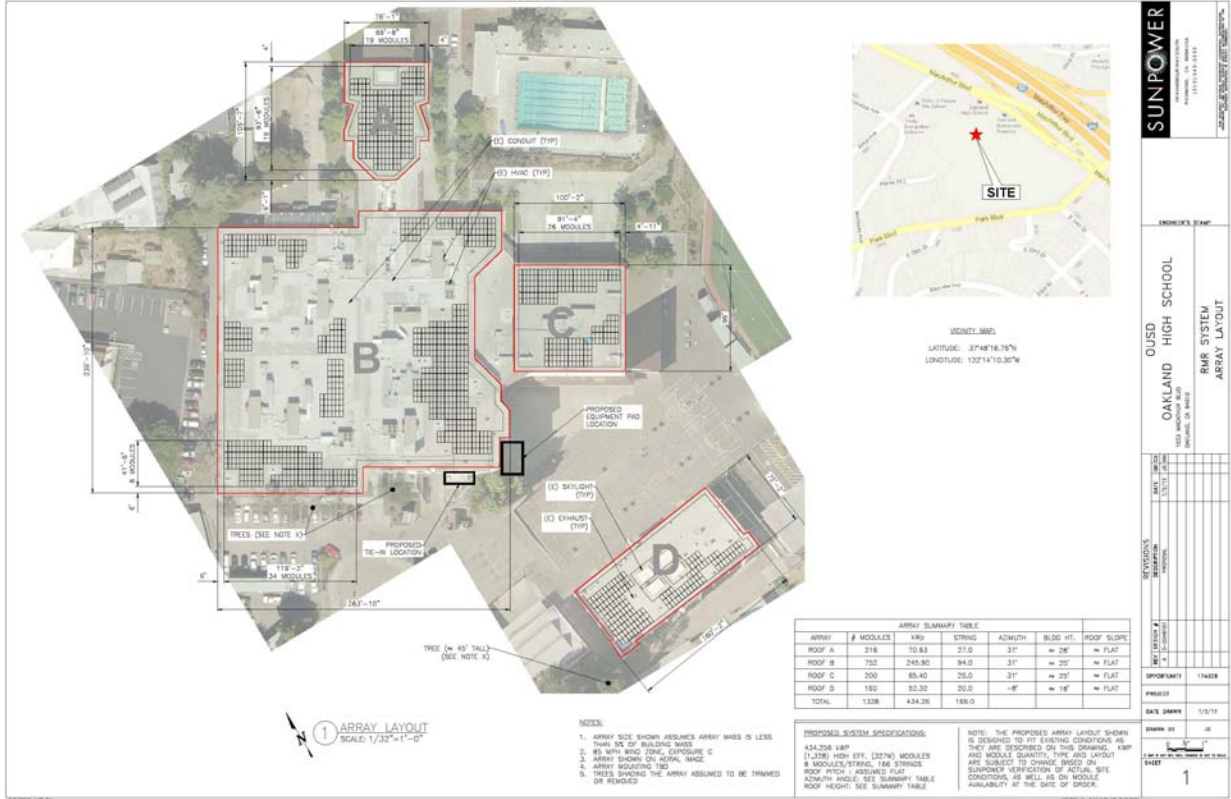












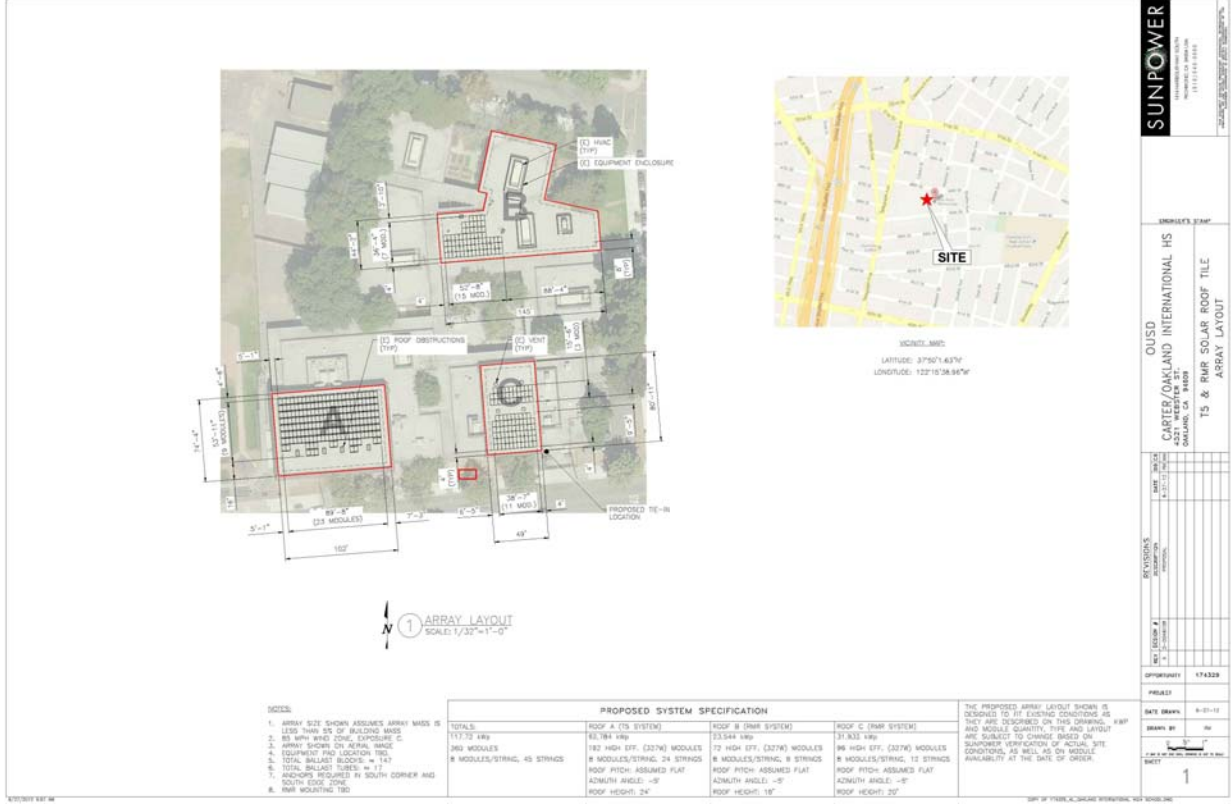
SUNPOWER
 1000 S. G. ROAD
 OAKLAND, CA 94612
 (415) 434-1000

CLIENT'S NAME: OUSD OAKLAND HIGH SCHOOL
PROJECT: RMR SYSTEM ARRAY LAYOUT

DATE: 1/3/17
BY: JH
CHECKED BY: JH

OPPORTUNITY: 17A328
PROJECT:
DATE SHOWN: 1/3/17

SHEET: 1



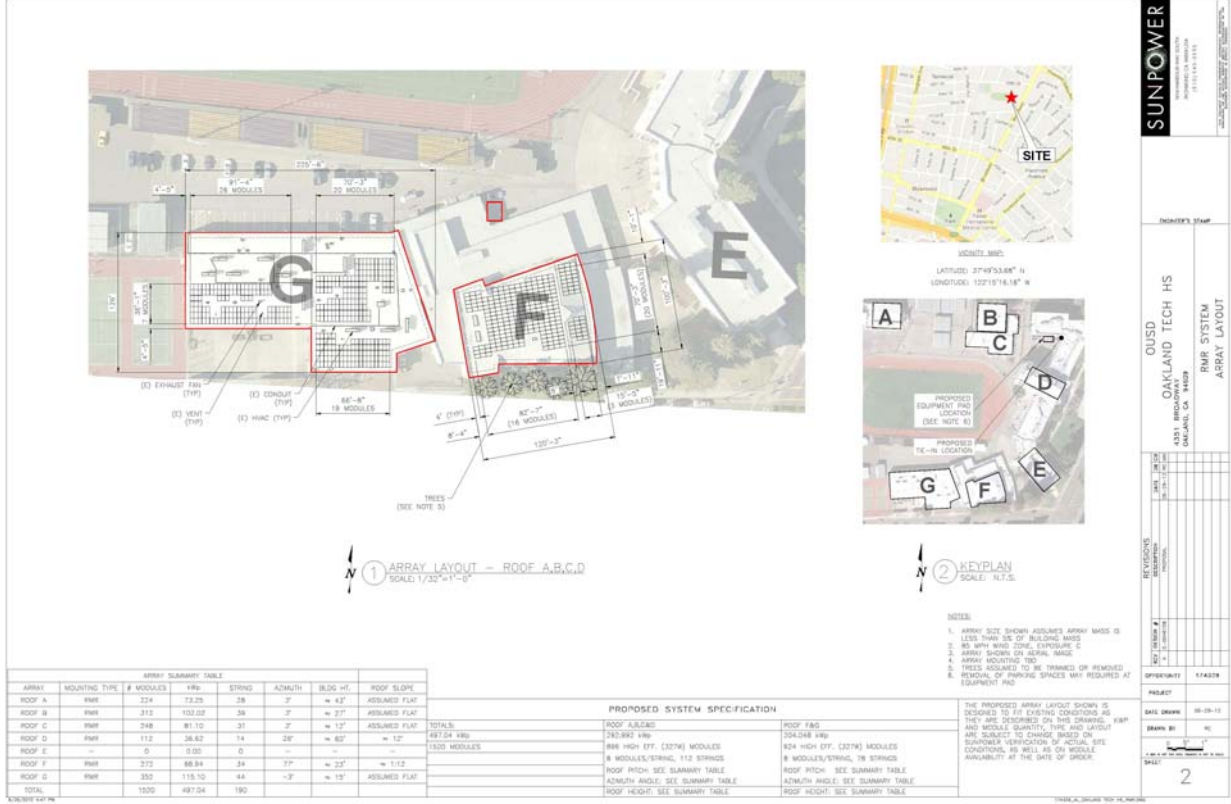
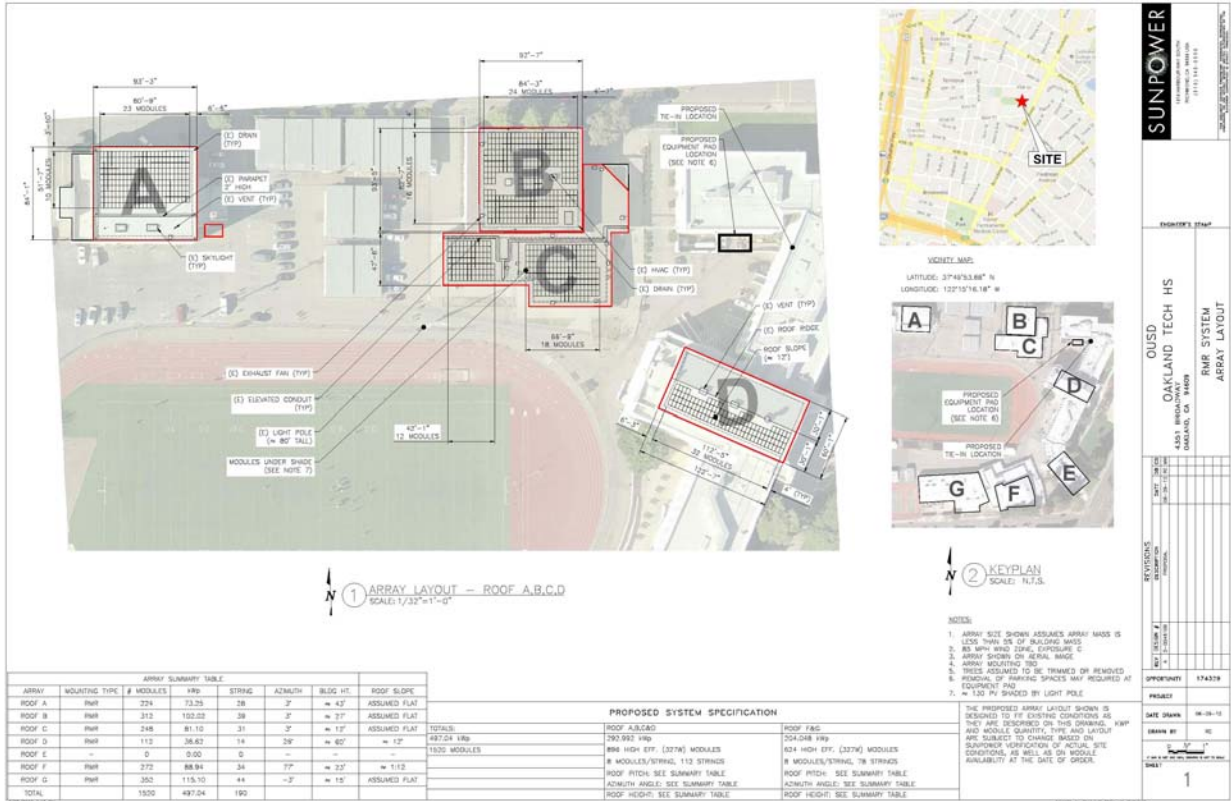
SUNPOWER
 1000 S. G. ROAD
 OAKLAND, CA 94612
 (415) 434-1000

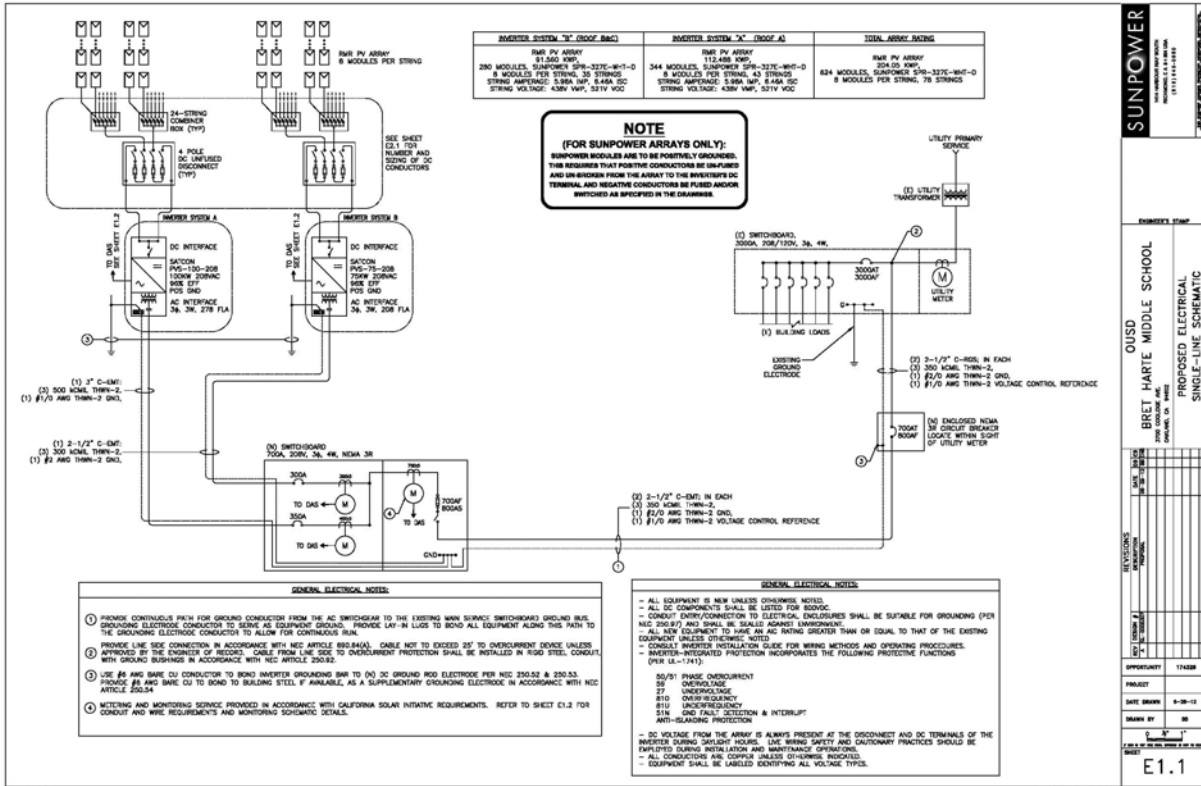
CLIENT'S NAME: OUSD CARTER/OAKLAND INTERNATIONAL HS
PROJECT: TS & RMR SOLAR ROOF TILE ARRAY LAYOUT

DATE: 8-23-16
BY: JH
CHECKED BY: JH

OPPORTUNITY: 17A328
PROJECT:
DATE SHOWN: 8-23-16

SHEET: 1





SUNPOWER
SUNPOWER CORPORATION
10000 WILSON AVENUE
SUNNYVALE, CA 94086
(415) 344-8888

PROJECT: OUSD BRETT HARTE MIDDLE SCHOOL
PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

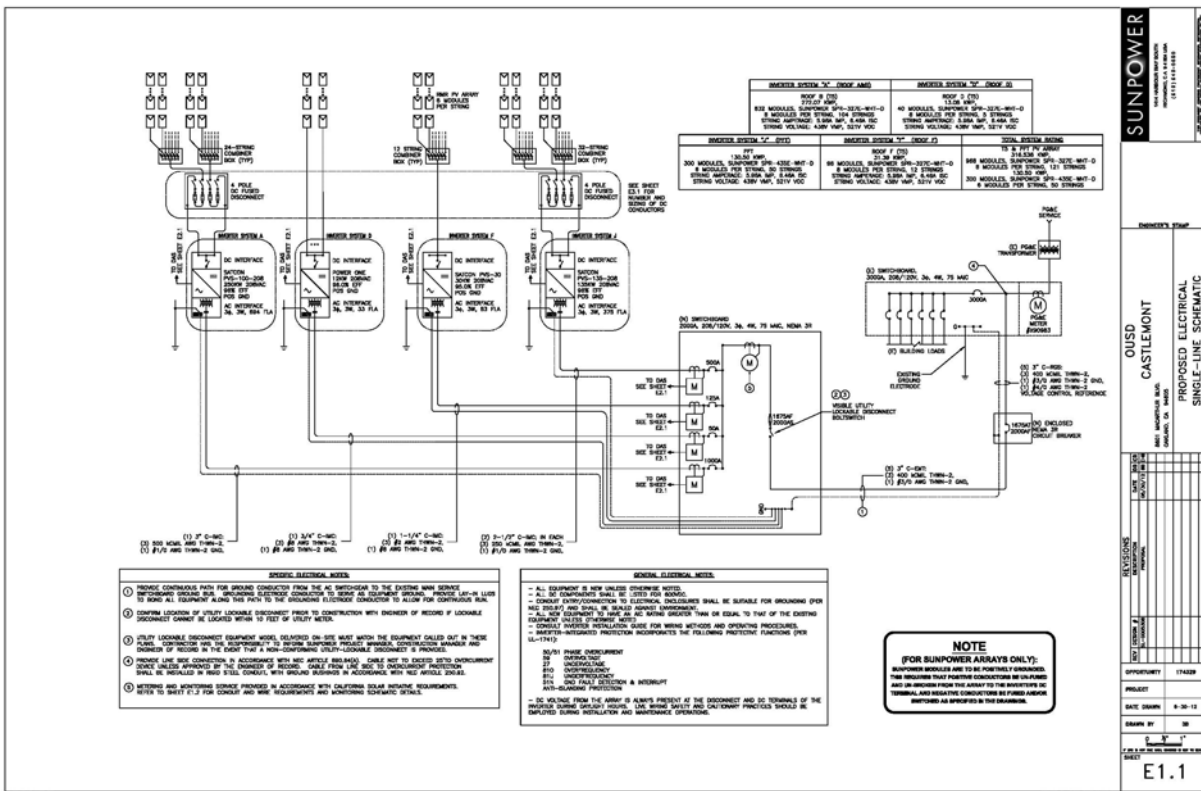
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REVISIONS:

NO.	DATE	DESCRIPTION
1	8/28/13	ISSUED FOR PERMIT

OPPORTUNITY: 174289
PROJECT:
DATE DRAWN: 8-28-13
DRAWN BY: [Signature]

E.1.1



SUNPOWER
SUNPOWER CORPORATION
10000 WILSON AVENUE
SUNNYVALE, CA 94086
(415) 344-8888

PROJECT: OUSD CASTLEMONT
PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

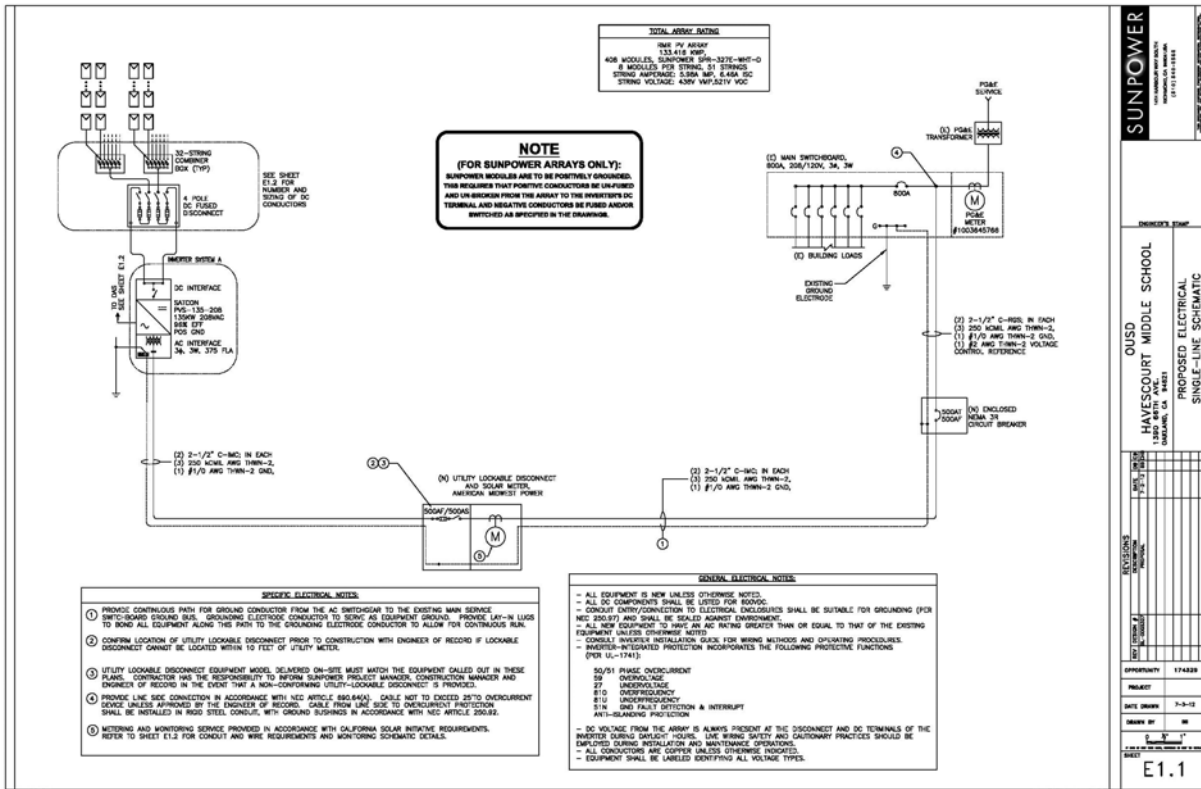
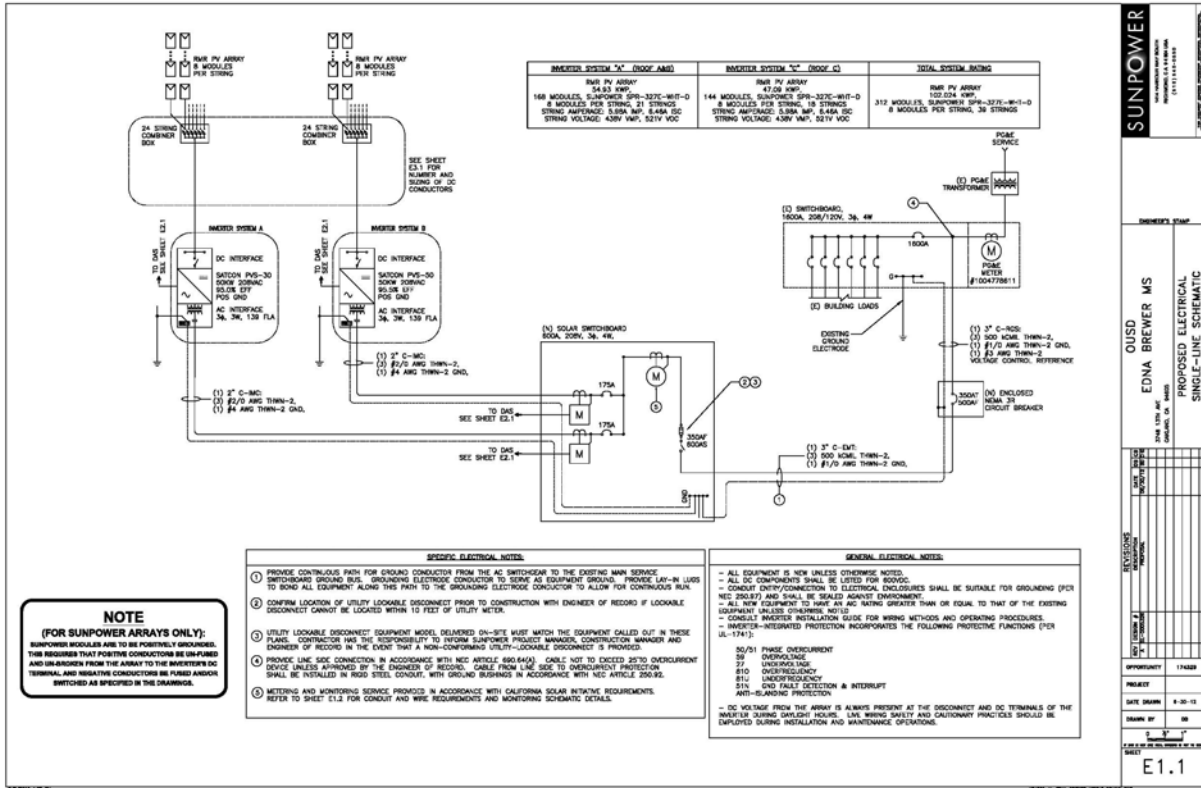
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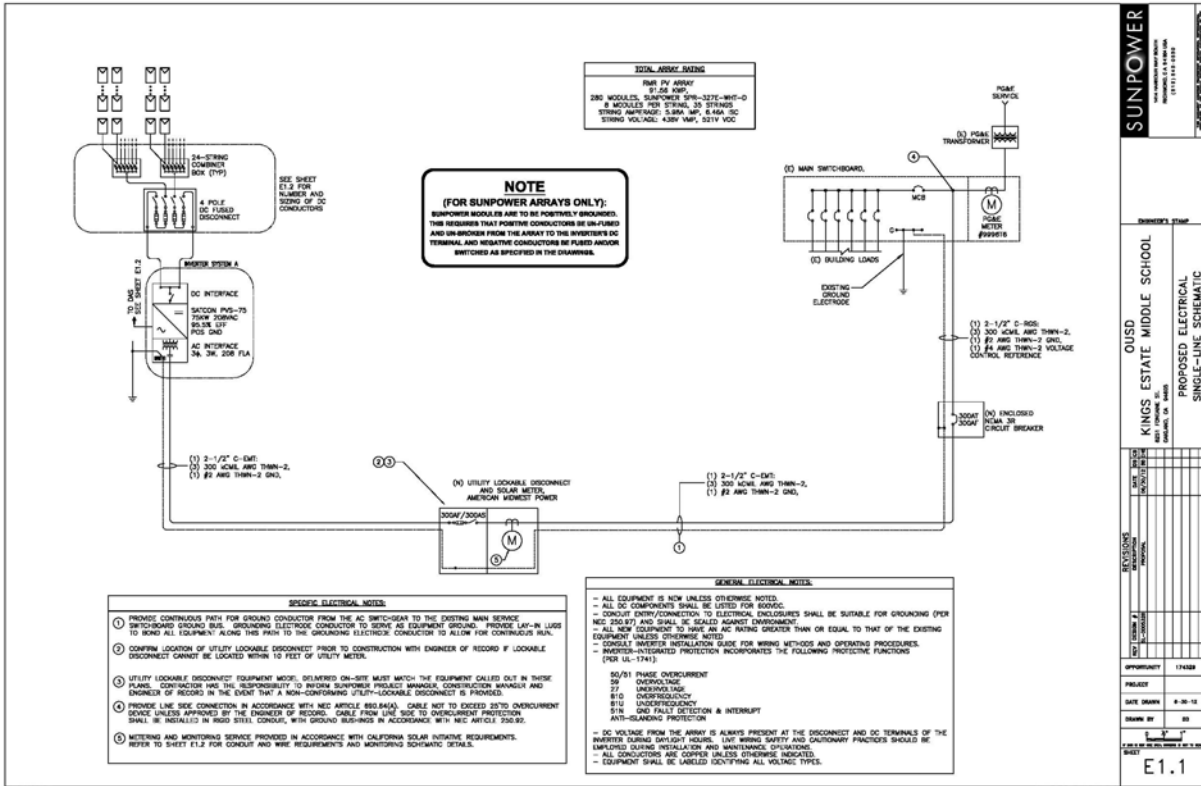
REVISIONS:

NO.	DATE	DESCRIPTION
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OPPORTUNITY: 174289
PROJECT:
DATE DRAWN: 8-28-13
DRAWN BY: [Signature]

E.1.1





SUNPOWER
1800 CHURCH ST. SUITE 200
DUBLIN, CA 94568
(925) 435-2222

PROJECT: OUSD KINGS ESTATE MIDDLE SCHOOL
PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

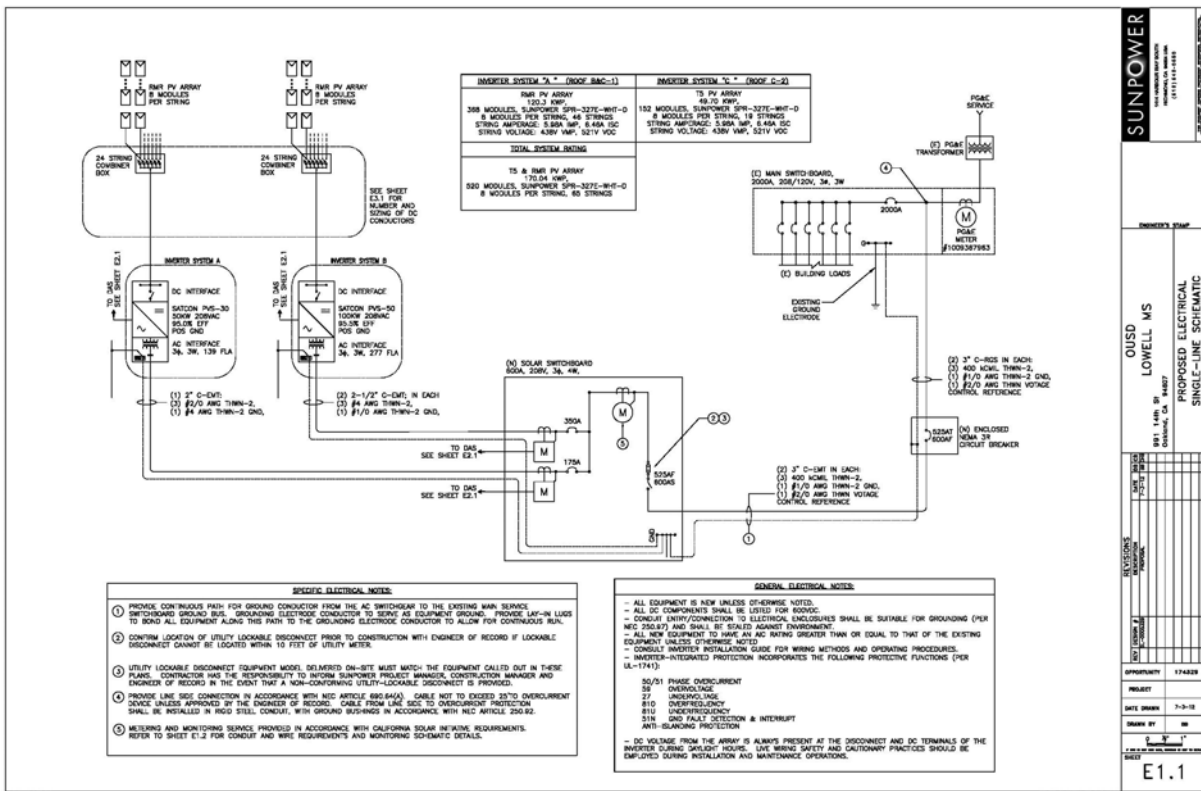
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REVISIONS:

NO.	DATE	DESCRIPTION
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OPPORTUNITY: 174228
PROJECT:
DATE DRAWN: 8-30-18
DRAWN BY: [Signature]

E.1.1



SUNPOWER
1800 CHURCH ST. SUITE 200
DUBLIN, CA 94568
(925) 435-2222

PROJECT: OUSD LOWELL MS
PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

DATE DRAWN: 7-3-18
DRAWN BY: [Signature]

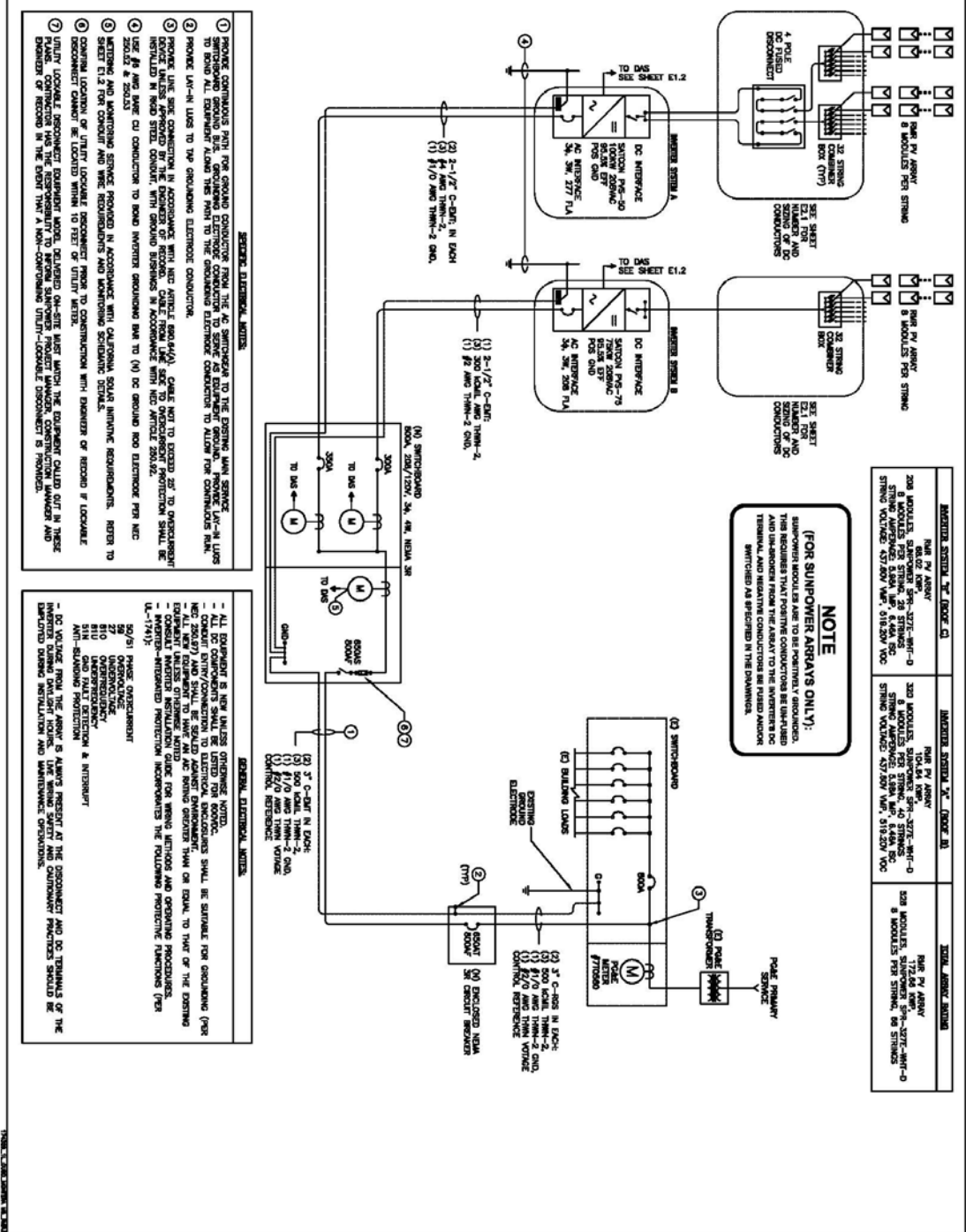
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NO.	DATE	DESCRIPTION
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OPPORTUNITY: 174228
PROJECT:
DATE DRAWN: 7-3-18
DRAWN BY: [Signature]

E.1.1

1/28/2018 3:04 PM



- GENERAL ELECTRICAL NOTES**
- 1 PROVIDE CONTINUOUS PATH FOR GROUND CONDUCTOR FROM THE AC SWITCHBOARD TO THE EXISTING MAIN SERVICE TO BOND ALL EQUIPMENT ALONG THE PATH TO THE GROUNDING ELECTRODE CONDUCTOR TO ALLOW FOR CONTINUOUS PATH TO BOND ALL EQUIPMENT ALONG THE PATH TO THE GROUNDING ELECTRODE CONDUCTOR.
 - 2 PROVIDE LUG-IN LISTS TO THE GROUNDING ELECTRODE CONDUCTOR.
 - 3 PROVIDE LUG-IN LISTS TO THE GROUNDING ELECTRODE CONDUCTOR.
 - 4 PROVIDE LUG-IN LISTS TO THE GROUNDING ELECTRODE CONDUCTOR.
 - 5 PROVIDE LUG-IN LISTS TO THE GROUNDING ELECTRODE CONDUCTOR.
 - 6 PROVIDE LUG-IN LISTS TO THE GROUNDING ELECTRODE CONDUCTOR.
 - 7 PROVIDE LUG-IN LISTS TO THE GROUNDING ELECTRODE CONDUCTOR.

- GENERAL ELECTRICAL NOTES**
- ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.
 - CONDUIT ENTRY/EXIT TO ELECTRICAL ENCLOSURES SHALL BE SUITABLE FOR GROUNDING (PER NEC 250.47) AND SHALL BE SEALED AGAINST ENVIRONMENT.
 - CONDUIT SHALL BE INSTALLED TO THE GROUNDING ELECTRODE CONDUCTOR TO THE POINT OF THE EXISTING EQUIPMENT UNLESS OTHERWISE NOTED.
 - CONSULT INVERTER INSTALLATION GUIDE FOR WIRING METHODS AND OPENING PROCEDURES.
 - CONSULT INVERTER INSTALLATION GUIDE FOR WIRING METHODS AND OPENING PROCEDURES (PER UL-1741).
 - DO NOT USE THE ARRAY AS A PATH FOR THE GROUNDING AND DO NOT TRAILER OF THE INVERTER USING OVERLIFT HOLES. USE WIRE SLEEVES AND CONDUIT PRACTICES SHOULD BE EXPLORED DURING INSTALLATION AND WAREHOUSE OPERATIONS.

<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>07-04-18</td> <td>CS</td> <td>ISSUED FOR PERMIT</td> </tr> </tbody> </table>		NO.	DATE	BY	DESCRIPTION	1	07-04-18	CS	ISSUED FOR PERMIT	<p>DESIGN</p> <p>DATE: 07-04-18</p> <p>BY: CS</p>	<p>CONSTRUCTION</p> <p>DATE: 07-04-18</p> <p>BY: CS</p>
NO.	DATE	BY	DESCRIPTION								
1	07-04-18	CS	ISSUED FOR PERMIT								
<p>PROJECT</p> <p>DATE: 07-04-18</p> <p>BY: CS</p>		<p>PROJECT</p> <p>DATE: 07-04-18</p> <p>BY: CS</p>									

OUSS

MONTERA MIDDLE SCHOOL

5000 ABBOTT DR.

ORLAND, CA 94611

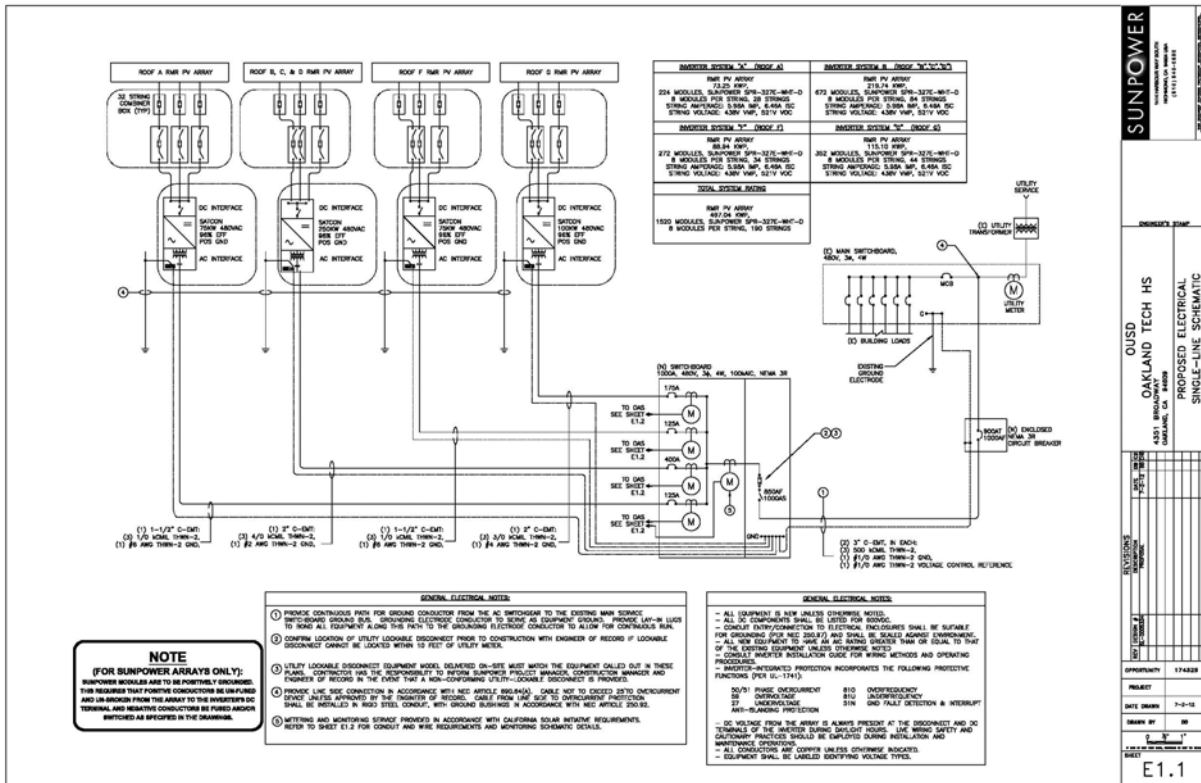
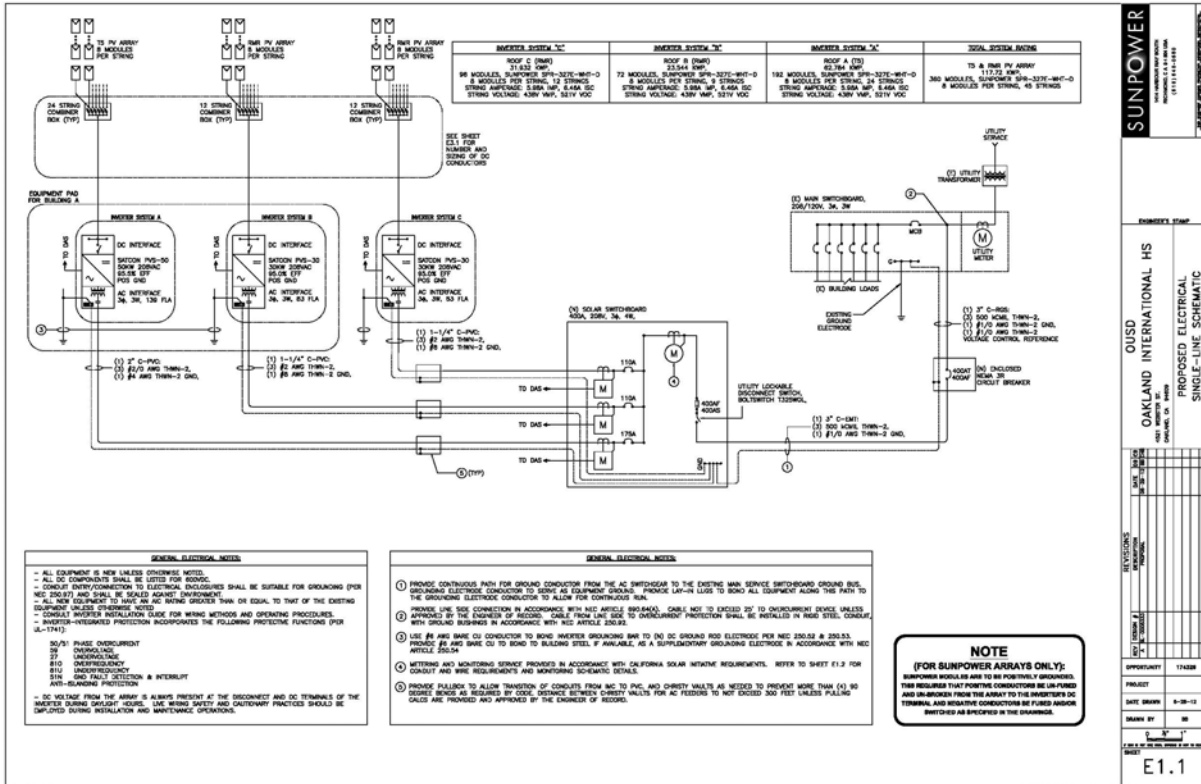
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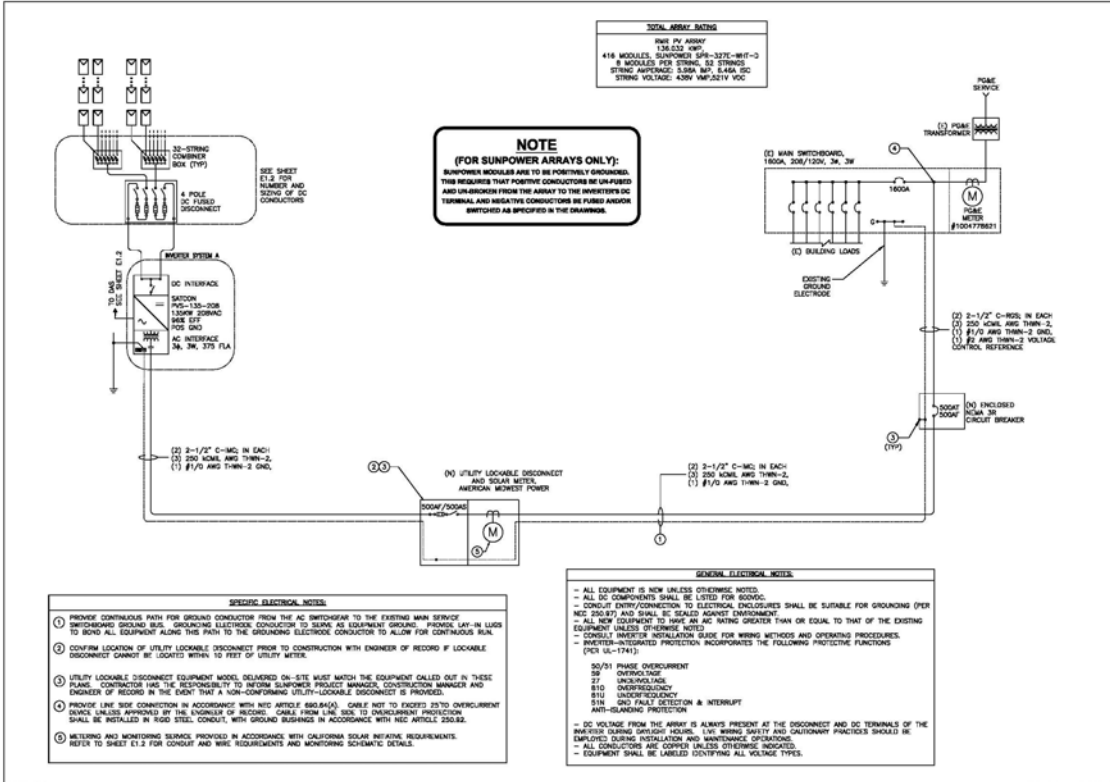
SUNPOWER

1414 WOODBURY SOUTH

ROCKLEDGE, CA 94611

(415) 840-0880



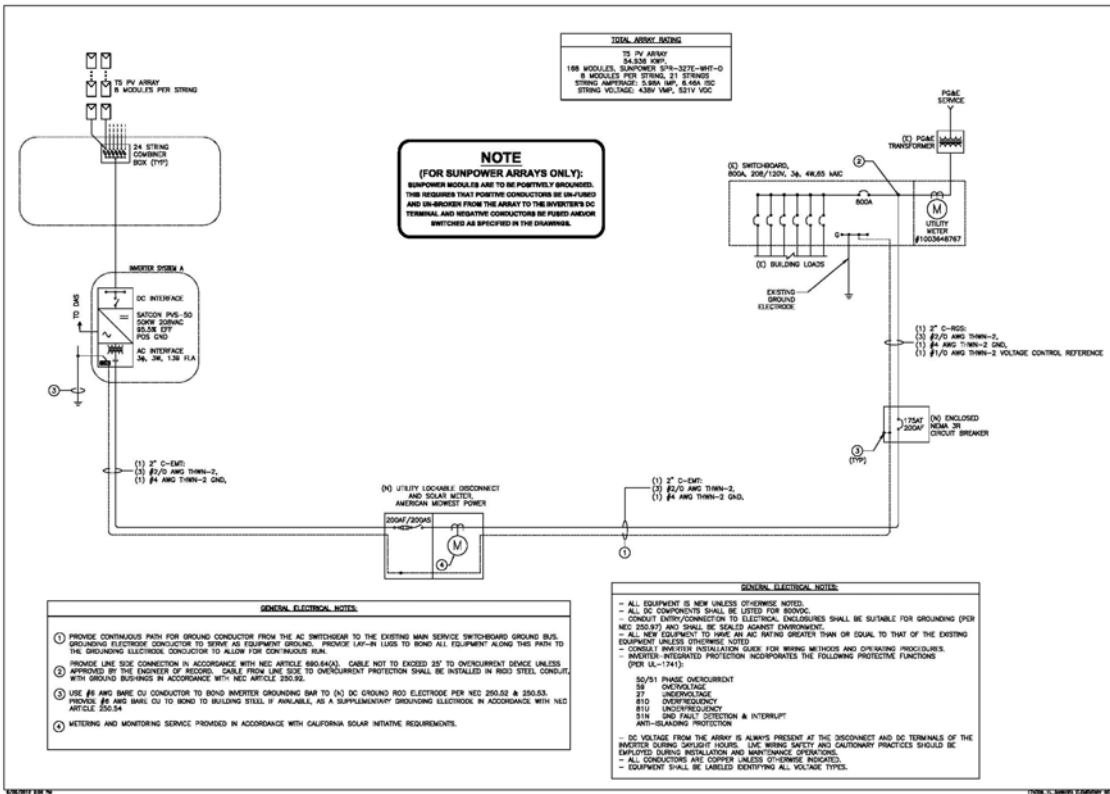


SUNPOWER
 14141 KILBUCK ROAD, SUITE 100
 SAN JOSE, CA 95131-1144

PROJECT: ROOSEVELT MIDDLE SCHOOL
 1838 17TH AVENUE
 SAN JOSE, CA 95131

PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

OPPORTUNITY: 174283
PROJECT:
DATE DRAWN: 8-28-18
DRAWN BY: BS
CHECKED BY:
SCALE:
SHEET: E.1.1

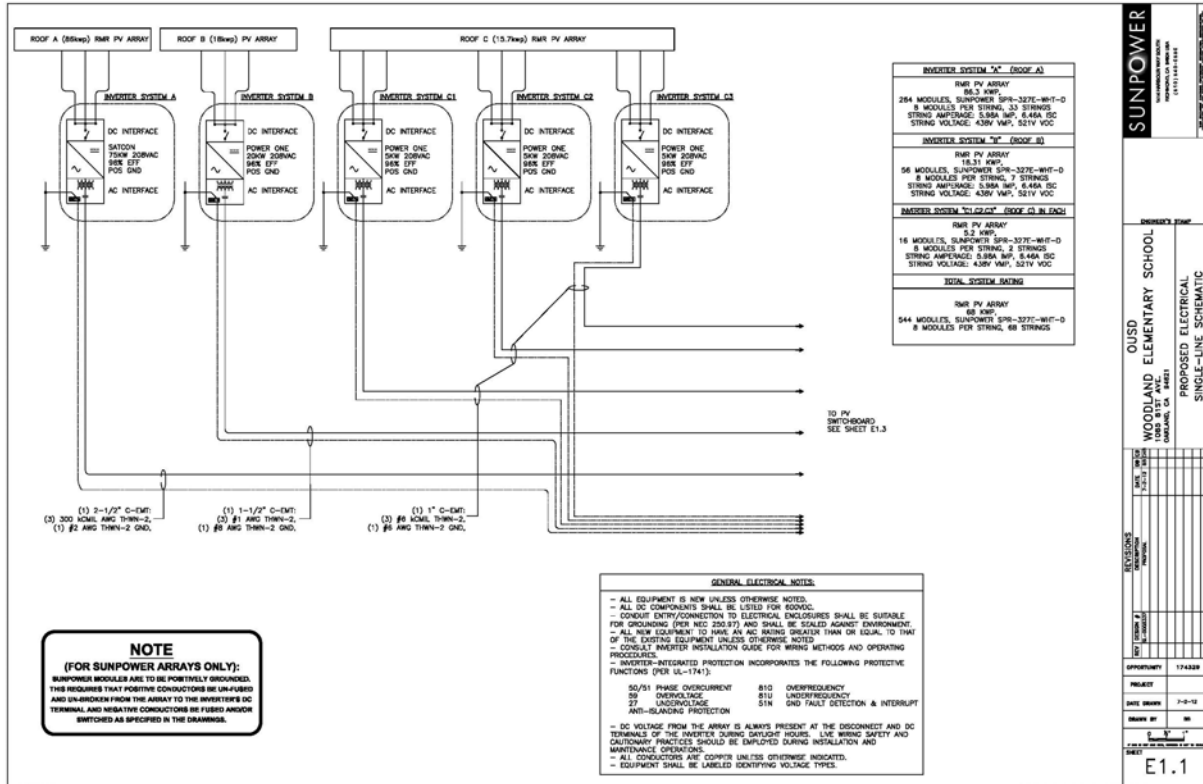


SUNPOWER
 14141 KILBUCK ROAD, SUITE 100
 SAN JOSE, CA 95131-1144

PROJECT: SANKOFA ELEMENTARY SCHOOL
 1838 17TH AVENUE
 SAN JOSE, CA 95131

PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

OPPORTUNITY: 174283
PROJECT:
DATE DRAWN: 8-28-18
DRAWN BY: BS
CHECKED BY:
SCALE:
SHEET: E.1.1



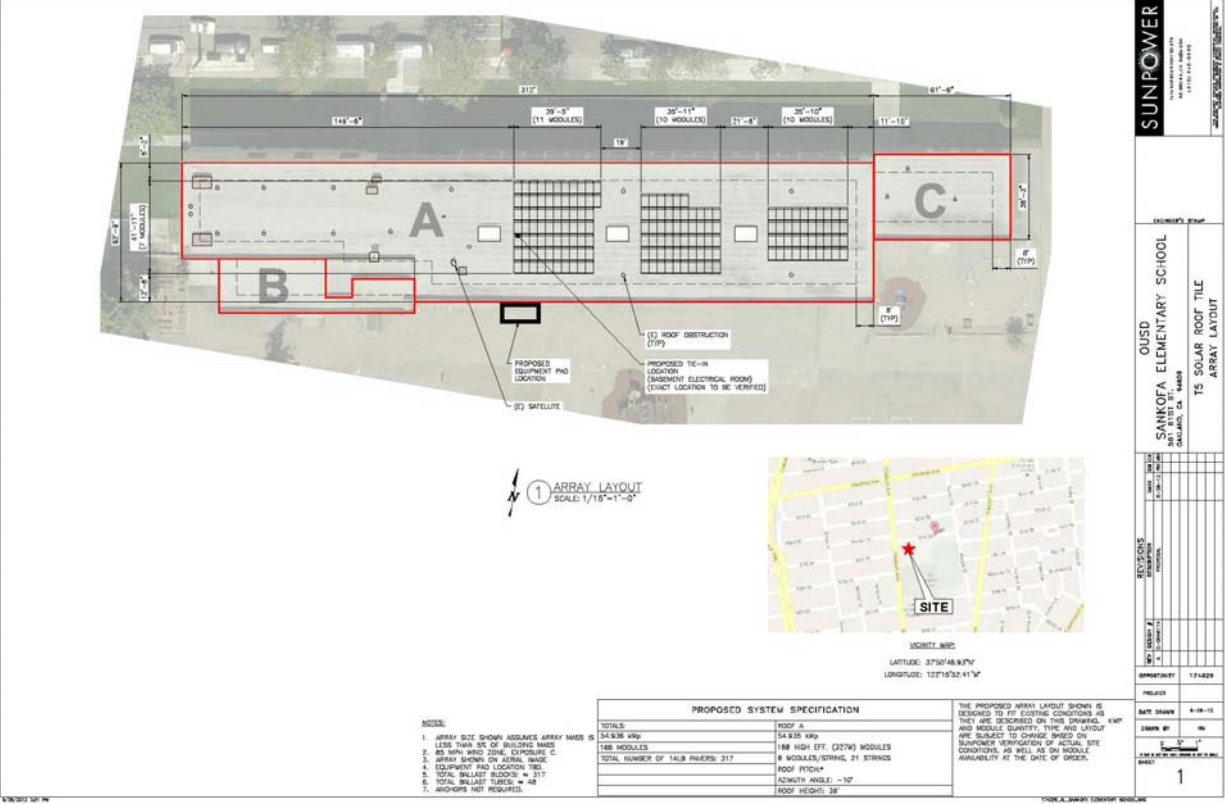
NOTE
(FOR SUNPOWER ARRAYS ONLY):
SUNPOWER MODULES ARE TO BE POSITIVELY GROUNDING.
THIS REQUIRES THAT POSITIVE CONDUCTORS BE UN-FUSED
AND UN-BROKEN FROM THE ARRAY TO THE INVERTER'S DC
TERMINAL AND NEGATIVE CONDUCTORS BE FUSED AND/OR
SWITCHED AS SPECIFIED IN THE DRAWINGS.

SUNPOWER
14000 WILLOW CREEK DRIVE
DALLAS, TX 75244

WOODLAND ELEMENTARY SCHOOL
1008 N 9TH AVE
DALLAS, TX 75208

PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

PROJECT: 174229
DATE DRAWN: 8-19-18
SHEET: E.1.1

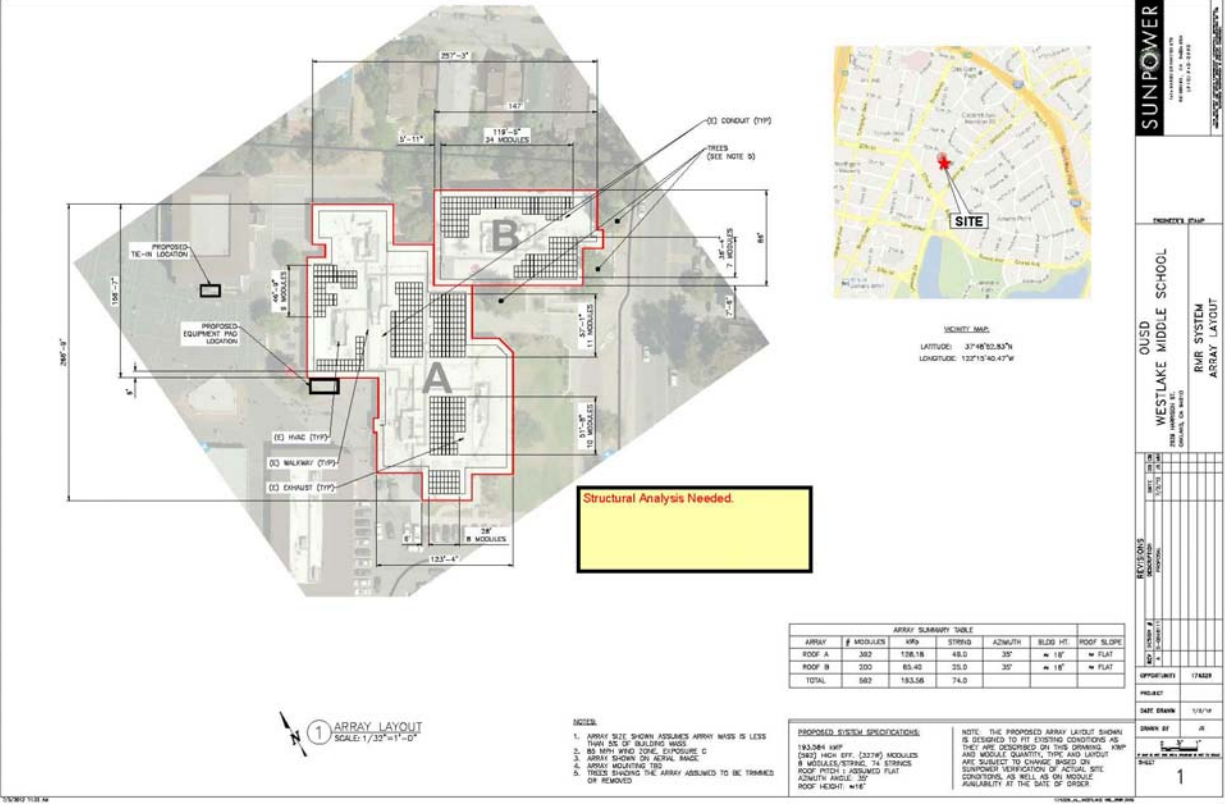
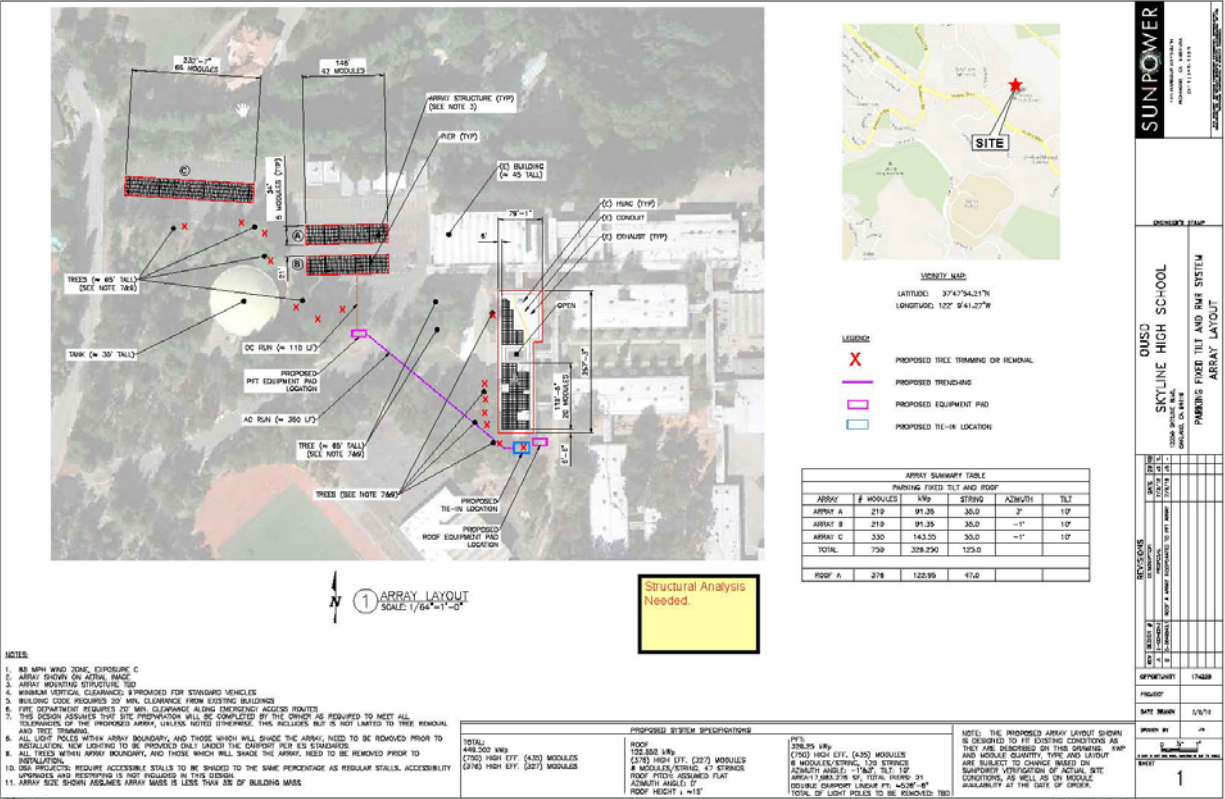


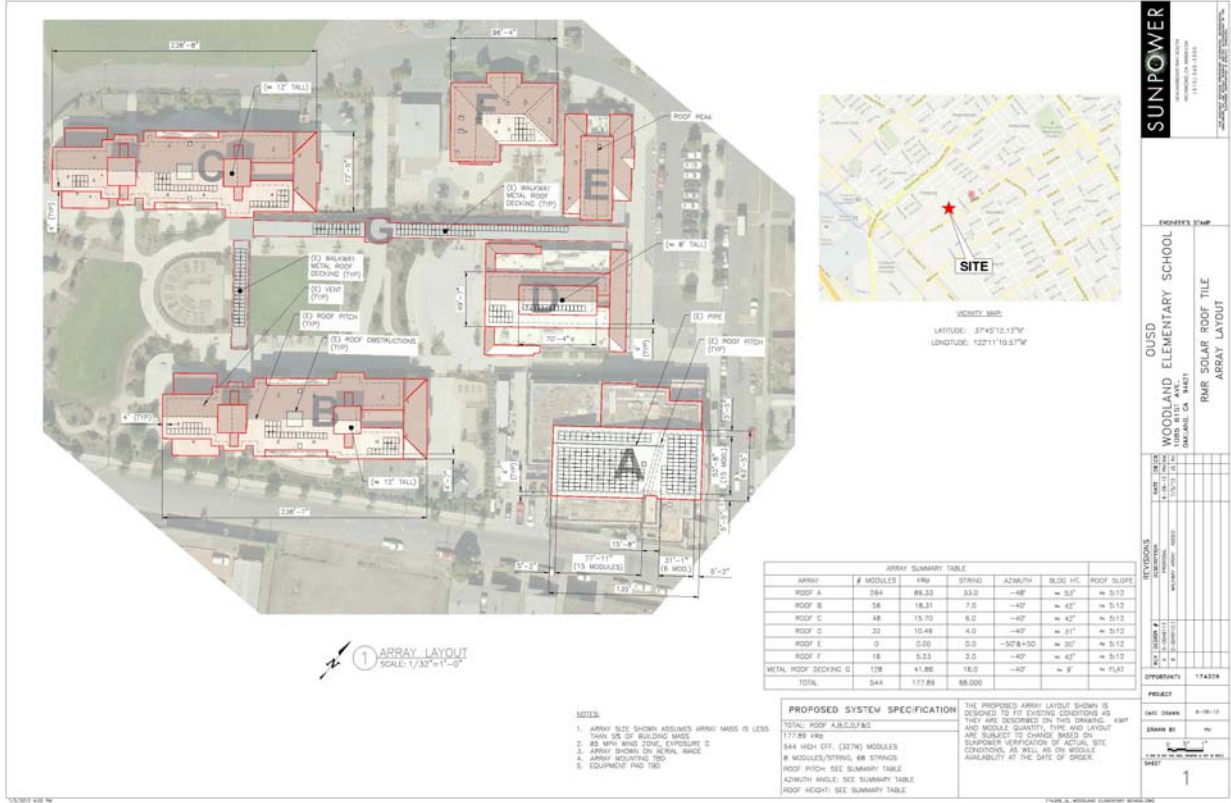
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14000 WILLOW CREEK DRIVE
DALLAS, TX 75244

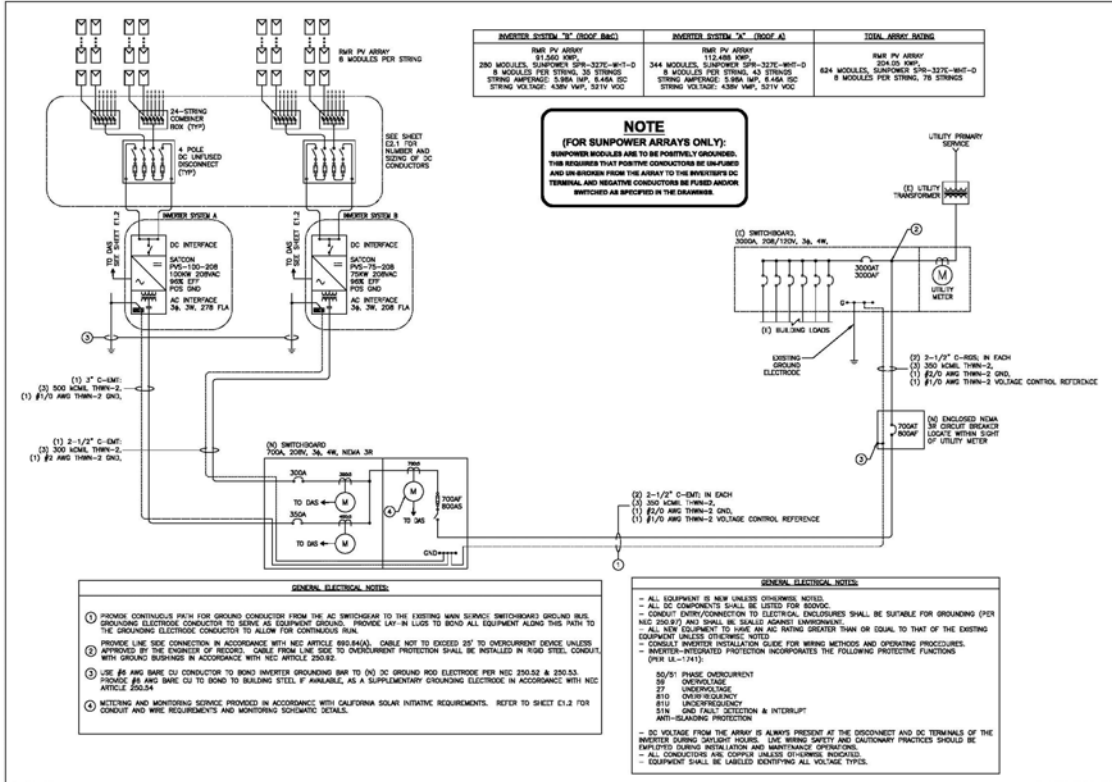
SANKOFA ELEMENTARY SCHOOL
1008 N 9TH AVE
DALLAS, TX 75208

T5 SOLAR ROOF TILE ARRAY LAYOUT

PROJECT: 174229
DATE DRAWN: 8-19-18
SHEET: 1





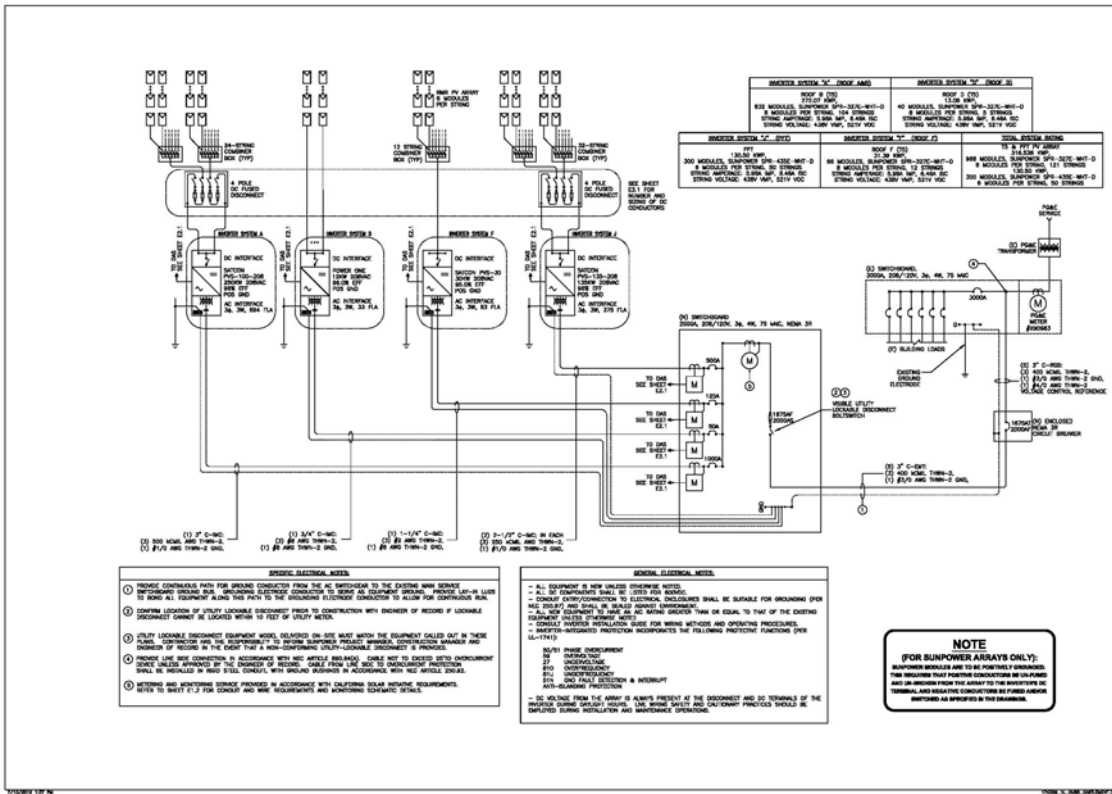


SUNPOWER
SUNPOWER CORPORATION
10000 WILSON AVENUE
DALLAS, TX 75243
(972) 414-8888

PROJECT: OUSD BRET HARTE MIDDLE SCHOOL
PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

DATE: 8-28-13
BY: [Signature]

E.1.1



SUNPOWER
SUNPOWER CORPORATION
10000 WILSON AVENUE
DALLAS, TX 75243
(972) 414-8888

PROJECT: OUSD CASTLEMENT
PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

DATE: 8-28-13
BY: [Signature]

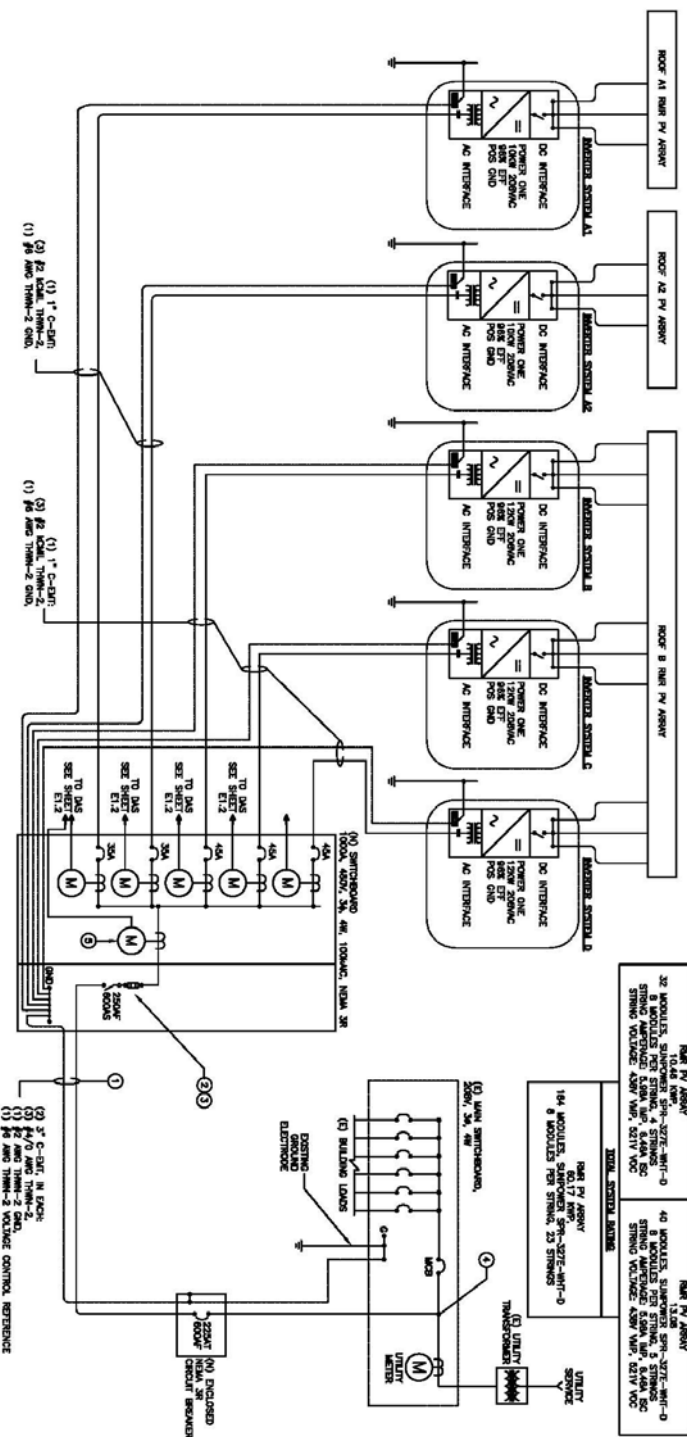
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1/28/2018 10:38 AM

NOTE
 SUNPOWER MODULES ARE TO BE POSITIVELY GROUNDING. THIS REQUIRES THAT POSITIVE CONNECTIONS BE DIRECTED TO THE POSITIVE TERMINAL AND NEGATIVE CONNECTIONS BE DIRECTED AND/OR SWITCHED AS SPECIFIED IN THE DRAWINGS.

- GENERAL ELECTRICAL NOTES:**
1. PROVIDE CONTINUOUS PATH FOR GROUND CONDUCTORS FROM THE AC SERVICE TO THE BUILDING GROUND BUS. PROVIDE EMT OR CONDUIT TO BE USED FOR ALL EQUIPMENT ALONG THIS PATH TO THE BUILDING GROUND CONDUCTOR TO ALLOW FOR CONTINUOUS PATH.
 2. OVERALL LOCATION OF UTILITY LOCATIONS PROVIDED FROM TO CONSTRUCTION WITH DIMENSIONS OF RECORD IF LOCATIONS DISCREPANT SHALL BE LABELED WITHIN 10 FEET OF UTILITY MARKS.
 3. UTILITY LOCATIONS PROVIDED EQUIPMENT MARKS DELIVERED ON-SITE MUST MATCH THE EQUIPMENT CALLED OUT IN THESE PLANS. CONNECTION WITH THE RESPONSIBILITY TO UTILITY SUPPLIERS. PROVIDE LUG-NUTS TO BE USED FOR ALL CONNECTIONS TO THE BUILDING GROUND CONDUCTOR TO ALLOW FOR CONTINUOUS PATH.
 4. PROVIDE LUG-NUTS TO BE USED FOR ALL CONNECTIONS TO THE BUILDING GROUND CONDUCTOR TO ALLOW FOR CONTINUOUS PATH. PROVIDE LUG-NUTS TO BE USED FOR ALL CONNECTIONS TO THE BUILDING GROUND CONDUCTOR TO ALLOW FOR CONTINUOUS PATH.
 5. METTING AND MOUNTING SERVICE PROVIDED IN ACCORDANCE WITH CURRENT SOLAR MOUNTING REQUIREMENTS. REFER TO SHEET E1.2 FOR CONDUIT AND WIRE REQUIREMENTS AND MOUNTING SCHEDULE DETAILS.

- GENERAL ELECTRICAL NOTES:**
- ALL EQUIPMENT IS NEW UNLESS OTHERWISE NOTED.
 - ALL DC COMPONENTS SHALL BE LISTED FROM MANUFACTURER'S DATA SHEET.
 - EXCEPT EQUIPMENT/COMPONENTS TO ELECTRICAL SPECIFICATIONS SHALL BE SUPPLIED BY THE CONTRACTOR.
 - ALL NEW EQUIPMENT TO HAVE AN AMPS RATING GREATER THAN OR EQUAL TO THAT OF THE EXISTING EQUIPMENT.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EQUIPMENT AND OBTAINING THE NECESSARY PERMITS AND APPROVALS FOR THE PROPOSED PROTECTION.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EQUIPMENT AND OBTAINING THE NECESSARY PERMITS AND APPROVALS FOR THE PROPOSED PROTECTION.
 - DC WIRE FROM THE ARRAY IS ALWAYS POSITIVE AT THE CONDUIT AND DC CABLEWAY. POSITIVE CONNECTIONS SHOULD BE IDENTIFIED USING INSTALLATION AND ALL CONDUITS ARE TO BE LABELED IDENTIFYING VOLTAGE TYPES.



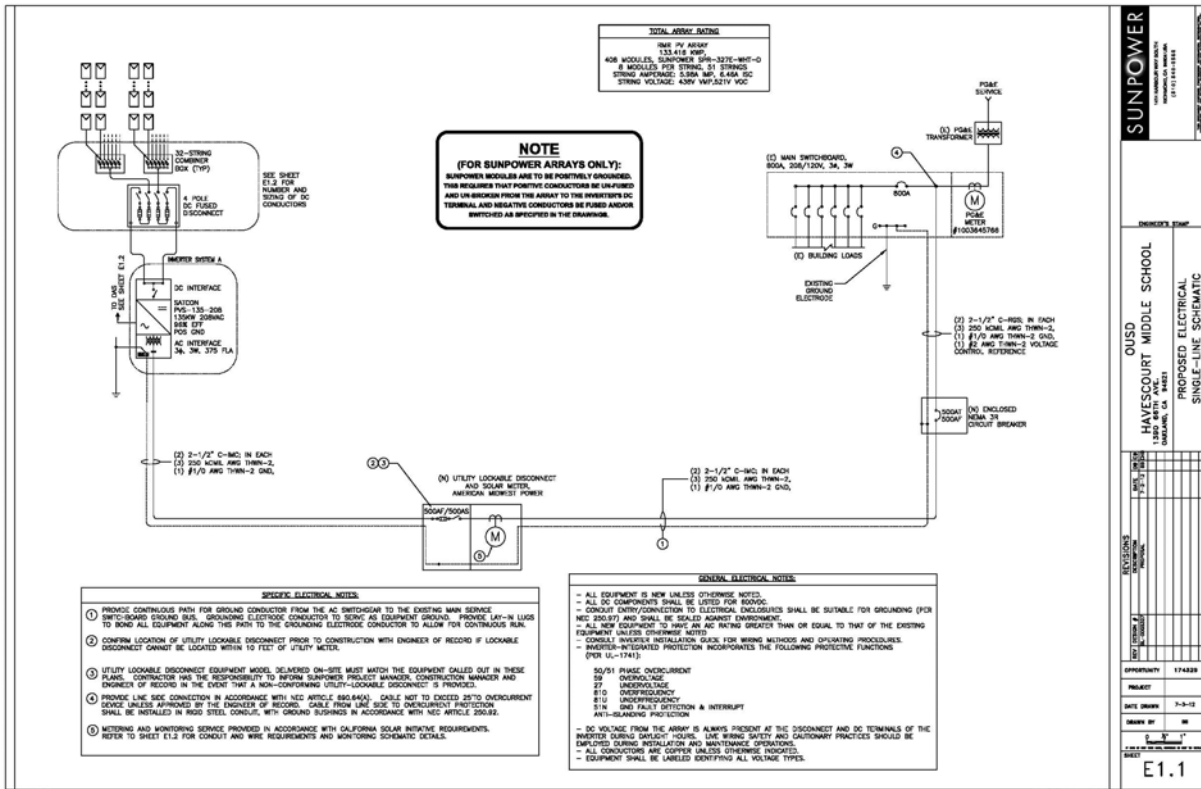
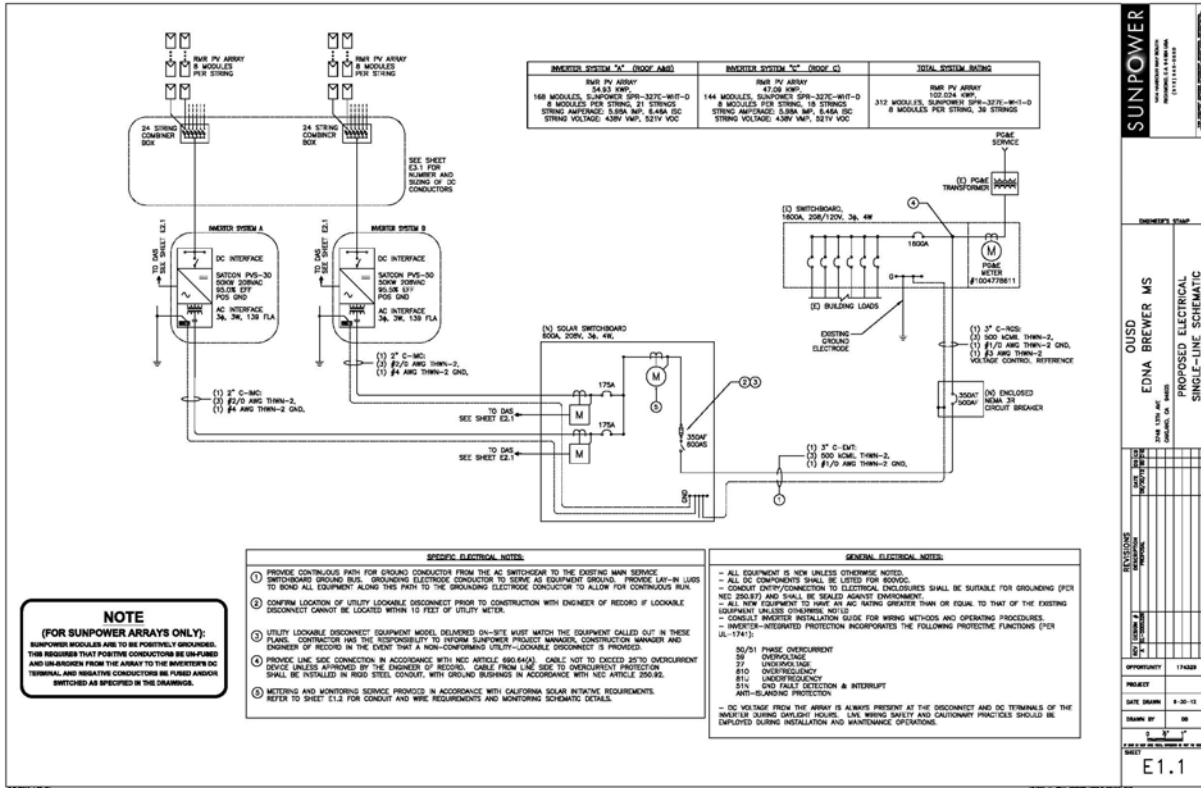
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ROOF A1 RMR PV ARRAY	ROOF A2 RMR PV ARRAY	ROOF B RMR PV ARRAY	ROOF D RMR PV ARRAY
16 MODULES, SUNPOWER SP75-372E-NH1-0 STRING AMPERAGE 5.63A W/ 5.64A SC STRING VOLTAGE 459V W/ 451V VDC	16 MODULES, SUNPOWER SP75-372E-NH1-0 STRING AMPERAGE 5.63A W/ 5.64A SC STRING VOLTAGE 459V W/ 451V VDC	16 MODULES, SUNPOWER SP75-372E-NH1-0 STRING AMPERAGE 5.63A W/ 5.64A SC STRING VOLTAGE 459V W/ 451V VDC	16 MODULES, SUNPOWER SP75-372E-NH1-0 STRING AMPERAGE 5.63A W/ 5.64A SC STRING VOLTAGE 459V W/ 451V VDC

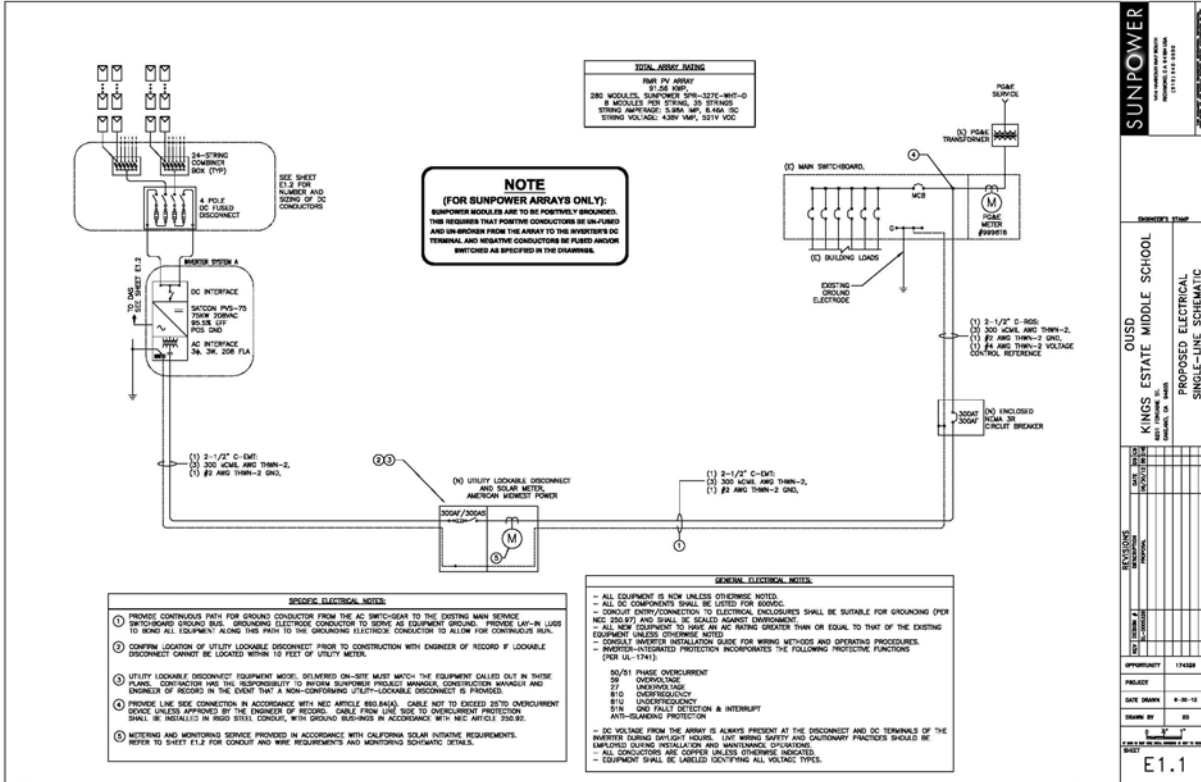
REVISIONS	DATE	BY	DESCRIPTION
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OUSD
 CLAREMONT MIDDLE SCHOOL
 5700 COLLEGE AVE
 ORLAND, CA 94618

PROPOSED ELECTRICAL
 SINGLE-LINE SCHEMATIC

SUNPOWER
 1414 WOODBURY SOUTH
 RICHMOND, CA 94804
 (415) 840-0880





SUNPOWER
10000 WATT
17111 1711 1711

PROJECT: OUSD KINGS ESTATE MIDDLE SCHOOL
PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

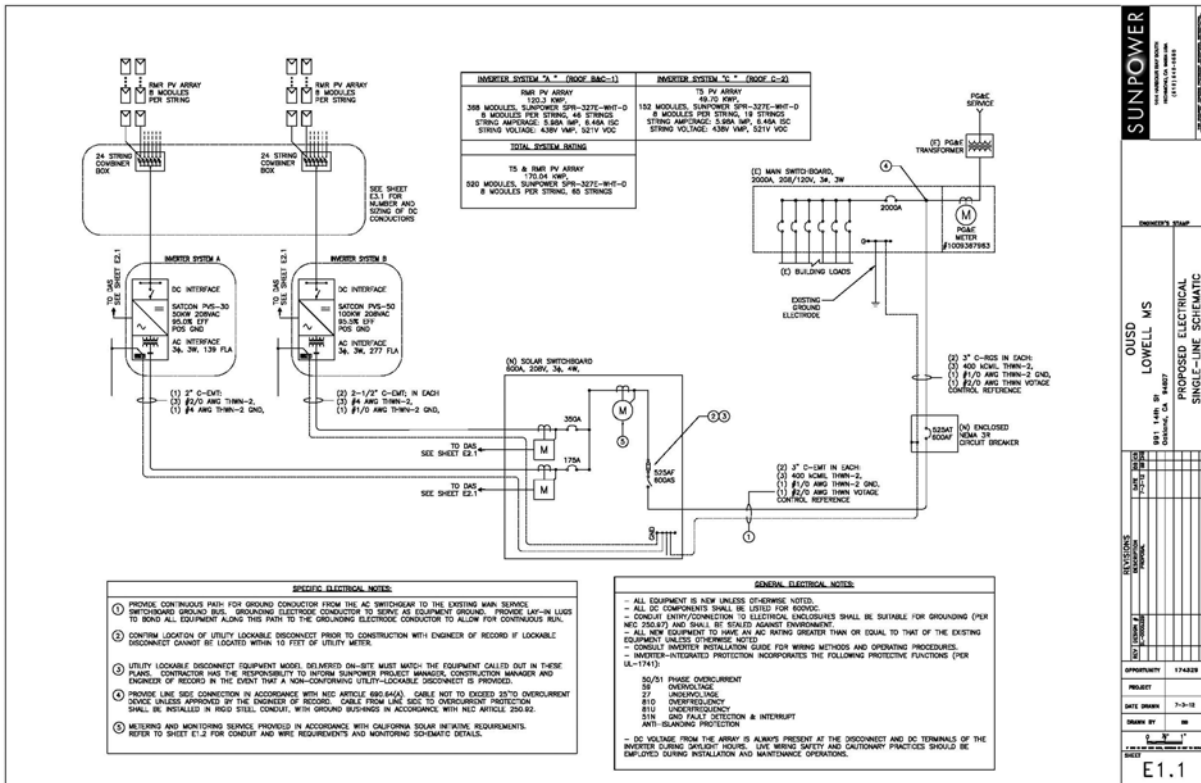
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REVISIONS:

NO.	DESCRIPTION	DATE

APPROPRIATE: 171228
PROJECT: [Name]
DATE DRAWN: 8-30-18
DRAWN BY: [Name]

E.1.1



SUNPOWER
10000 WATT
17111 1711 1711

PROJECT: OUSD LOWELL MS
PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

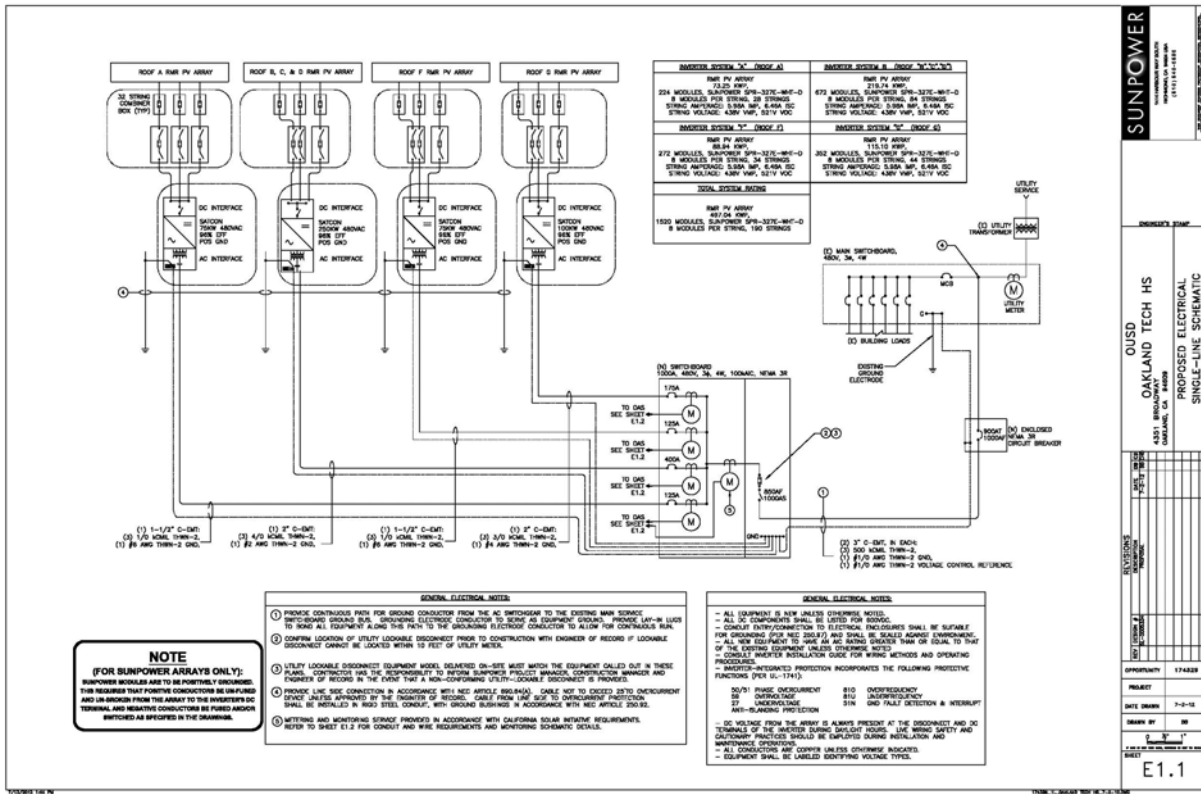
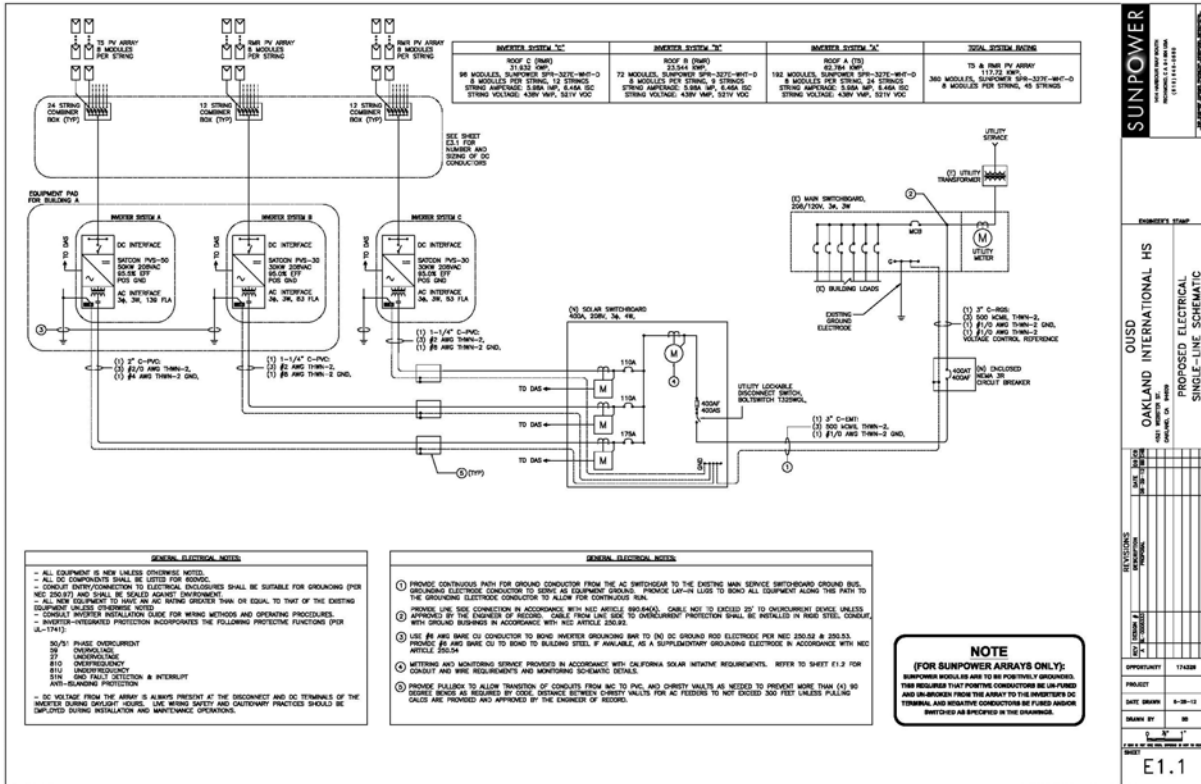
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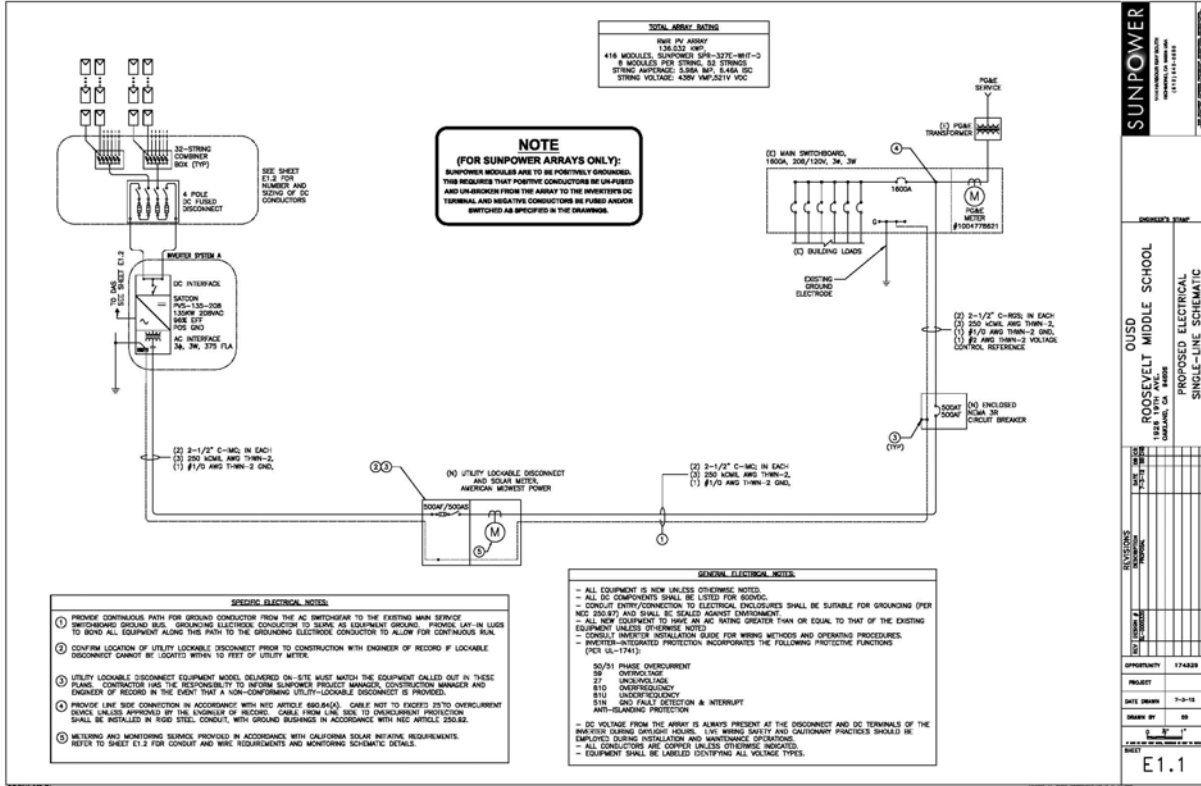
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E.1.1



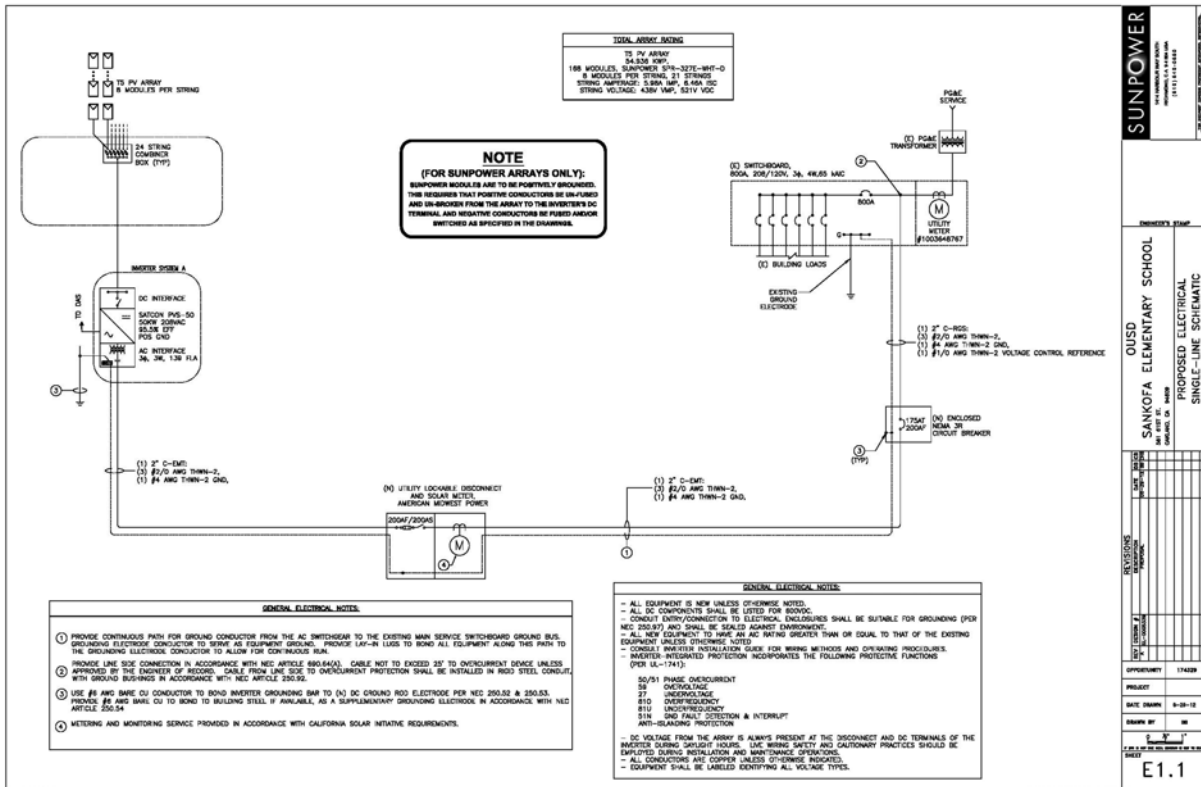


SUNPOWER
 14141 KILBUCK ROAD, SUITE 100
 SAN JOSE, CA 95131
 (415) 434-1414

PROJECT: ROOSEVELT MIDDLE SCHOOL
 1838 17TH AVE
 SAN JOSE, CA 95131

PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

OPPORTUNITY: 174283
PROJECT:
DATE DRAWN: 8-28-18
DRAWN BY: BS
CHECKED BY:
SCALE:
SHEET: E.1.1



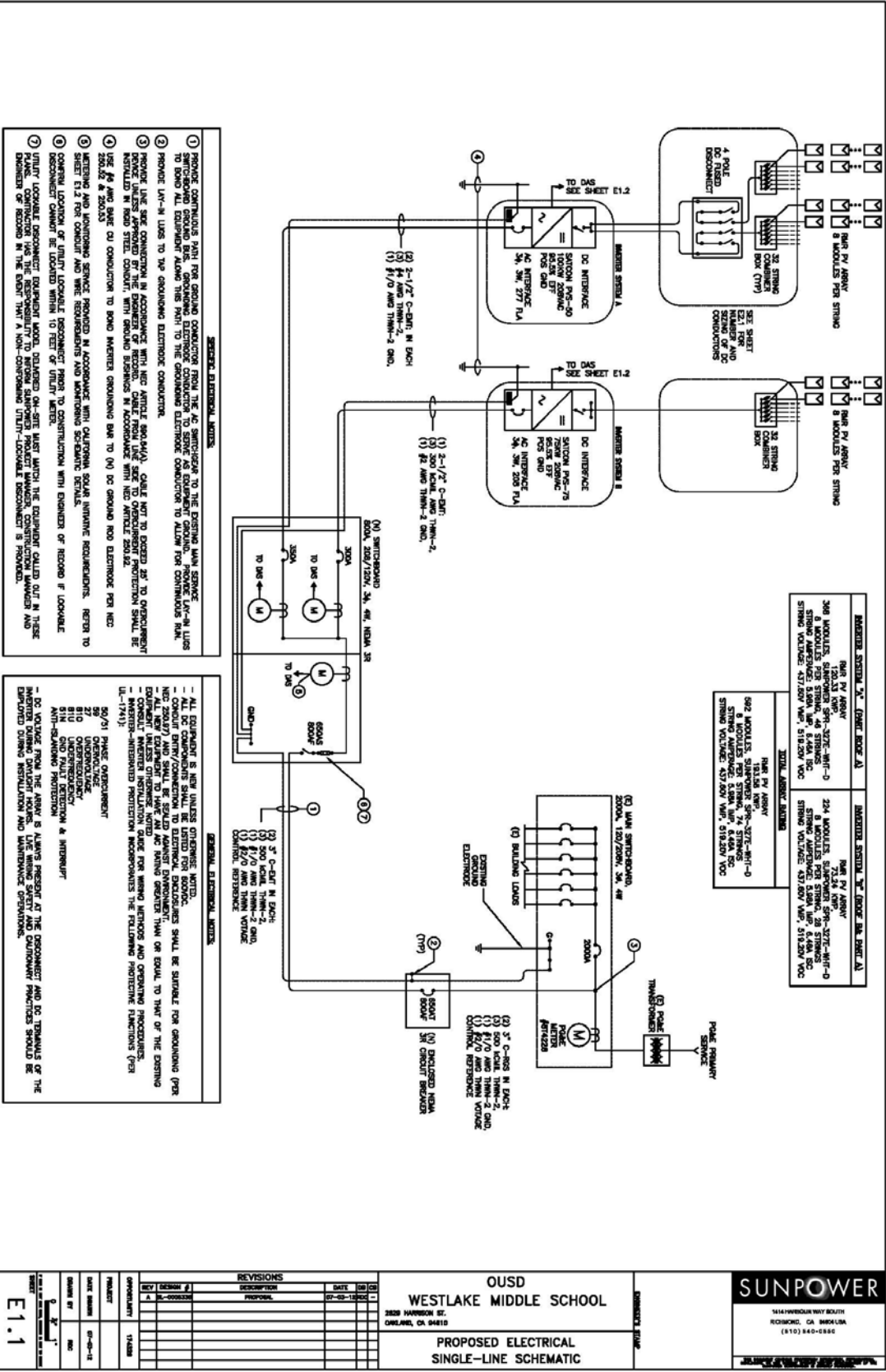
SUNPOWER
 14141 KILBUCK ROAD, SUITE 100
 SAN JOSE, CA 95131
 (415) 434-1414

PROJECT: SANKOFA ELEMENTARY SCHOOL
 1838 17TH AVE
 SAN JOSE, CA 95131

PROPOSED ELECTRICAL SINGLE-LINE SCHEMATIC

OPPORTUNITY: 174283
PROJECT:
DATE DRAWN: 8-28-18
DRAWN BY: BS
CHECKED BY:
SCALE:
SHEET: E.1.1

1/28/2018 10:58 AM



- GENERAL ELECTRICAL NOTES**
- 1 PROVIDE CONTINUOUS PATH FOR GROUND CONDUCTOR FROM THE 40 AMP SWITCHBOARD TO THE EXISTING MAIN SERVICE. PROVIDE ALL EQUIPMENT ABOVE THIS PATH TO THE GROUNDING ELECTRODE CONDUCTOR TO ALLOW FOR CONTINUOUS PATH.
 - 2 PROVIDE 1/4" MIN LIPS TO THE GROUNDING ELECTRODE CONDUCTOR.
 - 3 PROVIDE LINE SIZE CONNECTION IN ACCORDANCE WITH NEC ARTICLE 300.4(A). GAGE NOT TO EXCEED 20% TO OVERSIGHTMENT OF THE EQUIPMENT. PROVIDE ALL CONNECTIONS WITH NEW ARTICLES 300.4(A) AND 300.4(B). PROVIDE ALL CONNECTIONS WITH NEW ARTICLES 300.4(A) AND 300.4(B).
 - 4 USE #4 AWG BARE CU CONDUCTORS TO BOND METERS GROUNDING BAR TO (N) SO GROUND ROD ELECTRONE PER NEC 250.66 & 250.63.
 - 5 WEATHERING AND MONITORING SERVICE PROVIDED IN ACCORDANCE WITH CALIFORNIA SOLAR INSTITUTE REQUIREMENTS. REFER TO SHEET E1.2 FOR CONDUIT AND WIRE REQUIREMENTS AND MONITORING SCHEDULE DETAILS.
 - 6 CONDUIT LOCATION OF UTILITY LOCABLE DISCONNECT PRIOR TO CONSTRUCTION WITH ENGINERS OF RECORD. F LOCABLE DISCONNECT CANNOT BE LOCATED WITHIN 10 FEET OF UTILITY SITE.
 - 7 UTILITY LOCABLE DISCONNECT EQUIPMENT MODEL DELIVERED ON-SITE MUST MATCH THE EQUIPMENT CALLED OUT IN THESE DRAWINGS. PROVIDE THE RECOMMENDED PROTECTIVE DEVICES, CONNECTIONS, DIMENSIONS, CONSTRUCTION, DAMPERS AND PHASES OF RECORD IN THE DRAWING. A NON-CORROSION ULTIMATE DISCONNECT IS PROVIDED.

- GENERAL ELECTRICAL NOTES**
- ALL DC COMPONENTS SHALL BE LISTED FOR RECORD.
 - ALL NEW EQUIPMENT SHALL BE SEALED AGAINST ENVIRONMENT.
 - ALL NEW EQUIPMENT TO HAVE AN AC RATING GREATER THAN OR EQUAL TO THAT OF THE EXISTING EQUIPMENT.
 - CONSULT INVENTOR INSTALLATION DATE PER WIRE METHODS AND OPERATING PROCEDURES.
 - WEATHER-RESISTANT PROTECTION INCORPORATES THE FOLLOWING PROTECTIVE FUNCTIONS (PER UL-1741):
 - 50/50 PHASE OVERCURRENT PROTECTION
 - 77 UNDERVOLTAGE
 - 810 OVERCURRENT
 - 811 UNDERVOLTAGE
 - 81N GND FAULT DETECTION & INTERLUP
 - DO NOT REMOVE FROM THE DRAWING IS ALWAYS PRESENT AT THE DISCONNECT AND DC TERMINALS OF THE EXISTING EXISTING INSULATION AND MAINTENANCE OPERATIONS.

NO.	DATE	DESCRIPTION
1	07-03-2018	ISSUED FOR PERMIT
2	07-03-2018	ISSUED FOR PERMIT
3	07-03-2018	ISSUED FOR PERMIT
4	07-03-2018	ISSUED FOR PERMIT
5	07-03-2018	ISSUED FOR PERMIT
6	07-03-2018	ISSUED FOR PERMIT
7	07-03-2018	ISSUED FOR PERMIT
8	07-03-2018	ISSUED FOR PERMIT
9	07-03-2018	ISSUED FOR PERMIT
10	07-03-2018	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION
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2	07-03-2018	ISSUED FOR PERMIT
3	07-03-2018	ISSUED FOR PERMIT
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7	07-03-2018	ISSUED FOR PERMIT
8	07-03-2018	ISSUED FOR PERMIT
9	07-03-2018	ISSUED FOR PERMIT
10	07-03-2018	ISSUED FOR PERMIT

OUSD
WESTLAKE MIDDLE SCHOOL

3828 HAWTHORN ST.
OAKLAND, CA 94612

**PROPOSED ELECTRICAL
SINGLE-LINE SCHEMATIC**

SUNPOWER

14141 WOODBURY WAY SOUTH
ROCKFORD, CA 95964
(916) 840-6880

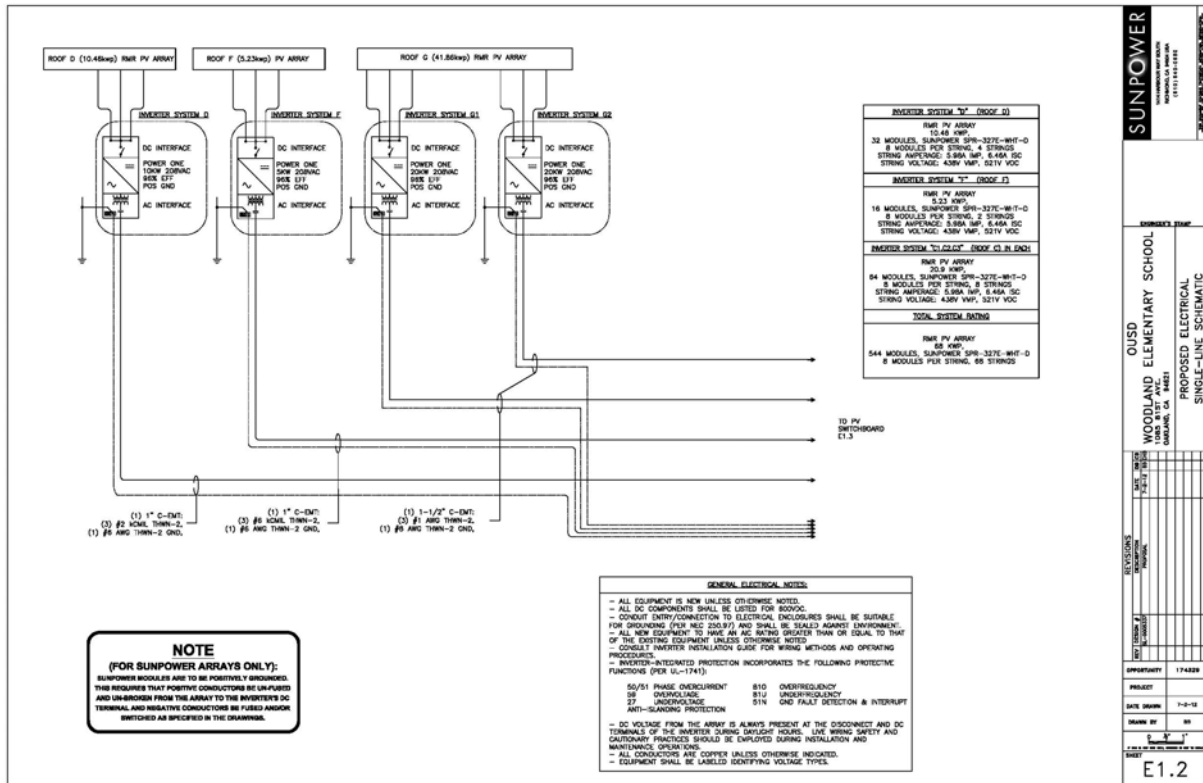
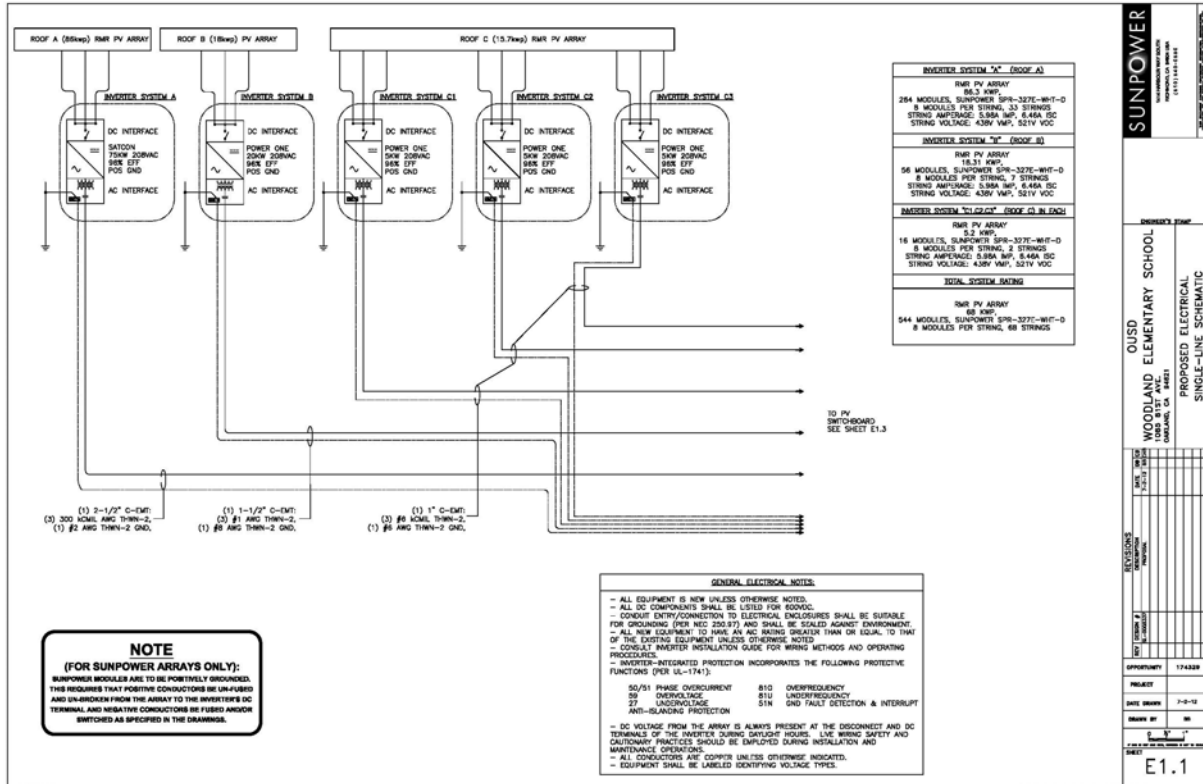


Exhibit “H”

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

[DRAFT FORM ATTACHED]

*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, SunPower and Customer have separately entered into a Agreement for Design and Construction (“Solar Agreement”) pursuant to which SunPower has designed and constructed a System for the production of energy for the District’s use; and

WHEREAS, SunPower and Customer 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, SunPower and Customer 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: Avoided Energy Price.**
- 1.3. Commissioning Date** means the date the System is capable of commercial deliveries of energy to the full extent of its designed capacity and commences delivery of energy for sale or use.
- 1.4. Customer Responsibilities** shall have the meaning set forth herein.
- 1.5. 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).
- 1.6. Expected Energy** means, for the System in a specified Guarantee Year, the kilowatt hours set forth in the Solar Agreement or Addendum for a specific Site.
- 1.7. Force Majeure** means the same as that term is defined in the Solar Agreement, plus the following:
 - 1.7.1.** Impingements on solar access by structures or activities on neighboring sites or by facilities that are beyond the control of either Party;
 - 1.7.2.** Externally caused outages, including:
 - 1.7.2.1.** Network Disturbance Hours: hours during which a fluctuation in the utility network parameters (e.g., a frequency or voltage variation) disconnected the inverters or facility from the utility network and prevented energy from being evacuated from the facility.
 - 1.7.2.2.** Network Outage Hours: hours during which a failure in the distribution network or in the

connection infrastructure prevented energy from being evacuated from the facility.

- 1.7.2.3. **Owner Caused Hours:** hours during which the equipment or facility is off-line due to District - required outages.
- 1.7.2.4. **Major Maintenance Hours:** hours during which the equipment or facility is 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.
- 1.7.3. Unless an inverter failure is due to a Force Majeure event, the Parties agree that as long as Designer/Builder is the Operator pursuant to the O&M Agreement, a failure of inverter(s) does not constitute a Force Majeure event and does not excuse Designer/Builder'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).
- 1.8. **Guaranteed Level** means 95% of the Expected Energy for a Guarantee Year for specified System(s).
- 1.9. **Guarantee Year** means each successive 12-month period during the Term commencing on the first day of the Term.
- 1.10. **Kilowatt-hour or kWh** means electrical energy expressed in kilowatt-hours and recorded from the kWh interval records of the Revenue Meter.
- 1.11. **Operations & Maintenance Agreement** (or "O&M" Agreement) means that certain Operations & Maintenance Agreement of even date herewith between SunPower Energy Systems Corporation, an affiliate of SunPower, and Customer.
- 1.12. **PVSim** means the software program utilized by SunPower to predict the amount of energy a Solar Power System 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.
- 1.13. **Revenue Meter** means the principal meter of a given System from which energy output is read and documented.
- 1.14. **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.
- 1.15. **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.
- 1.16. **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.
- 1.17. **Solar Agreement** means the Agreement for Design and Construction between SunPower and Customer.
- 1.18. **System** means Customer's photovoltaic system located at the Site and purchased from SunPower as more particularly identified in the Solar Agreement.
- 1.19. **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.
- 1.20. **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.

- 1.21. **True-up Period** means each successive five ([5]) year period during the Term commencing on the first day of the Term.
- 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 Guarantee Year during the Term:

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

- 2.2. **Actual Generation**

- 2.3. Where "Weather Adjustment" means the following ratio:

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

- 2.5. For each Guarantee Year, SunPower shall calculate the Annual Deficit.

3. Guarantee Payment.

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

- 3.1.1. if the \sum Annual Deficits > 0, then SunPower shall pay to Customer an amount equal to the product of (i) the Annual Deficit and (ii) 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 invoice, promptly notify Customer of any Guarantee Payment due. A Guarantee Payment shall be payable within thirty (30) days of the date of such invoice.
- 3.1.3. SunPower shall 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.

(i)

4. Actual Generation Measurement. The process for measuring 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 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 notify the other party of the scheduled calibration date and time no less than 30 days prior, and shall provide the Customer written proof of calibration or replacement.
- 4.3. **Contingency for Equipment Failure.** In the event of hardware, communication, or other failure affecting the DAS, SunPower will make commercially reasonable 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

- 5.1. *SunPower guarantees to Customer that the Actual Generation of the System during any Guarantee Year, subject to the limitations, terms and conditions stated in the Solar Agreement, into which this Performance Guarantee Standard Terms ("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 in 1.23 of this PeGu Agreement.*

6. Customer Responsibilities.

- 6.1. *Throughout the Term, and as conditions to the obligations of SunPower hereunder, Customer shall:*
- 6.2. *maintain an Operations & Maintenance Agreement with SunPower for the System and allow repairs in a timely fashion as may be recommended from time to time by SunPower;*
- 6.3. *not be in breach of any Customer obligations under the Solar Agreement;*
- 6.4. *grant reasonable access to the System by SunPower personnel and representatives;*
- 6.5. *insure that Primary and Secondary Contacts have the capability to resolve any failures of DAS communications, and*
- 6.6. *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 Failure to Uphold Responsibilities.

- 7.1. *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 and 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 proportionate to the period so disregarded and to the actual or reasonably estimated meteorological data during such period.*
- 7.2. *Any dispute as to whether Customer in fact has failed to satisfy one or more of Customer Responsibilities, shall be resolved pursuant to the Dispute provisions of the Solar Agreement.*

8. Adjustment of Expected Energy.

- 8.1. *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:*
- 8.2. *A material portion of the components of the System fail, and the manufacturer of such component(s)*

refuses, or otherwise fails to honor its corresponding warranty;

8.3. There is structural failure in a building supporting the System;

8.4. 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;

8.5. There is an event of Force Majeure; or

8.6. 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 and shall either provide revised definitions of Expected Energy in exhibits. 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, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received as indicated below and to the persons indicated below. If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery. If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

If to District:	If to Developer:
Oakland Unified School District _____ _____ _____, CA 9 _____ Attention: _____ Telephone: () ____ - _____ Facsimile: () ____ - _____	SunPower Corporation, Systems _____ _____ _____, CA 9 _____ Attention: _____ Telephone: () ____ - _____ Facsimile: () ____ - _____

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.

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

Dated: _____, 20__

Dated: _____, 20__

Oakland Unified School District

SunPower Corporation, Systems

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Exhibit A: Avoided Energy Price

The \$0.190 PG&E Avoided Cost Rate in the table below is an estimated value based on preliminary analysis. Subsequent to Design Development and detailed determination of PV system size and optimal PG&E tariff at each site, the PG&E Avoided Cost Rate is subject to modification at each site. The Output Guarantee price will be adjusted accordingly based on the following calculation: If the avoided cost rate goes down 5% at a particular site, the Output Guarantee price will go down 5%.

Guarantee Year	PG&E Avoided Cost Rate	CSI Incentive Rate	Avoided Energy Price (\$/kWh)
1	\$0.190	\$0.139	\$0.329
2	\$0.196	\$0.139	\$0.335
3	\$0.202	\$0.139	\$0.341
4	\$0.208	\$0.139	\$0.347
5	\$0.214	\$0.139	\$0.353
6	\$0.220	\$-	\$0.220
7	\$0.227	\$-	\$0.227
8	\$0.234	\$-	\$0.234
9	\$0.241	\$-	\$0.241
10	\$0.248	\$-	\$0.248
11	\$0.255	\$-	\$0.255
12	\$0.263	\$-	\$0.263
13	\$0.271	\$-	\$0.271
14	\$0.279	\$-	\$0.279
15	\$0.287	\$-	\$0.287
16	\$0.296	\$-	\$0.296
17	\$0.305	\$-	\$0.305
18	\$0.314	\$-	\$0.314
19	\$0.323	\$-	\$0.323
20	\$0.333	\$-	\$0.333
21	\$0.343	\$-	\$0.343
22	\$0.353	\$-	\$0.353
23	\$0.364	\$-	\$0.364
24	\$0.375	\$-	\$0.375
25	\$0.386	\$-	\$0.386

Exhibit "I"
WARRANTIES

The following warranties are the standard warranties from the manufacturers of components of the System. Designer/Builder is assigning these warranties to the District and these warranties shall not, in any way, reduce or limit the Output Guarantee and/or any additional warranty terms or durations indicated in the Agreement.

Photovoltaic Module Warranty
25-year

Inverter Warranty
20-year

Designer/Builder shall provide Owner with an extended manufacturer's warranty for the inverters for an additional ten years (for a total inverter(s) warranty period to the District of twenty (20) years) under the same terms as the following terms of the initial ten (10) year warranty from the manufacturer.

4.2 Any delivery dates given are approximate and are based upon prompt receipt from Purchaser of all information essential to the proper execution of Purchaser's order.

4.3 The title to and property in any Products shall not pass to Purchaser until immediately prior to any sale of the

Product by the Purchaser to any third party or until full purchase price of the Product has been paid, whichever occurs first, and Purchaser hereby grants to Seller a security interest in the Product and in any proceeds received by Purchaser on its resale of the Product to secure payment of all monies due to it by Purchaser from time to time under or pursuant to this Agreement or otherwise which Purchaser acknowledges include without restriction purchase monies for the Product. The Purchaser agrees that the security interest attaches immediately upon execution of this Agreement or upon execution of the formal Purchase Order to which the Terms and Conditions are attached. Purchaser acknowledges that Seller may make such filings and registrations with and give such notices to such government and non-government authorities and such third parties as it deems necessary to perfect and protect its security interest in the Product.

4.4 In the event that Purchaser fails to pay any amount owing or perform any of its obligations hereunder, becomes insolvent, initiates or becomes subject to any proceedings or seeks any relief under any bankruptcy or insolvency legislation, or any receiver, trustee, liquidator or custodian is appointed for Purchaser or any of its property, or if a distress or analogous process is levied upon the property of Purchaser or any part thereof, then Seller shall be entitled to exercise any remedies against all or part of the Product contemplated by the personal property security legislation of the jurisdiction applicable to the Product and the security interest granted hereby, and for this purpose Purchaser irrevocably grants Seller access to any premises where Product is located and authorizes Seller to use whatever means necessary to enforce such right of access.

4.5 So long as any amount remains owing by Purchaser to Seller hereunder, Purchaser shall exercise proper care in the possession and use of Product and shall keep same at all times in good repair and free of all liens, options, taxes, charges, pledges, privileges and encumbrances. Purchaser shall insure physical Product against loss, destruction or theft for the full value of the replacement purchase price of the Product.

4.6 If shipment is delayed beyond the agreed delivery date due to the fault of Purchaser, Seller shall store the Product at Purchaser's expense (which may be at the place of manufacture). In such event:

- (i) risk of loss and damage shall pass to Purchaser on agreed delivery date; and
- (ii) any amounts payable to Seller on or after delivery shall be payable on presentation of Seller's related invoices; and
- (iii) all storage costs incurred by the Seller, including, but not limited to, all expenses of preparation into storage, material handling, storage, inspection, preservation, and insurance shall be for Purchaser's account and amounts shall be payable on presentation of Seller's related invoices.

5.0 WARRANTY

5.1 Seller warrants that any Product sold hereunder shall be free from defects in material and workmanship and shall substantially conform to the applicable specifications for a period (the "Warranty Period") terminating two hundred forty six (246) months from the date delivery or two hundred forty (240) months from the date of first use for commercial purposes, whichever occurs first.

5.2 In full satisfaction of any claim under this warranty, Seller shall, if satisfied after its inspection, tests or other assessment that the Product is defective, either (i) repair any defective part or parts, or (ii) make available to

Purchaser such repaired or replacement part or parts or such service as is required to in Seller's opinion correct the defect. Parts shall be delivered in accordance with the delivery terms applicable to the parts and services hereunder and any excess or replaced parts shall be returned FCA Seller's factory (INCOTERMS 2000). Service shall be performed during normal working hours during times mutually agreed upon in advance by Seller and Purchaser. Seller and Operator shall mutually agree upon the conduct of any tests required to determine whether a Product is defective in advance of conducting such tests.

5.3 This warranty shall be void if:

- (i) the Products have been damaged in shipment or improperly stored, installed or maintained or otherwise have not been used in conformance with Seller's applicable instructions or have been altered or repaired without Seller's prior written consent;
- (ii) Purchaser fails to notify Seller promptly in writing of any claim under this warranty; or
- (iii) Purchaser fails to make any Product subject of a claim promptly available for inspection and correction.

5.4 This warranty does not apply to:

- (i) Damage, malfunction, or degradation of electrical output caused, directly or indirectly, by any repair or replacement using a part or service not provided or authorized in writing by the Seller;
- (ii) Damage, malfunction, or degradation of electrical output resulting, directly or indirectly, from Purchaser or third party abuse, accident, alteration, improper use, negligence or vandalism, or from earthquake beyond the Product's rating, fire, flood, direct lightning strike to the Product or other acts of God and severe weather beyond the Product's rating;
- (iii) Damage caused, directly or indirectly, by other events outside of the control of Seller; or
- (iv) Any third party components or monitoring systems that are either, supplied by Purchaser or specified by Purchaser and purchased by Seller on behalf of Purchaser, and incorporated into the Product.

5.5 Subject to paragraph 1.2.2, this warranty extends to the owner, including any subsequent owner or a lessee and an assignee of a lease, at the same location during the Warranty Period of the photovoltaic system provided by Purchaser incorporating the Product (hereinafter referred to as "Operator").

5.6 This warranty is conditional upon:

- (i) The installation and operation, at Seller's sole discretion and expense, of Seller's remote monitoring system to verify the performance of any Product sold under this Agreement;
- (ii) Satisfactory inspection by Seller's service representative, at Seller's sole discretion and expense, not more frequently than once a year;
- (iii) Satisfactory rectification by Operator at its sole expense of any adverse or dangerous conditions or circumstances identified by such monitoring or inspection; and
- (iv) Purchaser and the Operator executing and delivering to Seller and performing their obligations in compliance with the warranty registration and remote monitoring licensing agreements titled, "PowerGate® Warranty Registration", and, if applicable, "PV View™ Licensing Agreement".

5.7 THIS WARRANTY CONSTITUTES PURCHASER'S AND OPERATOR'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS AGAINST SELLER IN RESPECT OF DEFECTIVE OR NON-CONFORMING PRODUCTS HEREUNDER AND IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS FROM SELLER RELATING TO THE PRODUCTS HEREUNDER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, IN CONTRACT, TORT OR OTHERWISE, INCLUDING WITHOUT RESTRICTION ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE, AND ANY SUCH WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION IS HEREBY EXCLUDED.

5.8 SELLER SHALL NOT BE HELD LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR LOSS OF USE ASSOCIATED WITH WARRANTY CLAIMS FOR SAID PRODUCT. FOR GREATER CERTAINTY, ANY CLAIMS UNDER THIS SECTION 5.0 ARE SUBJECT TO THE LIMITATIONS IN PARAGRAPH 6.1.

5.9 SELLER'S TOTAL LIABILITY FOR ANY AND ALL WARRANTY CLAIMS AND COSTS UNDER THIS SECTION 5.0 SHALL NOT EXCEED THE PRICE RECEIVED FOR SUCH PRODUCT.

6.0 LIMITATION OF LIABILITY

6.1 Consequential Damages. Notwithstanding the patent infringement provisions in section 9.0, In no event, whether as a result of a breach of contract, warranty, tort (including without restriction negligence) or otherwise, shall Seller be liable for any loss of profits or for any special, direct, indirect, consequential, incidental, exemplary or punitive damages, losses, injury, costs or expenses of any nature relating to any Product or related services sold hereunder.

6.2 Limitation of Liability. Notwithstanding the warranty provisions in section 5.0 and the patent infringement provisions in section 9.0, Seller's total liability to Purchaser or any third party for any and all claims concerning the Products or related services under these terms and conditions or otherwise, whether as a result of a breach of contract, warranty, tort (including without restriction negligence) or otherwise, shall not exceed in aggregate the price received for such Product.

7.0 EXCUSABLE DELAY (FORCE MAJEURE)

7.1 Seller shall not be liable for delays in the performance of its obligations hereunder due to causes beyond its reasonable control including but not limited to acts of God, acts of Purchaser, fires, strikes, labour disturbances beyond Seller's control, floods, epidemics, quarantine restrictions, war, insurrection or riot, acts of a civil or military authority compliance with priority orders or preference ratings issued by any Government, freight embargoes, car shortages, wrecks or delays in transportation, or severe weather.

7.2 Seller shall notify the Purchaser promptly of any delays set forth in paragraph 7.1, and shall specify, as soon as practicable, a new shipment date.

7.3 Where the period lost is at least sixty (60) days and the parties have not agreed upon a revised basis for performing the work, either party may, upon thirty (30) days written notice, terminate this Agreement. Cancellation charges shall be determined in accordance with section 8.0.

8.0 CANCELLATION

8.0 The Purchaser may cancel this Agreement at any time upon written notice and payment to the Seller of cancellation charges referred to in paragraph 8.2.

8.2 In the event that this Agreement is cancelled pursuant to paragraph 8.1, or the Excusable Delay Paragraph 7.1, the cancellation charges payable by the Purchaser to the Seller shall be calculated as follows: (i) Material, labour and indirect expenses committed or incurred to date of cancellation; and

(ii) Reasonable profit on (i) herein above cited.

9.0 PATENT INFRINGEMENT

9.1 Seller shall defend any suit or proceeding brought against Purchaser to the extent based on any claim that any Product, or any part thereof, manufactured and sold hereunder by Seller, infringes any patent and shall pay all damages and costs (excluding consequential, incidental, exemplary or punitive damages or costs) awarded therein against Purchaser, provided that Purchaser notifies Seller promptly in writing of such suit or proceeding and gives

Seller authority to defend and such information and assistance (at Purchaser's expense) required for defense of same. In case said Product, or any part thereof, is in such suit held to constitute infringement and the use of said Product or part is enjoined, the Seller shall, at its own expense at its option: (i) procure for the Purchaser the right to continue using said Product or part; (ii) replace same with non-infringing Product; (iii) modify it so it becomes non-infringing; or (iv) remove said Product.

9.2 Seller's total liability under this section 9.0, including without restriction for damages, losses, costs and expenses, shall not exceed in aggregate the price received for such Product.

9.3 This section 9.0 shall not apply to and the Seller shall assume no liability for any infringement resulting from (i) any Products, or any part thereof, manufactured to Purchaser's design or, (ii) circumstances in which a claim arises from using Products in combination with Purchaser's equipment or process and Purchaser agrees to indemnify, defend and hold Seller harmless from and against any costs, expenses, claims or other liability arising from or relating to any such infringement.

9.4 In respect of any Product not manufactured by Seller, the patent infringement protection offered by the manufacturer thereof shall apply in lieu of the foregoing.

10.0 CONFIDENTIALITY

10.1 All plans, drawings, technical specifications, documents, software, microfilm, data, and proprietary information relating to the Products hereunder are the confidential and proprietary information of Seller, and shall be treated in confidence by Purchaser, and shall not be copied, reproduced, or communicated to any third party in any way whatever except in connection with the operation and maintenance of the Product, under terms and conditions specified by Seller in writing.

11.0 SOFTWARE

11.1 If not governed by a separate license or agreement, any software furnished hereunder whether separately or incorporated with supplied hardware, including any subsequent updates, is provided for use by Purchaser on a restricted, non-exclusive, non-transferable basis on the following terms and conditions:

(i) the software and any part thereof is to be used only by Purchaser for its own internal operations and on the Product on which the software is first installed;

(ii) software and hardware documentation developed by Seller shall not be copied in whole or in part; additional copies of software and any documentation may be obtained from Seller or its representatives at

Seller's then standard charges, subject to applicable import and export laws and regulations;

(iii) any third party licensed software will be identified as such and Purchaser will be required to complete any sublicense specified by the software licensor; and

(iv) source code for software is not included (unless provided under separate agreement).

12.0 GENERAL

12.1 This Agreement shall constitute the entire agreement and shall supersede all prior agreements, arrangements, obligations, commitments and undertakings, oral or written between Purchaser and Seller with respect to the subject matter of this Agreement. Except as otherwise expressly set forth herein Seller makes no representation, warranty, condition or guarantee, express or implied, relating to the subject matter of this Agreement.

12.2 Purchaser shall not assign this Agreement or any part thereof without the prior written consent of the Seller.

12.3 Any order received by the Seller is subject to credit approval and may be cancelled if the Purchaser's credit standing is not satisfactory to Seller.

12.4 No penalties shall apply pursuant to the execution of Seller's obligations hereunder, unless accepted in writing by an authorized representative of the Seller.

12.5 Any provision hereof which is contrary to law shall not invalidate any other provision hereof and any provision required to be included in this Agreement by applicable law shall be deemed to be incorporated herein.

12.6 The waiver by Seller or any breach or the failure by Seller to enforce any of the terms or conditions contained herein shall not in any way effect, limit or prevent Seller's right thereafter to rely on, enforce and compel strict compliance with each term or condition contained herein.

12.7 This Agreement shall be governed by the domestic laws of Ontario and of Canada applicable therein excluding the *International Sale of Goods Act* (Ontario) without reference to conflict of law rules and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of such province.

12.8 (Applicable to the Province of Quebec, Canada). It is the express wish of the parties that this contract and all documents in connection with this contract be drawn up in English. Il est la volonté expresse des parties que le présent contrat et tous les documents qui s'y rattachent soient rédigés en langue anglaise.

Standard System Warranty and Service Contract Provisions

SunPower includes a 25-year comprehensive materials and workmanship warranty on the remainder of the system.

SunPower warrants that the Equipment, except for modules and inverters which are covered by separate warranties, will be free from defects in materials and workmanship under normal operating conditions, as determined by SunPower.

If during the warranty period, for any properly installed Equipment that does not comply, the liability of SunPower under this warranty is limited to repairing the defect, replacing the defective component, or accepting the return of the Equipment and providing a refund in an amount not to exceed the original purchase price actually paid for the specific Equipment.

The warranty requires that (a) SunPower is promptly notified in writing by the Customer during the applicable warranty period, including a detailed description of the Equipment defect or nonconformance, and (b) SunPower confirms to its satisfaction that a defect or nonconformance actually exists. These provisions do not extend the original warranty period of the Equipment, or any part thereof, which has either been repaired or replaced by SunPower. Warranty documents are available upon request.

In the next pages we provide our Standard System Warranty.

STANDARD SYSTEM WARRANTY

1. System Information. This Standard Warranty (this “Warranty”) applies to the System installed by Installer pursuant to this Work Authorization.

2. SunPower System Warranty. Installer warrants that (a) materials and equipment shall be new and unused as of the date of installation and (b) the System shall conform to the Specification on the Substantial Completion Date and shall be free from defects in materials and workmanship under normal operating conditions for a period of ten years thereafter (“Warranty Term”); provided, however, that this Warranty shall not include any warranty statements beyond the scope of this Warranty and provided by Other Manufacturers as described in Section 3 below. Upon a breach of the Warranty during the Warranty Term, Installer will, upon Notice from Customer of a valid warranty claim, at Installer’s sole option, either repair or replace any defective parts. Installer shall have reasonable access to the Site as necessary to perform its warranty obligations under this Agreement. All costs for the removal, replacement and reinstallation of all equipment and materials necessary to gain access to defective Work shall be borne by Installer. Unless this Warranty is extended by written agreement, Customer shall pay for any repair costs incurred by Installer after the Warranty Term expires. This Warranty applies solely to the System and does not include (i) roof repair or maintenance or (ii) site work, including but not limited to, grading and landscape maintenance, if applicable.

3. Manufacturer Warranties. Installer assigns to Customer the applicable pass-through warranties from Installer’s manufacturers, including photovoltaic modules and inverters (“Other Manufacturers”). The Other Manufacturers shall be stated in the Design Submittal. Installer warrants that materials and equipment subject to warranties of Other Manufacturers have been installed in accordance with the requirements of those warranties. Installer makes no representation or warranty, and Customer shall seek no recourse from Installer, unless specifically provided to the contrary, regarding the warranties of Other Manufacturers that extend beyond the scope of this Warranty, including, without limitation, the power output of the photovoltaic modules.

4. Warranty Exceptions. This Warranty does not apply to:

4.1 Damage, malfunction, or degradation of the System, including electrical output, to the extent caused by:

- a. failure to Properly Operate or Maintain the System (as described below); or
- b. any repair or replacement using a part or service not provided or authorized in writing by Installer; or
- c. normal wear and tear, including expected degradation electrical output; or
- d. environmental factors, including but not limited to corrosion, insects, animals, lightning, flooding, and winds in excess of design specifications.

4.2 Damage, malfunction, or degradation of the System, including electrical output and System’s supporting structure, to the extent:

- a. resulting from Customer or third party abuse, accident, alteration, improper use, solar infringement, negligence, vandalism, theft, or a Force Majeure Event; or
- b. caused by unknown structural defects with the building or foundation upon which the System is located, excepting structures installed by Installer and included under this warranty scope; or

c. resulting from change in usage of the building or site, including neighboring surroundings, without the written approval of Installer.

4.3. For purposes of this Section, "Properly Operate and Maintain the System" shall mean that Customer, or qualified party on Customer's behalf shall:

- a. perform all initial troubleshooting and diagnostics, including photographic evidence and reporting of inverter fault codes, when applicable, prior to submitting a warranty claim; and
- b. otherwise operate and maintain the System in full accordance with the printed manuals and instructions provided with the System to Customer;

provided that, for the avoidance of doubt, should the operation and maintenance of the System be performed by or on behalf of Installer pursuant to an Operations and Maintenance Agreement providing for such services for the duration of the Warranty Term, Proper Operation and Maintenance shall be deemed satisfied for purposes of this Warranty. Resetting of any protective devices and replacement of any fuses or other consumables within the System are assumed to be included within Proper Operation and Maintenance and not included within the scope of this Warranty.

5. Successors and Assigns. This Warranty shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns (including, without limitation, any owner or tenant of the Site). No assignment by Customer shall relieve Installer of any of its obligations under this Warranty. Nothing in this Warranty, expressed or implied, is intended to confer any rights, remedies, obligations or liabilities under or by reason of this Warranty upon any Person other than the Parties.

6. Disclaimer. Except as expressly provided herein, Installer expressly disclaims any and all warranties of any kind, express, implied or statutory, including without limitation any implied warranties of merchantability and/or fitness for a particular purpose. Neither the Agreement nor any document furnished under it, unless explicitly stated, is intended to express or imply any warranty or guarantee with regard to the performance of the System with respect to (i) electricity output, (ii) reduction in energy costs or environmental savings, (iii) financial savings or return on investment and (iv) public recognition.



Exhibit A - 1.8.12 Warranties and Service Information

PV Module Warranty

SunPower PV modules come with a 25-year power output warranty.

The following pages provide a copy of SunPower's PV Module Warranty.



SUNPOWER LIMITED WARRANTY FOR PV MODULES

Applies to the following models:

SPR-yyzzz-xxxx-x –where yyy is a module power rating between 160 and 460 W
SPR-yyzz-xxxx-x, where yyy is a module power rating between 150 and 450 W
TS-SPR-yyy, where yyy is a module power rating between 290 and 350 W
Serengeti branded PV modules: SER-yyyz, where yyy is a module power rating between 200 & 320 W
("xxxx-x" "z" defines product variants)

1. Limited Product Warranty – Ten (10) Year Repair, Replacement or Refund Remedy

SunPower Corporation with offices at 77 Rio Robles, San Jose, CA 95134 ("SunPower") warrants that for ten (10) years beginning either on the date of array commissioning or 6-months after the manufacturing date (whichever comes first), its Photovoltaic modules ("PV modules") shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the PV modules fail to conform to this warranty, then for a period ending ten (10) years from the date of array commissioning or the calendar date 6-months after the manufacturing date of the modules (whichever comes first), SunPower will, at its option, either repair or replace the product, or refund the purchase price as paid by the Customer ("Purchase Price"). The repair, replacement or refund remedy shall be the sole and exclusive remedy provided under the Limited Product Warranty and shall not extend beyond the ten (10) year period set forth herein. This Limited Product Warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter (Limited Power Warranty).

2. Limited Power Warranty

- a) SunPower additionally warrants: If, within twelve (12) years from the date of array commissioning or the calendar date 6-months after the manufacturing date of the modules (whichever comes first), any PV module(s) exhibits a power output less than 90% of the Minimum Peak Power¹ as specified in the SunPower Product datasheet revision active for the serial number date of the module, provided that such loss in power is determined by SunPower (at its sole and absolute discretion) to be due to defects in material or workmanship, SunPower will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of SunPower.
- b) SunPower additionally warrants: If, within twenty five (25) years from date of array commissioning or the calendar date 6-months after the manufacturing date of the modules (whichever comes first), any PV module(s) exhibits a power output less than 80% of the Minimum Peak Power¹ as specified in the SunPower Product datasheet revision active for the serial number date of the module, provided that such loss in power is determined by SunPower (at its sole and absolute discretion) to be due to defects in material or workmanship SunPower will replace such loss in power by either providing to the Customer additional PV modules to make up such loss in power or by providing monetary compensation equivalent to the cost of additional PV modules required to make up such loss in power or by repairing or replacing the defective PV modules, at the option of SunPower.

¹ "Minimum Peak Power" = Peak power minus the Peak power tolerance (as specified in SunPower's Product datasheet). "Peak power" is the power in peak watts that a PV module generates at STC (Standard Test conditions: irradiance of 1000 W/m², light spectrum AM1.5g and a cell temperature of 25 degrees C)

Exclusions and limitations

- a) Warranty claims must in any event be filed within the applicable Warranty period.
- b) Warranty claims may only be made by, or on the behalf of, the original end customer or a person to whom title has been transferred for the PV Modules.
- c) The Limited Warranties do not apply to any of the following:
 - 1. PV modules which in SunPower's absolute judgment have been subjected to: misuse, abuse, neglect or accident; alteration, improper installation, application or removal (including but not limited to installation, application or removal by any party other than a SunPower authorized dealer; non observance of the applicable SunPower installation, users and/or maintenance instructions; repair or modifications by someone other than an approved service technician of SunPower; power failure surges, lightning, flood, fire, accidental breakage or other events outside SunPower's control.
 - 2. Cosmetic defects stemming from normal wear and tear of PV module materials. Normal wear and tear of PV module materials can include, but is not limited to, fading of frame color, weathering of glass coatings, and areas of brown or gray discoloration around or over individual solar cells
 - 3. PV modules installed in locations, which in SunPower's absolute judgment may be subject to direct contact with bodies of saltwater or installed on marine recreational vehicles
- d) The Limited Warranties do not cover any transportation costs for return of the PV modules, or for reshipment of any repaired or replaced PV modules, or cost associated with installation, removal or reinstallation of the PV modules.
- e) When used on a mobile platform of any type, the Limited Power Warranty, applying to any of the PV modules shall be limited to twelve (12) years as per the provisions of clause 2(a) hereof.
- f) Warranty claims will not apply if the type or serial number of the PV modules is altered, removed or made illegible.

4 Limitation of Warranty Scope

SUBJECT TO THE LIMITATIONS UNDER APPLICABLE LAW, THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SUNPOWER, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED AND APPROVED BY SUNPOWER. SUNPOWER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL SUNPOWER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. SUNPOWER'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SUNPOWER BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH GAVE RISE TO THE WARRANTY CLAIM. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

5. Obtaining Warranty Performance

If you feel you have a justified claim covered by this Limited Warranty, immediately notify the (a) Installer, who sold the PV-modules, or (b) any authorized SunPower distributor, of the claim in writing, or (c) send such notification to SunPower Corporation, 77 Rio Robles, San Jose, CA 95134, directly. In addition, please enclose evidence of the date of delivery of the PV module. If applicable, your installer or distributor will give advice on handling the claim. If further assistance is required, please write to SunPower for instructions. The return of any PV-modules will not be accepted unless prior written authorization has been given by SunPower.

Inverter Warranty

The inverter manufacturer warrants their equipment for five years. SunPower contracts with the inverter manufacturer to extend the warranty to 20 years for this project.

To the extent permissible by the contract between SunPower and the Inverter Manufacturer, SunPower will act as an Agent in resolving disputes between Customer and the Inverter Manufacturer, but makes no representation or warranty itself for these third-party components, and customer shall seek no recourse from SunPower, regarding the warranties of Other Manufacturers. Warranty documents are available upon request.

The following pages include a copy of the Inverter Warranty.

**Exhibit “J”
EDUCATION PROGRAM**

Educational Program Support Services Provided

Within 90 days of receipt of Notice to Proceed for Construction, SunPower will host a meeting with leaders in Career Technology Education (CTE) at Oakland Unified School District to further define these support services, expected to include:

1. **Train the Trainer.** Provide enrollment and tuition for two (2) high school teachers and two (2) middle school teachers in a “Train the Trainer” course at SunPower University for teachers in the Summer of 2013. The aim of the training will be to equip teachers to support students in their interest in careers in the solar industry. This is a customized training and certification course designed specifically for K12 teachers. The course involves the basics of electricity and solar energy, technology and products, and actual design and installation of a solar system.
2. **Summer Internship.** SunPower will sponsor an internship in our week long “Summer Solar Academy Program” for a group of up to 20 high school students from Oakland Unified School District. The internship program will be conducted via WebEx and in class instructions designed to educate students on the solar projects at their schools. The summer internship will cover the anatomy of a solar project lifecycle- project scope, economics, sales, design, permitting, construction/ installation, operations and maintenance. The summer academy is complementary to career tech education based programs, providing a work-based learning experience for students.
3. **Curriculum Support.** SunPower will schedule a half day workshop with leaders in Career Technology Education (CTE) at Oakland Unified School District. During the meeting SunPower will outline the CTE curriculum SunPower has been developing through a Partnership with Project Lead the Way (PLTW) and determine if, and how this would be useful in incorporating into the District’s CTE programs.

**Exhibit “K”
ADDITIONAL CONTRACT DOCUMENTS
TO
AGREEMENT FOR DESIGN AND CONSTRUCTION**

**Oakland Unified School District
and
SunPower Corporation, Systems**

- Coordination and Project Meetings
- Construction Schedule - Network Analysis
- Submittals
- Regulatory Requirements
- Testing Laboratory Services
- Temporary Facilities and Controls
- Site Standards
- Temporary Tree and Plant Protection
- Storm Water Pollution Prevention Plan – Construction
- Materials and Equipment
- Delivery, Storage and Handling
- Contract Closeout and Final Cleaning
- Field Engineering
- Cutting and Patching
- Demolition Waste Management
- Operation and Maintenance Data
- Warranties
- Record Documents
- Commissioning
- School Site Test Calendar
- Local, Small Local and Small Local Resident Business Enterprise Program – Summary and Lists
- Project Labor Agreement and Related Side Letters

COORDINATION AND PROJECT MEETINGS

1. GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Coordination Responsibilities of the Designer/Builder
- 1.1.2. Field Engineering Responsibilities of the Designer/Builder
- 1.1.3. Preconstruction Conference.
- 1.1.4. Progress Meetings.
- 1.1.5. Pre-Installation Conferences.
- 1.1.6. Post Construction Dedication.

1.2. COORDINATION RESPONSIBILITIES OF THE DESIGNER/BUILDER

- 1.2.1. Coordinate scheduling, submittals, and Work of the Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- 1.2.2. Prior to commencement of a particular type or kind of work examine relevant information, contract documents, and subsequent data issued to the Project.
- 1.2.3. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- 1.2.4. Closing up of holes, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.5. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 1.2.6. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- 1.2.7. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating, or installing any of the elements required to be coordinated.
- 1.2.8. Closing up of walls, partitions or furred spaces, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.9. Coordinate completion and clean up of Work of separate sections in preparation for completion and for portions of work designated for District's occupancy.
- 1.2.10. After District occupancy of Project, coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of District's activities.
- 1.2.11. Coordinate all utility company work in accordance with the Contract Documents.

1.3. FIELD ENGINEERING RESPONSIBILITIES OF THE DESIGNER/BUILDER

- 1.3.1. Designer/Builder shall employ a Land Surveyor registered in the State of California and acceptable to the District.
- 1.3.2. Control datum for survey is that established by District provided survey. Designer/Builder to locate and protect survey control and reference points.
- 1.3.3. Replace dislocated survey control points based on original survey control.
- 1.3.4. Provide field engineering services. Establish elevations, lines, and levels utilizing recognized engineering survey practices.
- 1.3.5. Upon completion of Work, submit certificate signed by the Land Surveyor, that

elevations and locations of Work are in conformance with Contract Documents. Record deviations on Record Drawings.

1.4. PRECONSTRUCTION CONFERENCE

- 1.4.1. Construction Manager or Project Engineer will schedule a conference immediately after receipt of fully executed Contract Documents prior to Project mobilization.
- 1.4.2. Mandatory Attendance: Construction Manager, Project Engineer, Inspector of Record, District, Designer/Builder, Designer/Builder's Project Manager, and Designer/Builder's Job/Project Superintendent.
- 1.4.3. Optional Attendance: District's consultants, subcontractors, and utility company representatives.
- 1.4.4. Construction Manager shall preside at conference and shall prepare and record minutes and distribute copies.
- 1.4.5. Agenda:
 - 1.4.5.1. Execution of District-Designer/Builder Agreement.
 - 1.4.5.2. Issue Notice to Proceed.
 - 1.4.5.3. Submission of executed bonds and insurance certificates.
 - 1.4.5.4. Distribution of Contract Documents.
 - 1.4.5.5. Submission of list of Subcontractors, list of Products, Schedule of Values, and Progress Schedule.
 - 1.4.5.6. Designation of responsible personnel representing the parties.
 - 1.4.5.7. Procedures for processing Construction Directives and Change Orders.
 - 1.4.5.8. Procedures for Request for Information.
 - 1.4.5.9. Procedures for testing and inspecting.
 - 1.4.5.10. Procedures for processing applications for payment.
 - 1.4.5.11. Procedures for Project closeout.
 - 1.4.5.12. Use of Premises.
 - 1.4.5.13. Work restrictions.
 - 1.4.5.14. District's occupancy requirements or options.
 - 1.4.5.15. Responsibility for temporary facilities and controls.
 - 1.4.5.16. Construction waste management and recycling.
 - 1.4.5.17. Parking availability.
 - 1.4.5.18. Office, work and storage areas.
 - 1.4.5.19. Equipment deliveries and priority.
 - 1.4.5.20. Security.
 - 1.4.5.21. Progress cleaning.

1.5. PROGRESS MEETINGS

- 1.5.1. Construction Manager shall schedule and administer meetings throughout progress of the Work at a minimum of every week.
- 1.5.2. Construction Manager or Project Engineer will make arrangements for meetings, prepare agenda, and preside at meetings and shall record minutes (Field Reports), and distribute copies.
- 1.5.3. Attendance Required: Job Superintendent, Construction Manager, Project Engineer, Project Inspector (Inspector of Record), District, Subcontractors, and suppliers as appropriate to agenda topics for each meeting.
- 1.5.4. Agenda:
 - 1.5.4.1. Review minutes of previous meetings. (Field Reports)
 - 1.5.4.2. Review of Work progress.
 - 1.5.4.3. Field observations, problems, and decisions.
 - 1.5.4.4. Identification of problems which impede planned progress.
 - 1.5.4.5. Review of submittals schedule and status of submittals.
 - 1.5.4.6. Review of off-site fabrication and delivery schedules.
 - 1.5.4.7. Maintenance of construction schedule.
 - 1.5.4.8. Corrective measures to regain projected schedules.

- 1.5.4.9. Planned progress during succeeding work period.
 - 1.5.4.10. Coordination of projected progress.
 - 1.5.4.11. Maintenance of quality and work standards.
 - 1.5.4.12. Effect of proposed changes on progress schedule and coordination.
 - 1.5.4.13. Other business relating to Work.
 - 1.5.5. District has authority to schedule meetings other than those listed, as necessary.
- 1.6. PRE-INSTALLATION CONFERENCES**
- 1.6.1. When required in individual specification section, Designer/Builder shall convene a pre-installation conference prior to commencing work of the section. Refer to individual specification section for timing requirements of conference.
 - 1.6.2. Designer/Builder shall require his/her subcontractors and suppliers directly affecting, or affected by, work of the specific section to attend.
 - 1.6.3. Notify the Construction Manager, Project Engineer, Inspector of Record, and District four (4) days in advance of meeting date.
 - 1.6.4. The pre-installation conference may coincide with a regularly scheduled progress meeting.
 - 1.6.5. Designer/Builder shall prepare agenda, preside at conference, record minutes, and distribute copies within two (2) days after conference to participants.
 - 1.6.6. The purpose of the meeting will be to review Contract Documents, conditions of installation, preparation and installation procedures, and coordination with related work and manufacturer's recommendations.
 - 1.6.7. Pre-installation Schedule: As a minimum, Work being installed under the Contract Documents technical sections will require pre-installation conferences. Designer/Builder shall review the technical specifications and add all additional requirements for pre-installation meetings contained in those sections.
- 1.7. POST CONSTRUCTION DEDICATION**
- 1.7.1. Attendance Required: Project Superintendent, Designer/Builder, Project Manager, major subcontractors, Construction Manager, Project Engineer, Inspector of Record, and District.
 - 1.7.2. Preparation prior to Dedication: Designer/Builder and appropriate subcontractors and suppliers shall:
 - 1.7.3. Assist District in operation of mechanical devices and systems.
 - 1.7.3.1. Verify operation and adjust controls for communication systems.
 - 1.7.3.2. Assist District in operation of lighting systems.

END OF DOCUMENT

CONSTRUCTION SCHEDULE - NETWORK ANALYSIS

1. GENERAL

1.1. REFERENCES

- 1.1.1. Construction Planning and Scheduling Manual - A Manual for General Designer/Builders and the Construction Industry, The Associated General Designer/Builders of America (AGC).
- 1.1.2. CSI - Construction Specifications Institute MP-2-1 Master Format.
- 1.1.3. U.S. National Weather Service - Local Climatological Data.

1.2. PERFORMANCE REQUIREMENTS

- 1.2.1. Ensure adequate scheduling during construction activities so Work may be prosecuted in an orderly and expeditious manner within stipulated Contract Time.
- 1.2.2. Ensure coordination of Designer/Builder and subcontractors at all levels.
- 1.2.3. Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of Products, materials and equipment.
- 1.2.4. Ensure on-time delivery of District furnished Products, materials and equipment.
- 1.2.5. Ensure coordination of jurisdictional reviews.
- 1.2.6. Prepare applications for payment.
- 1.2.7. Monitor progress of Work.
- 1.2.8. Prepare proper requests for changes to Contract Time.
- 1.2.9. Prepare proper requests for changes to Construction Schedule.
- 1.2.10. Assist in detection of schedule delays and identification of corrective actions.

1.3. QUALITY ASSURANCE

- 1.3.1. Perform scheduling work in accordance with Construction Planning and Scheduling Manual published by the AGC.
- 1.3.2. Maintain one copy of Construction Planning and Scheduling Manual on Site.
- 1.3.3. In the event of discrepancy between the AGC publication and the Contract Documents, provisions of the Contract Documents shall govern.

1.4. QUALIFICATIONS

1.4.1. Scheduler:

- 1.4.1.1. Designer/Builder shall retain a construction scheduler to work in enough capacity to perform all of the Designer/Builder's requirements to prepare the Construction Schedule. The Scheduler shall plan, coordinate, execute, and monitor a cost/resource loaded CPM schedule as required for Project and have a minimum of five (5) years direct experience using P6 (or other pre-approved program).
- 1.4.1.2. Scheduler will cooperate with District and shall be available on site for monitoring, maintaining and updating schedules in a timely manner.
- 1.4.1.3. District has the right to reject the Scheduler based upon a lack of experience as required by this Document or based on lack of performance and timeliness of schedule submittals/fragnets on past projects. Designer/Builder shall within seven (7) calendar days of District's rejection, propose another scheduler who meets the experience requirements stated above.
- 1.4.1.4. Designer/Builder shall within seven (7) calendar days of District's rejection, propose another scheduler who meets the experience requirements stated above.

- 1.4.2. **Administrative Personnel:** Five (5) years minimum experience in using and monitoring schedules on comparable projects.

1.5. SUBMITTALS

- 1.5.1. Submission of submittals pursuant to Document 01300. Adobe "PDF" files are not acceptable.
- 1.5.2. Submit Short Interval Schedule at each Construction Progress Meeting.
- 1.5.3. Submit Time Adjustment Schedule within five (5) days of commencement of a claimed delay.
- 1.5.4. Submit Recovery Schedules as required for timely completion of Work or when

demanded by the District.

1.5.5. Submit job cost reports when demanded by the District.

1.5.6. Submit one (1) reproducible and two (2) copies of each schedule and cost report.

1.6. REVIEW AND EVALUATION

1.6.1. Designer/Builder shall participate in joint review of Construction Schedule and Reports with District and Construction Manager.

1.6.2. Within seven (7) days of receipt of District and Construction Manager's comments provide satisfactory revision to Construction Schedule or adequate justification for activities in question.

1.6.3. In the event that an activity or element of Work is not detected by District or Construction Manager review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.

1.6.4. Acceptance by District of corrected Construction Schedule shall be a condition precedent to making any progress payments.

1.6.5. Cost-loaded values of Construction Schedule shall be basis for determining progress payments.

1.6.6. Review and acceptance by District and Construction Manager of Preliminary Work Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, manpower, cost or equipment loading stated or implied on schedules.

1.7. FORMAT

1.7.1. Prepare diagrams and supporting mathematical analyses using Precedence Diagramming Method, under concepts and methods outlined in AGC Construction Planning and Scheduling Manual.

1.7.2. **Listings:** Reading from left to right, in ascending order for each activity.

1.7.3. **Diagram Size:** 11X17.

1.7.4. **Scale and Spacing:** To allow for legible notations and revisions.

1.7.5. Illustrate order and interdependence of activities and sequence of Work.

1.7.6. Illustrate complete sequence of construction by activity.

1.7.7. Provide legend of symbols and abbreviations used.

1.8. COST AND SCHEDULE REPORTS

1.8.1. **Activity Analysis:** Tabulate each activity of network diagram and identify for each activity:

1.8.1.1. Description.

1.8.1.2. Interface with outside contractors or agencies.

1.8.1.3. Number.

1.8.1.4. Preceding and following number.

1.8.1.5. Duration.

1.8.1.6. Earliest start date, earliest finish date.

1.8.1.7. Actual start date, actual finish date.

1.8.1.8. Latest start date, latest finish date.

1.8.1.9. Total and free float.

1.8.1.10. Identification of critical path activity.

1.8.1.11. Monetary value keyed to Schedule of Values.

1.8.1.12. delete

1.8.1.13. delete

1.8.1.14. Percentage complete.

1.8.1.15. Variance positive or negative.

1.8.2. **Cost Report:** Tabulate each activity of network diagram and identify for each activity:

1.8.2.1. Description.

1.8.2.2. Number.

1.8.2.3. Total cost.

- 1.8.2.4. Percentage complete.
- 1.8.2.5. Value prior to current period.
- 1.8.2.6. Value this period.
- 1.8.2.7. Value to date.
- 1.8.3. **Required Sorts:** List activities in sorts or groups:
 - 1.8.3.1. By activity number.
 - 1.8.3.2. By amount of float time in order of early start.
 - 1.8.3.3. By responsibility in order of earliest start date.
 - 1.8.3.4. In order of latest start dates.
 - 1.8.3.5. In order of latest finish dates.
 - 1.8.3.6. Application for payment sorted by Schedule of Values.
 - 1.8.3.7. Listing of activities on critical path.

1.8.4. Listing of basic input data which generates schedule.

1.9. CONSTRUCTION SCHEDULE

- 1.9.1. Designer/Builder shall develop and submit a cost loaded preliminary schedule of construction (or Preliminary Construction Schedule) as required by this Document and the Contract Documents. It shall be submitted in computer generated network format and shall be organized by Activity Codes representing the Designer/Builder's intended sequencing of the Work, and with time scaled network diagrams of activities. The Preliminary Construction Schedule shall include activities such as mobilization, preparation of submittals, specified review periods, procurement items, fabrication items, milestones, and all detailed construction activities.
- 1.9.2. Upon District's acceptance of the Preliminary Construction Schedule, Designer/Builder shall update the accepted Preliminary Construction Schedule until Designer/Builder's Construction Schedule is fully developed and accepted. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task, all contract milestones and each milestone's completion date(s) as may be required by the District, and the date of Project Completion. Since updates to the Construction Schedule are the basis for payment to Designer/Builder, submittal and acceptance of the Construction Schedule and updates shall be a condition precedent to making of monthly payments, as indicated in the Agreement.
- 1.9.3. Failure to submit an adequate or accurate Preliminary Construction Schedule, Construction Schedule, updates thereto or failure to submit on established dates, will be considered a breach of Contract.
- 1.9.4. Failure to include any activity shall not be an excuse for completing all Work by required Completion Date.
- 1.9.5. Activities of long intervals shall be broken into increments no longer than fourteen (14) days or a value over \$20,000.00 unless approved by the District or it is non-construction activity for procurement and delivery.
- 1.9.6. The Construction Schedule shall comply with the following and include the following:
 - 1.9.6.1. Provide a written narrative describing Designer/Builder's approach to mobilization, procurement, and construction during the first thirty (30) calendar days including crew sizes, equipment and material delivery, Site access, submittals, and permits.
 - 1.9.6.2. Shall designate critical path or paths.
 - 1.9.6.3. Procurement activities to include mobilization, shop drawings and sample submittals.
 - 1.9.6.4. Identification of key and long-lead elements and realistic delivery dates.
 - 1.9.6.5. Construction activities in units of whole days limited to fourteen (14) days for each activity except non-construction, procurement and delivery.
 - 1.9.6.6. Approximate cost and duration of each activity.

- 1.9.6.7. Shall contain seasonal weather considerations.
- 1.9.6.8. Indicate a date for Project Completion that is no later than Completion Date subject to any time extensions processed as part of a Change Order.
- 1.9.6.9. Conform to mandatory dates specified in the Contract Documents.
- 1.9.6.10. Designer/Builder shall allow for inclement weather in the Proposed Baseline Schedule by incorporating an activity titled "Rain Day Impact Allowance" as the last activity prior to the Completion Milestone. No other activities may be concurrent with it. The duration of the Rain Day Impact Allowance activity will in accordance with the Special Conditions, and will be calculated from the Notice to Proceed until the Completion.
- 1.9.6.11. Level of detail shall correspond to complexity of work involved.
- 1.9.6.12. Indicate procurement activities, delivery, and installation of District furnished material and equipment.
- 1.9.6.13. Designate critical path or paths.
- 1.9.6.14. Subcontractor work at all levels shall be included in schedule.
- 1.9.6.15. As developed shall show sequence and interdependence of activities required for complete performance of Work.
- 1.9.6.16. Shall be logical and show a coordinated plan of Work.
- 1.9.6.17. Show order of activities and major points of interface, including specific dates of completion.
- 1.9.6.18. Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.
- 1.9.6.19. Shall show description, duration and float for each activity.
- 1.9.7. **Activity.** An activity shall meet the following criteria:
 - 1.9.7.1. Any portion or element of Work or action that is precisely described, readily identifiable, and is a function of a logical sequential process.
 - 1.9.7.2. Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.
 - 1.9.7.3. Responsibility shall be identified with a single performing entity.
 - 1.9.7.4. Additional codes shall identify building, floor, and CSI classification.
 - 1.9.7.5. Assigned dollar value (cost-loading) of each activity shall cumulatively equal total contract amount. Mobilization, bond and insurance costs shall be separate. General requirement costs, overhead, profit, shall be prorated throughout all activities. Activity costs shall correlate with Schedule of Values.
 - 1.9.7.6. Each activity shall have manpower-loading assigned.
 - 1.9.7.7. Major construction equipment shall be assigned to each activity.
 - 1.9.7.8. Activities labeled start, continue or completion are not allowed.
- 1.9.8. **Equipment and Materials.** For major equipment and materials show a sequence of activities including:
 - 1.9.8.1. Preparation of shop drawings and sample submissions.
 - 1.9.8.2. Review of shop drawings and samples.
 - 1.9.8.3. Finish and color selection.
 - 1.9.8.4. Fabrication and delivery.
 - 1.9.8.5. Erection or installation.
 - 1.9.8.6. Testing.
- 1.9.9. Include a minimum of fifteen (15) days prior to Completion Date for punch lists and clean up. No other activities shall be scheduled during this period.
- 1.10. **SHORT INTERVAL SCHEDULE**
 - 1.10.1. The Four-Week Rolling Schedule shall be based on the most recent District Accepted Construction Schedule or Update. It shall include weekly updates to all construction, submittal, fabrication/procurement, and separate Work Contract activities. Designer/Builder shall ensure that it accurately reflects the current progress of the

Work.

- 1.10.2. Shall be fully developed horizontal bar-chart-type schedule directly derived from Construction Schedule.
- 1.10.3. Prepare schedule on sheet of sufficient width to clearly show data.
- 1.10.4. Provide continuous heavy vertical line identifying first day of week.
- 1.10.5. Provide continuous subordinate vertical line identifying each day of week.
- 1.10.6. Identify activities by same activity number and description as Construction Schedule.
- 1.10.7. Show each activity in proper sequence.
- 1.10.8. Indicate graphically sequences necessary for related activities.
- 1.10.9. Indicate activities completed or in progress for previous two (2) week period.
- 1.10.10. Indicate activities scheduled for succeeding two (2) week period.
- 1.10.11. Further detail may be added if necessary to monitor schedule.

1.11. REQUESTED TIME ADJUSTMENT SCHEDULE

- 1.11.1. Updated Construction Schedule shall not show a Completion Date later than the Contract Time, subject to any time extensions processed as part of a Change Order.
- 1.11.2. If an extension of time is requested, a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to District and Construction Manager.
- 1.11.3. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of Work.
- 1.11.4. Extension request shall include forecast of Project Completion date and actual achievement of any dates listed in Contract Documents.
- 1.11.5. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.
- 1.11.6. Schedule shall be a time-scaled network analysis.
- 1.11.7. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.
- 1.11.8. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time and event time computation of all affected activities. Event times shall be those as shown in latest Construction Schedule.
- 1.11.9. Activity delays shall not automatically constitute an extension of Contract Time.
- 1.11.10. Failure of subcontractors shall not be justification for an extension of time.
- 1.11.11. Float is not for the exclusive use or benefit of any single party. Float time shall be apportioned according to needs of project, as determined by the District.
- 1.11.12. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned according to benefit of Project.
- 1.11.13. Extensions will be granted only to extent that time adjustments to activities exceed total positive float of the critical path and extends Completion date.
- 1.11.14. District shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these requirements are complied with.
- 1.11.15. District shall not be responsible or liable for any construction acceleration due to failure of District to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification requirements of Contract for time extension requests.
- 1.11.16. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within ten (10) days after commencement of a delay it is mutually agreed that delay does not require a Contract Time extension.

1.12. RECOVERY SCHEDULE

- 1.12.1. When activities are behind Construction Schedule a supplementary Recovery Schedule shall be submitted.
- 1.12.2. Designer/Builder shall prepare and submit to the District a Recovery Schedule at any time requested by the District, at no cost to the District.

- 1.12.3. Form and detail shall be sufficient to explain and display how activities will be rescheduled to regain compliance with Construction Schedule and to complete the Work by the Completion Date.
- 1.12.4. Maximum duration shall be one (1) month and shall coincide with payment period.
- 1.12.5. Ten (10) days prior to expiration of Recovery Schedule, Designer/Builder shall have to show verification to determine if activities have regained compliance with Construction Schedule. Based upon this verification the following will occur:
 - 1.12.5.1. Supplemental Recovery Schedule will be submitted to address subsequent payment period
 - 1.12.5.2. Construction Schedule will be resumed.

1.13. UPDATING SCHEDULES

- 1.13.1. Review and update schedule at least ten (10) days prior to submitting an Application for Payment.
- 1.13.2. Maintain schedule to record actual prosecution and progress.
- 1.13.3. Identify approved Change Orders which affect schedule as separate new activities.
- 1.13.4. Change Orders of less than \$5,000.00 value or less than three (3) days duration need not be shown unless critical path is affected.
- 1.13.5. No other revisions shall be made to schedule unless authorized by District.
- 1.13.6. **Written Narrative Report:** Designer/Builder shall include a written report to explain the Monthly Schedule Update. The narrative shall, at a minimum include the following headings with appropriate discussions of each topic:
 - 1.13.6.1. Activities or portions of activities completed during previous reporting period.
 - 1.13.6.2. Actual start dates for activities currently in progress.
 - 1.13.6.3. Deviations from critical path in days ahead or behind.
 - 1.13.6.4. List of major construction equipment used and any equipment idle.
 - 1.13.6.5. Number of personnel by craft engaged on Work during reporting period.
 - 1.13.6.6. Progress analysis describing problem areas.
 - 1.13.6.7. Current and anticipated delay factors and their impact.
 - 1.13.6.8. Proposed corrective actions and logic revisions for Recovery Schedule.
 - 1.13.6.9. Proposed modifications, additions, deletions and changes in logic of Construction Schedule.
 - 1.13.6.10. In updating the Schedule, Designer/Builder shall not modify Activity ID numbers, schedule calculation rules/criteria, or the Activity Coding Structure required.
- 1.13.7. Schedule update will form basis upon which progress payments will be made.
- 1.13.8. District will not be obligated to review or process Application for Payment until schedule and Progress Report have been submitted.

1.14. DISTRIBUTION

- 1.14.1. Following joint review and acceptance of updated schedules distribute copies to District, Construction Manager, and all other concerned parties.
- 1.14.2. Instruct recipients to promptly report in writing any problem anticipated by projections shown in schedule.

2. PRODUCTS

2.1. SCHEDULING SOFTWARE

Designer/Builder shall utilize Primavera P6 Project Management® software (latest version) by Oracle, or District-approved equivalent scheduling software to employ the Critical Path Method (CPM) in the development and maintenance of the Construction Schedule. The scheduling software shall be capable of being resource loaded with manpower, costs and materials. It shall also be capable of generating time-scaled logic diagrams, resource histograms and profiles, bar charts, layouts and reports with any and/or all activity detail.

2.2. ELECTRONIC DATA

Provide compact disk(s) that contain a back-up of the Proposed Baseline Schedule data on it. The electronic P6 files shall be saved in “.XER” type format.

END OF DOCUMENT

SUBMITTALS

1. GENERAL

1.1. SUBMITTAL PROCEDURES – USE OF PRIMAVERA OR ANOTHER PRE-APPROVED PROGRAM

- 1.1.1. **DESIGNER/BUILDER SHALL UTILIZE E-Builder**
- 1.1.2. **PROJECT MANAGEMENT® SOFTWARE (LATEST VERSION) BY ORACLE (PCM) FOR THE SUBMITTAL PROCESS. DESIGNER/BUILDER MAY ONLY USE A DIFFERENT PROGRAM/SOFTWARE WITH THE PRIOR, WRITTEN CONSENT OF THE DISTRICT AND/OR AT THE DISTRICT'S DIRECTION.**
- 1.1.3. Designer/Builder shall transmit each submittal in conformance with requirements of this Document. For each submittal, Designer/Builder shall:
 - 1.1.3.1. Sequentially number the transmittal forms. Resubmitted submittals must have the original number with an alphabetic suffix;
 - 1.1.3.2. Identify Project and District's project number, Designer/Builder, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate;
 - 1.1.3.3. Apply Designer/Builder's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Designer/Builder's stamp and signature will be returned without review.
- 1.1.4. Coordinate preparation and processing of submittals with performance of Work. Transmit each submittal sufficiently in advance of performance of Work to avoid delay.
 - 1.1.4.1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1.1.4.2. Coordinate transmittal of different types of submittals for related parts of Work so processing will not be delayed because of the need to review submittals concurrently for coordination.
 - 1.1.4.3. District reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- 1.1.5. Comply with Contract Documents for list of submittals and time requirements for scheduled performance of Work.
- 1.1.6. No extension of Contract Time will be authorized because of failure to transmit submittals to the District sufficiently in advance of the Work to permit processing.
- 1.1.7. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- 1.1.8. Provide space for review stamps.
- 1.1.9. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- 1.1.10. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- 1.1.11. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.

1.2. SHOP DRAWINGS

- 1.2.1. Do not reproduce Contract Documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the Project is not a shop drawing.
- 1.2.2. Do not use or allow others to use Shop Drawings which have been submitted and have been rejected.

1.3. PCM (OR OTHER PRE-APPROVED PROGRAM) ELECTRONIC SUBMITTAL PROCESS

- 1.3.1. **Submittal Procedure for Large Format shop drawings.**

- 1.3.1.1. Designer/Builder shall provide six (6) paper copies of the large format Shop Drawings directly to the District and the Construction Manager (CM) and Designer/Builder will upload/post an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) on PCM (or other pre-approved program).
- 1.3.1.2. Designer/Builder shall verify that the Schedule of Submittals and all submittal log(s) on PCM (or other pre-approved program) are accurate and up to date.
- 1.3.1.3. The District and Construction Manager will review and markup each Submittal and provide changes to Designer/Builder for Designer/Builder's incorporation into the Submittal.
- 1.3.1.4. This process will continue until the Designer/Builder has provided a Submittal that is acceptable to the District and the Construction Manager.
- 1.3.1.5. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Designer/Builder and the Designer/Builder will closeout that one Submittal.
- 1.3.1.6. Designer/Builder shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for scanning and posting on PCM (or other pre-approved program).

1.3.2. Product Data, Calculations and Small Format Drawings

- 1.3.2.1. Designer/Builder shall upload/post one (1) electronic copy (from manufacturer's website or pre-scanned) of the product literature, data, calculations, and/or small format shop drawings to PCM (or other pre-approved program) with a Transmittal (with a detailed description of the submittal) directly to the CM.
- 1.3.2.2. The District and Construction Manager will review and markup each Submittal and provide changes to Designer/Builder for Designer/Builder's incorporation into the Submittal.
- 1.3.2.3. This process will continue until the Designer/Builder has provided a Submittal that is acceptable to the District and the Construction Manager.
- 1.3.2.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Designer/Builder and the Designer/Builder will closeout that one Submittal.
- 1.3.2.5. Designer/Builder shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for scanning and posting on PCM (or other pre-approved program).

1.3.3. Sample Submittal Procedure – (Product / Assembly Samples)

- 1.3.3.1. Designer/Builder shall provide four (4) physical samples directly to the District and the CM and Designer/Builder will upload/post an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) on PCM (or other pre-approved program).
- 1.3.3.2. The District and Construction Manager will review and markup each Submittal and provide changes to Designer/Builder for Designer/Builder's incorporation into the Submittal.
- 1.3.3.3. This process will continue until the Designer/Builder has provided a Submittal that is acceptable to the District and the Construction Manager.
- 1.3.3.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Designer/Builder and the Designer/Builder will closeout that one Submittal.
- 1.3.3.5. Designer/Builder shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for scanning and posting on PCM (or other pre-approved program).

1.4. PRODUCT DATA

In addition to the above requirements, mark each copy to identify applicable products, models, options,

and other data. Supplement manufacturers' standard data to provide information unique to this Project.

1.5. SAMPLES

- 1.5.1. In addition to the above requirements, submit samples to illustrate functional and aesthetic characteristics of the Product in accordance with this Document, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- 1.5.2. Where specific colors or patterns are not indicated, provide materials and products specified in the full range of color, texture and pattern for selection by District. Range shall include standard stocked color/texture/pattern, standard color/texture/pattern not stocked, but available from manufacturer, and special color/ texture/pattern available from manufacturer as advertised in product data and brochures. Unless otherwise indicated in individual specification sections, District may select from any range at no additional cost to District.
- 1.5.3. Include identification on each sample, with full Project information.
- 1.5.4. Submit the number of samples that Designer/Builder requires, plus one that will be retained by Construction Manager and one by District.
- 1.5.5. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

1.6. MANUFACTURER'S INSTRUCTION

- 1.6.1. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- 1.6.2. Identify conflicts between manufacturers' instructions and Contract Documents.

1.7. MANUFACTURER'S CERTIFICATES

- 1.7.1. When specified in individual specification Sections, submit manufacturers' certificate to Construction Manager for review, in quantities specified for Product Data.
- 1.7.2. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- 1.7.3. Certificates may be recent or previous test results on material or Product, but must be acceptable to District.

1.8. MOCK-UP

- 1.8.1. Where indicated, provide mock-ups as required. Mock-ups shall be prepared per the specifications and shall accurately and reasonably represent the quality of construction the Designer/Builder will provide. If the mock-up or portions thereof do not adequately represent the quality of the work specified, the Designer/Builder shall modify it as needed.
- 1.8.2. Once completed to the District's satisfaction, the mock-up shall serve as the standard of quality for the work.
- 1.8.3. All mock-ups, at District's option, shall remain the property of the District. If not required by the District, Designer/Builder shall remove and dispose of the mock-up.
- 1.8.4. Where indicated, on-site mock-ups, if accepted, may be integrated into the Work.

1.9. DEFERRED APPROVAL REQUIREMENTS

- 1.9.1. Installation of deferred approval items shall not be started until detailed plans, specifications, and engineering calculations have been accepted and signed by the Architect or Engineer in general responsible charge of design and signed by a California registered Architect or professional engineer who has been delegated responsibility covering the work shown on a particular plan or specification and approved by the Division of the State Architect (DSA). Deferred approval items for this Project are as indicated in the Contract Documents
- 1.9.2. Deferred approval drawings and specifications become part of the approved documents for the Project when they are submitted to and approved by DSA.
- 1.9.3. Submit material using electronic submittal process as defined above.
- 1.9.4. Identify and specify all supports, fasteners, spacing, penetrations, etc., for each of the deferred approval items, including calculations for each and all fasteners.

- 1.9.5. Submit documents to District for review prior to forwarding to the DSA.
- 1.9.6. Documents shall bear the stamp and signature of the Structural, Mechanical, or Electrical Engineer licensed in California who is responsible for that work.
- 1.9.7. District and its subconsultants will review the documents only for conformance with general design concept. The Designer/Builder will then forward the Submittal to DSA for approval.
- 1.9.8. Designer/Builder shall respond to review comments made by DSA and revise and resubmit submittal to DSA for final approval.

END OF DOCUMENT

REGULATORY REQUIREMENTS

1. GENERAL

1.1. DESCRIPTION

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.2. REQUIREMENTS OF REGULATORY AGENCIES

- 1.2.1. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into the Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Designer/Builder shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Construction Manager may request, including, without limitation, applicable portions of the California Code of Regulations (C.C.R.).
- 1.2.2. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, C.C.R., and the most current version on the date the Contract is executed and as it pertains to school construction including, without limitation:
 - 1.2.2.1. Test and testing laboratory pursuant to Section 4-335 (District shall pay for the testing laboratory).
 - 1.2.2.2. All special inspections pursuant to Section 4-333(d).
 - 1.2.2.3. Designer/Builder shall submit verified reports pursuant to Section 4-336 & 4-343(c).
 - 1.2.2.4. Administration
 - 1.2.2.4.1. Duties of the Architect and Engineers shall be pursuant to Section and 4-341.
 - 1.2.2.4.2. Duties of Designer/Builder shall be pursuant Section 4-343.
 - 1.2.2.4.3. Verified Reports shall be pursuant to Section 4-336.
 - 1.2.2.5. Designer/Builder shall keep and make available a copy of Part 1 and 2 of the most current version of C.C.R., Title 24 at the Site during construction.
 - 1.2.2.6. Designer/Builder shall notify the Division of State Architect (DSA) upon the start of construction pursuant to Section 4-331.
 - 1.2.2.7. Addenda and Change Orders shall be pursuant to Section 4-338.
- 1.2.3. Items of deferred approval shall be clearly marked on the first sheet of the Designer/Builder's and/or Engineer's approved Drawings. All items later submitted for approval shall be pursuant to Title 24 requirements to the DSA.
 - 1.2.3.1. Building Standards Administrative Code, C.C.R., Title 24, Part 1..
 - 1.2.3.2. California Building Code (CBC), C.C.R., Title 24, Part 2.; (Uniform Building code volumes 1-3 and California Amendments).
 - 1.2.3.3. California Electrical Code (CEC), C.C.R., Title 24, Part 3 ; (National Electrical Code and California Amendments).
 - 1.2.3.4. California Mechanical Code (CMC), C.C.R., Title 24, Part 4 ; (Uniform Mechanical Code and California Amendments).
 - 1.2.3.5. California Plumbing Code (CPC), C.C.R., Title 24, Part 5; (Uniform Plumbing Code and California Amendments).
 - 1.2.3.6. California Fire Code (CFC), C.C.R., Title 24, Part 9; (Fire Plumbing Code and California Amendments).
 - 1.2.3.7. California Referenced Standards Code, C.C.R., Title 24, Part 12.
 - 1.2.3.8. State Fire Marshal Regulations, C.C.R., Title 19, Public Safety.
 - 1.2.3.9. Partial List of Applicable NFPA Standards:
 - 1.2.3.9.1. NFPA 13 - Automatic Sprinkler System.

- 1.2.3.9.2. NFPA 14 - Standpipes Systems.
- 1.2.3.9.3. NFPA 17A - Wet Chemical System
- 1.2.3.9.4. NFPA 24 - Private Fire Mains.
- 1.2.3.9.5. (California Amended) NFPA 72 - National Fire Alarm Codes.
- 1.2.3.9.6. NFPA 253 - Critical Radiant Flux of Floor Covering System.
- 1.2.3.9.7. FPA 2001 - Clean Agent Fire Extinguishing Systems.
- 1.2.3.10. California Division of the State Architect Interpretation of Regulations Manual.

END OF DOCUMENT

TESTING LABORATORY SERVICES

1. GENERAL

1.1. REFERENCES

- 1.1.1. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- 1.1.2. ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- 1.1.3. CBC - California Building Code.
- 1.1.4. UBC - Uniform Building Code.
- 1.1.5. Title 24, Parts 1 and 2, of the California Code of Regulations. Designer/Builder shall keep a copy of these available at the job Site for ready reference during construction
- 1.1.6. DSA - Division of the State Architect, Office of Regulation Services, Structural Safety Section. DSA shall be notified at or before the start of construction.

1.2. OBSERVATION AND SUPERVISION

- 1.2.1. The District and Construction Manager or their appointed representatives will review the Work and the Designer/Builder shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Designer/Builder and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, 24 C.C.R. §4-341.
- 1.2.2. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District("Project Inspector"), will observe the Work in accordance with 24 C.C.R. §§4-333(b) and 4-342:
- 1.2.3. Project Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. Designer/Builder shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.
 - 1.2.3.1. Project Inspector will notify District and Construction Manager and inform Designer/Builder of any observed failure of Work or material to conform to Contract Documents.
 - 1.2.3.2. The Project Inspector shall observe and monitor all testing and inspection activities required.
- 1.2.4. Designer/Builder shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to 24 C.C.R. §4-343. Designer/Builder shall supervise and direct the Work and maintain a competent superintendent on the Project who is authorized to act in all matters pertaining to the Work. The Designer/Builder shall inspect all materials, as they arrive, for compliance with the Contract Documents. Designer/Builder shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Designer/Builder shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by 24 C.C.R. §4-336.

1.3. TESTING LABORATORIES AND AGENCIES

- 1.3.1. Testing agencies and tests shall be in conformance with the Contract Documents and the requirements of 24 C.C.R. §4-335.
- 1.3.2. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer ("Soils Engineer").
- 1.3.3. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory ("Testing Laboratory" or "Laboratory"). The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.4. TESTS AND INSPECTIONS

- 1.4.1. Designer/Builder shall be responsible for notifying District and Project Inspector of all required tests and inspections. Designer/Builder shall notify District and Project Inspector forty-eight (48) hours in advance of performing any Work requiring testing or inspection.
- 1.4.2. Designer/Builder shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- 1.4.3. District will pay for first inspections and tests required by the Title 24 and other inspections or tests that District and/or Construction Manager may direct to have made, including, but not limited to, the following principal items:
 - 1.4.3.1. Tests and observations for earthwork and pavings.
 - 1.4.3.2. Tests for concrete mix designs, including tests of trial batches.
 - 1.4.3.3. Tests and inspections for structural steel work.
 - 1.4.3.4. Field tests for framing lumber moisture content.
 - 1.4.3.5. Additional tests directed by District that establish that materials and installation comply with the Contract Documents.
 - 1.4.3.6. Test and observation of welding and expansion anchors.
 - 1.4.3.7. Factory observation of components and assembly of modular prefabrication structures and buildings.
- 1.4.4. District may at its discretion, pay and back charge Designer/Builder for:
 - 1.4.4.1. Retests or reinspections, if required, and tests or inspection required due to Designer/Builder error or lack of required identifications of material.
 - 1.4.4.2. Uncovering of work in accordance with Contract Documents.
 - 1.4.4.3. Testing done on weekends, holidays, and overtime will be chargeable to Designer/Builder for the overtime portion.
 - 1.4.4.4. Testing done off site.
- 1.4.5. Testing and inspection reports and certifications:
 - 1.4.5.1. If initially received by Designer/Builder, Designer/Builder shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification: District; Construction Manager, if any; Consulting Engineer, if any; Other Engineers on the Project, as appropriate; and; Project Inspector.
 - 1.4.5.2. When the test or inspection is one required by the Title 24, a copy of the report shall also be provided to the DSA.
- 1.5. SELECTION AND PAYMENT**
 - 1.5.1. District will hire and pay for services of an independent Testing Laboratory to perform specified inspection and testing as specified by District's Testing Laboratory.
 - 1.5.2. District's hiring of Testing Laboratory shall in no way relieve Designer/Builder of its obligation to perform work in accordance with requirements of Contract Documents.
- 1.6. DISTRICT'S TESTING LABORATORY RESPONSIBILITIES**
 - 1.6.1. Test samples of mixes submitted by Inspector.
 - 1.6.2. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.
 - 1.6.3. Notify Designer/Builder of observed irregularities or non-conformance of Work or Products.
 - 1.6.4. Attend preconstruction conferences and progress meetings when requested by Designer/Builder.
- 1.7. LABORATORY REPORTS**
 - 1.7.1. After each inspection and test, District shall then submit one copy of laboratory report to Designer/Builder Reports of test results of materials and inspections found not to be in compliance with the requirements of the Contract Documents shall be forwarded immediately.
 - 1.7.2. Each Testing Laboratory shall submit a verified report covering all of the tests which were required to be made by that agency during the progress of the Project. Such report

shall be furnished each time that Work is suspended, covering the tests up to that time and at the Completion of the Project, covering all tests.

1.8. LIMITS ON TESTING LABORATORY AUTHORITY

- 1.8.1. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- 1.8.2. Laboratory may not approve or accept any portion of the Work.
- 1.8.3. Laboratory may not assume any duties of Designer/Builder
- 1.8.4. Laboratory has no authority to stop the Work.

1.9. DESIGNER/BUILDER RESPONSIBILITIES

- 1.9.1. Submit proposed items for testing as required herein and/or as further required in the Contract Documents for review in accordance with applicable specifications.
- 1.9.2. Cooperate with Laboratory personnel, and provide access to the Work and to manufacturer's facilities.
- 1.9.3. Notify Construction Manager, District, and Testing Laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
- 1.9.4. When tests or inspections cannot be performed after such notice, reimburse District for Laboratory personnel and travel expenses incurred due to the Designer/Builder's negligence.
- 1.9.5. Designer/Builder shall notify District a sufficient time in advance of the manufacture of material to be supplied by Designer/Builder pursuant to the Contract Documents, which must by terms of the Contract be tested, in order that the District may arrange for the testing of same at the source of supply.
 - 1.9.5.1. Any material shipped by the Designer/Builder from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice that such testing and inspection will not be required shall not be incorporated in the Work.
- 1.9.6. Contract and pay for services of District's Testing Laboratory to perform additional inspections, sampling and testing required when initial tests indicate Designer/Builder's work and/or materials does not comply with Contract Documents.

1.10. SCHEDULE OF INSPECTIONS AND TESTS Per DSA Approved T&I sheet

The Testing Laboratory shall perform tests and inspections for the following in conformance with the (CBC) California Building Code (International Building Code with State of California Amendments), California Code of Regulations, Title 24, Part 2:

- Structural Tests and Special Inspections (Chapter 17A)
 - Special Inspections (§ 1704A)
- Soils and Foundations (Chapter 18A)
 - Geotechnical Investigations (§ 1803A)
- Concrete (Chapter 19A)
 - Specifications for Tests and Materials (§)
 - Concrete Quality, Mixing and Placing (§)
 - Concrete Reinforcement and Anchor Testing Inspection (§ 1916A)
- Masonry (Chapter 21A)
 - Masonry Construction Materials (§ 2103A)
 - Masonry Quality (§ 2103A)
 - Quality Assurance (§ 2105A)
- Structural Steel (Chapter 22A)
 - Structural Steel (§ 2205A)
 - Identification & Protection of Steel for Structural Purposes (§ 2203A)
 - Inspection and Tests of Structural Steel (§ 2212A)
- Wood (Chapter 23)
 - Minimum Standards and Quality (§ 2303)
 - Wood Construction (§ 1704A.6)

- Exterior Walls (Chapter 14)
 - Masonry Units (§ 1404.4)
 - Masonry Construction Materials (§ 2103A)
 - Exterior Insulation and Finish Systems (§ 1408)
- Roof Assemblies and Roofing Structures (Chapter 15)
 - Materials (§ 1506)
- Aluminum (Chapter 20)
 - Materials (§ 2002.1)
 - Inspection (§ 2003.1)

1.10.1. Plumbing

Testing as specified in Division 15 including, but not limited to: Sterilization, soil waste and vent, water piping, source of water, gas piping, downspouts and storm drains.

1.10.2. Automatic Fire Sprinklers (where applicable)

Testing as specified in Division 15 shall include, but not be limited to: hydrostatic pressure.

1.10.3. Heating, Ventilating and Air Conditioning:

Testing as specified in Division 15 shall include, but not be limited to: Ductwork tests, cooling tower tests, boiler tests, controls testing, piping tests, water and air systems, and test and balance of heating and air conditioning systems.

1.10.4. Electrical

Testing as specified in Division 16, including, but not limited to: Equipment testing, all electrical system operations, grounding system and checking insulation after cable is pulled.

1.11. PROJECT INSPECTOR'S ACCESS TO SITE

- 1.11.1. A Project Inspector employed by the District in accordance with the requirement of State of California Code of Regulations, Title 24, Part 1 will be assigned to the Work. Project Inspector's duties are specifically defined in 24. C.C.R. §4-342, and as indicated in the Agreement.
- 1.11.2. District and Construction Manager shall at all times have access for the purpose of inspection to all parts of the Work and to the shops wherein the Work is in preparation, and Designer/Builder shall at all times maintain proper facilities and provide safe access for such inspection.
- 1.11.3. The Work in all stages of progress shall be subject to the personal continuous observation of the Inspector. Inspector shall have free access to any or all parts of the Work at any time. Designer/Builder shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep Inspector fully informed respecting the progress and manner of the Work and the character of the materials. Inspection of the Work shall not relieve the Designer/Builder from any obligation set forth in the Contract Documents.
- 1.11.4. The Inspector is not authorized to change, revoke, alter, enlarge or decrease in any way any requirement of the Contract Documents, drawings, specifications or subsequent change orders.
- 1.11.5. Whenever there is insufficient evidence of compliance with any of the provisions of Title 24 or evidence that any material or construction does not conform to the requirements of Title 24, the Division of the State Architect may require tests as proof of compliance. Test methods shall be as specified herein or by other recognized and accepted test methods determined by the Division of the State Architect. All tests shall be performed by a testing laboratory accepted by the Division of the State Architect.

END OF DOCUMENT

TEMPORARY FACILITIES AND CONTROLS

1. GENERAL

1.1. TEMPORARY UTILITIES

1.1.1. Electric Power and Lighting

- 1.1.1.1. Designer/Builder will furnish and pay for power during the course of the work to the extent power is not in the building(s) or on the Site. Designer/Builder shall be responsible for providing temporary facilities required on the Site to point of intended use.
- 1.1.1.2. Designer/Builder shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.
- 1.1.1.3. Designer/Builder shall be responsible for maintaining existing lighting levels in the Project vicinity should temporary outages or service interruptions occur.

1.1.2. Heat and Ventilation

- 1.1.2.1. Designer/Builder shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.
- 1.1.2.2. Designer/Builder shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, and gases.
- 1.1.2.3. Designer/Builder shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

1.1.3. Water

- 1.1.3.1. District will furnish and pay for water during the course of the work.
- 1.1.3.2. Designer/Builder shall make potable water available for human consumption.

1.1.4. Sanitary Facilities

- 1.1.4.1. Designer/Builder shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Project Inspector or Designer/Builder completes all Work.
- 1.1.4.2. Use of toilet facilities in the Work shall not be permitted except by consent of the Project Inspector and District.

1.1.5. Telephone Service

- 1.1.5.1. Designer/Builder shall arrange with local telephone service company for telephone service for the performance of the Work. Designer/Builder shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.
- 1.1.5.2. Designer/Builder shall pay the costs for telephone and fax lines installation, maintenance, service, and removal; for Construction Site Office, Construction Manager's Office and Inspector's Office.

1.1.6. Fire Protection:

- 1.1.6.1. Designer/Builder shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
- 1.1.6.2. Where on-site welding and burning of steel is unavoidable, Designer/Builder

shall provide protection for adjacent surfaces.

1.1.7. Trash Removal:

Designer/Builder shall provide trash removal on a timely basis from all Site Offices and the Site.

1.1.8. Temporary Facilities:

1.1.8.1. Unless otherwise indicated in the Special Conditions, Designer/Builder shall provide the following facilities, trailers, offices, furniture and services:

1.1.8.1.1. one (1) 12X60 office trailer with two (2) offices for two (2) Construction Managers;

1.1.8.1.2. one (1) 12X20 Project Inspector's Trailer/Office; and

1.1.8.1.3. Basic furniture: chair, desks plan table, conference room table and chairs.

1.2. CONSTRUCTION AIDS

1.2.1. Plant and Equipment:

1.2.1.1. Designer/Builder shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.

1.2.1.2. Designer/Builder shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Designer/Builder at no expense to the District.

1.2.2. No District tools or equipment shall be used by Designer/Builder for the performance of the Work.

1.3. BARRIERS AND ENCLOSURES

1.3.1. Designer/Builder shall obtain District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

1.3.2. Designer/Builder shall provide a six (6) foot high, chain link perimeter fence with posts and fabric screen as a temporary barrier around construction area. Designer/Builder shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises. Designer/Builder shall remove temporary fence, barriers and enclosure upon Completion of the Work.

1.3.3. Designer/Builder shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

1.4. SECURITY

Designer/Builder shall secure all construction equipment, machinery and vehicles, park and store only within fenced area, and render inoperable during non-work hours. Designer/Builder is responsible for insuring that no construction materials, tools, equipment, machinery or vehicles can be used for unauthorized entry or other damage or interference to activities and security of existing facilities adjacent to and in the vicinity of the Project Site.

1.5. TEMPORARY CONTROLS

1.5.1. Noise Control

1.5.1.1. Designer/Builder acknowledges that adjacent facilities may remain in operation during all or a portion of the Work, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

1.5.1.2. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to District a minimum of forty-eight (48) hours in advance of their performance.

1.5.2. Noise and Vibration

- 1.5.2.1. Equipment and impact tools shall have intake and exhaust mufflers.
- 1.5.2.2. Designer/Builder shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

1.5.3. Dust and Dirt

- 1.5.3.1. Designer/Builder shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
- 1.5.3.2. Designer/Builder shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- 1.5.3.3. Designer/Builder shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- 1.5.3.4. Designer/Builder shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

1.5.4. Water

Designer/Builder shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Designer/Builder shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

1.5.5. Pollution

- 1.5.5.1. No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
- 1.5.5.2. Designer/Builder shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

1.5.6. Lighting

If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.6. PUBLICITY RELEASES

Designer/Builder shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

END OF DOCUMENT

SITE STANDARDS

1. GENERAL

1.1. REQUIREMENTS OF THE DISTRICT

1.1.1. Drug-Free Schools and Safety Requirements:

1.1.1.1. No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, Designer/Builder-owned vehicles or vehicles owned by others while on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

1.1.1.2. Designer/Builder shall post: "Non-Smoking Area" in a highly visible location on Site. Designer/Builder may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.

1.1.1.3. Designer/Builder shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Designer/Builder shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

1.1.2. **Language:** Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

1.1.3. Disturbing the Peace (Noise and Lighting):

1.1.3.1. Designer/Builder shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

1.1.3.2. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.

1.1.3.3. If portable lights are used after dark, the lights must be located so as not to direct light into neighboring properties.

1.1.4. Traffic:

1.1.4.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

1.1.4.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance.

1.1.4.3. District shall designate a construction entry to the Site. If Designer/Builder requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Designer/Builder's expense.

1.1.4.4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

1.1.4.5. All of the above shall be observed and complied with by the Designer/Builder and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF DOCUMENT

TEMPORARY TREE AND PLANT PROTECTION

WHERE SUBSTANTIAL TREE PROTECTION WILL BE REQUIRED ON THE SITE, OBTAIN AN ARBORIST TO REVIEW THIS DOCUMENT PRIOR TO CONSTRUCTION.

1. GENERAL

1.1. SUMMARY

This Document includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.

1.2. DEFINITIONS

Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.3. SUBMITTALS

- 1.3.1. Product Data: For each type of product indicated.
- 1.3.2. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- 1.3.3. Qualification Data: For tree service firm and arborist.
- 1.3.4. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- 1.3.5. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

1.4. QUALITY ASSURANCE

- 1.4.1. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.
- 1.4.2. Arborist Qualifications: An arborist certified by ISA (International Society of Arboriculture) or licensed in the jurisdiction where Project is located.
- 1.4.3. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
 - 1.4.3.1. Before tree protection and trimming operations begin, meet with District to review tree protection and trimming procedures and responsibilities.

2. PRODUCTS

2.1. MATERIALS

- 2.1.1. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch (63-mm) sieve and not more than 10 percent passing a 3/4-inch (19-mm) sieve.
- 2.1.2. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch (25 mm) in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
 - 2.1.2.1. Obtain topsoil only from well-drained sites where topsoil is 4 inches (100 mm) deep or more; do not obtain from bogs or marshes.
- 2.1.3. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.
- 2.1.4. Chain-Link Fence: Metallic-coated steel chain-link fence fabric of 0.120-inch- (3-mm-) diameter wire; a minimum of 48 inches (1200 mm) high; with 1.9-inch- (48-mm-) diameter line posts; 2-3/8-inch- (60-mm-) diameter terminal and corner posts; 1-5/8-inch- (41-mm-) diameter top rail; and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

- 2.1.5. Select mulch as recommended by arborist or landscape architect.
- 2.1.6. Organic Mulch: Use shredded hardwood, ground or shredded bark, or wood and bark chips, all free of deleterious materials.

3. EXECUTION

3.1. PREPARATION

- 3.1.1. Temporary Fencing: Install temporary fencing around tree protection zones to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.
- 3.1.2. Install chain-link fence according to ASTM F 567 and manufacturer's written instructions.
- 3.1.3. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- 3.1.4. Mulch areas inside tree protection zones and other areas indicated.
 - 3.1.4.1. Select mulch as recommended by arborist or landscape architect.
 - 3.1.4.2. Apply 2-inch (50-mm) to 3-inch (75-mm) average thickness of organic mulch. Do not place mulch within 6 inches (150 mm)] of tree trunks.
- 3.1.5. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.
- 3.1.6. Maintain tree protection zones free of weeds and trash.
- 3.1.7. Do not allow fires within tree protection zones.

3.2. EXCAVATION

- 3.2.1. Install shoring or other protective support systems to minimize sloping or benching of excavations where construction or utility excavation is near trees to be protected.
- 3.2.2. Do not excavate within tree protection zones, unless otherwise indicated.
- 3.2.3. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.
 - 3.2.3.1. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
- 3.2.4. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.
 - 3.2.4.1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3. REGRADING

- 3.3.1. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond tree protection zones. Maintain existing grades within tree protection zones.
- 3.3.2. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist, unless otherwise indicated.
 - 3.3.2.1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.
- 3.3.3. Minor Fill: Where existing grade is 6 inches (150 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

- 3.3.4. Moderate Fill: Where existing grade is more than 6 inches (150 mm) but less than 12 inches (300 mm) below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:
 - 3.3.4.1. Carefully place drainage fill against tree trunk approximately 2 inches (50 mm) above elevation of finish grade and extend not less than 18 inches (450 mm) from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches (150 mm) below elevation of grade.
 - 3.3.4.2. Place filter fabric with edges overlapping 6 inches (150 mm) minimum.
 - 3.3.4.3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.

3.4. TREE PRUNING

- 3.4.1. Prune trees to remain that are affected by temporary and permanent construction.
- 3.4.2. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
- 3.4.3. Pruning Standards: Prune trees according to ANSI A300 (Part 1), as recommended by arborist report.
- 3.4.4. Adjust pruning requirements per arborist's recommendations.
- 3.4.5. Cut branches with sharp pruning instruments; do not break or chop.
- 3.4.6. Modify below to specific project requirements.
- 3.4.7. Chip removed tree branches and dispose of or spread over areas identified by District.

3.5. TREE REPAIR AND REPLACEMENT

- 3.5.1. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
- 3.5.2. Remove and replace trees indicated to remain that die or are damaged during construction operations or that are incapable of restoring to normal growth pattern.
 - 3.5.2.1. Provide new trees of 6-inch (150-mm) caliper size and of a when damaged trees more than 6 inches (150 mm) in caliper size, measured 12 inches (300 mm) above grade, are required to be replaced. Plant and maintain new trees as specified in Contract Documents.
- 3.5.3. Where recommended by arborist report, aerate surface soil, compacted during construction, 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch (50-mm) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.

3.6. DISPOSAL OF WASTE MATERIALS

- 3.6.1. Burning is not permitted.
- 3.6.2. Disposal: Remove excess excavated material and displaced trees from Site.

END OF DOCUMENT

STORM WATER POLLUTION PREVENTION PLAN – CONSTRUCTION

IN ORDER TO ENROLL IN THE CONSTRUCTION STORM WATER PERMIT AND BEFORE CONSTRUCTION ACTIVITIES BEGIN, THE DISTRICT WILL FILE CERTAIN SUBMITTALS REFERRED TO AS PERMIT REGISTRATION DOCUMENTS (PRDS) WITH THE REGIONAL WATER QUALITY CONTROL BOARD.

IF THE DESIGNER/BUILDER SHALL BE RESPONSIBLE FOR PREPARING SOME OR ALL OF THE PRDS, DESIGNER/BUILDER SHALL FOLLOW THE REQUIREMENTS HEREIN, OR SHALL PROVIDE A WRITING FROM ITS CIVIL ENGINEER FOR EACH SITE THAT THE PROJECT IS NOT SUBJECT TO THE STATE WATER RESOURCES CONTROL BOARD'S CONSTRUCTION GENERAL PERMIT (CGP) AND THAT THE PROJECT IS NOT A "CONSTRUCTION ACTIVITY" PURSUANT TO THE CGP.

1. GENERAL

The Clean Water Act and Porter Cologne Water Quality Act prohibit the discharge of any water containing pollutants from certain construction sites unless a National Pollutant Discharge Elimination System permit is first obtained and followed. The National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction Storm Water Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the California State Water Resources Control Board (State Water Board) authorizes the discharge of storm water and certain non-storm water from construction sites if certain conditions and measures are taken. The District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit.

2. SUBMITTALS

2.1. GENERAL

All submittals shall be made in a form conducive for the District to electronically upload the approved submittals to the Storm water Multi-Application Reporting and Tracking System (SMARTS).

2.2. RISK ASSESSMENT

- 2.2.1. Concurrent with the Schedule of Submittals as indicated in the Agreement, Designer/Builder shall prepare and submit a proposed "Risk Assessment" as set forth in the Construction Storm Water Permit.
- 2.2.2. The District's Qualified SWPPP Designer/Builder ("QSD") will review the Designer/Builder's proposed Risk Assessment for compliance with the Construction Storm Water Permit. If changes to the proposed Risk Assessment are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder
- 2.2.3. Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised Risk Assessment to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the Risk Assessment and provide the Contract with a copy within seven (7) days of receipt of the revised Risk Assessment.

2.3. SITE MAPS

- 2.3.1. Concurrent with the Schedule of Submittals as indicated in the Agreement, Designer/Builder shall prepare and submit proposed "Site Maps" as described in Attachment B of the Construction Storm Water Permit.
- 2.3.2. The District's QSD will review the Designer/Builder's proposed Site Maps for compliance with the Construction Storm Water Permit. If changes to the proposed Site Maps are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder
- 2.3.3. Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised Site Maps to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the Site Maps and provide the Contract with a copy within seven (7) days of receipt of the revised SWPPP.

2.4. SWPPP

- 2.4.1. Concurrent with the Schedule of Submittals as indicated in the Agreement, Designer/Builder shall prepare and submit to the District a proposed SWPPP for the Work.
- 2.4.2. The District's Qualified SWPPP Designer/Builder ("QSD") will review the Designer/Builder's proposed SWPPP for compliance with the Construction Storm Water Permit. If changes to the proposed SWPPP are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder
- 2.4.3. Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised SWPPP to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the SWPPP and provide the Contract with a copy within seven (7) days of receipt of the revised SWPPP.

2.5. RAIN EVENT ACTION PLAN (REAP)

- 2.5.1. If Designer/Builder determines that Site is a Risk Level 1, concurrent with the Schedule of Submittals as indicated in the Agreement, Designer/Builder shall prepare and submit to the District a proposed REAP for the Work.
- 2.5.2. The District's QSD will review the Designer/Builder's proposed REAP for compliance with the Construction Storm Water Permit. If changes to the proposed REAP are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder
- 2.5.3. Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised REAP to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the REAP and provide the Contract with a copy within seven (7) days of receipt of the revised REAP.

2.6. ACTIVE TREATMENT SYSTEM (ATS)

- 2.6.1. If Designer/Builder determines that Site requires an ATS under the Construction Storm Water Permit, concurrent with the Schedule of Submittals as indicated in the Agreement, Designer/Builder shall prepare and submit to the District a proposed ATS for the Work.
- 2.6.2. The District's QSD will review the Designer/Builder's proposed ATS for compliance with the Construction Storm Water Permit. If changes to the proposed ATS are required to comply with the Construction Storm Water Permit, the District QSD will identify such changes to the Designer/Builder
- 2.6.3. Designer/Builder shall make the changes specified by the District's QSD and shall submit the revised ATS to the District within seven (7) days of receipt of the changes identified by the District's QSD. If the changes had been acceptably made, the District's QSD will approve the ATS and provide the Contract with a copy within seven (7) days of receipt of the revised ATS.

2.7. RECORDS

All electronic and hardcopy records required by the Construction Storm Water Permit shall be submitted to the District within seven (7) days of Completion of the Project.

3. PERMIT REGISTRATION DOCUMENTS

Prior to any activities on Site that disturb the Site's surface, the Permit Registration Documents (PRDs) required by the Construction Storm Water Permit must be filed with the Regional Water Quality Control Board. The District shall file the PRDs with the Regional Water Quality Control Board to activate coverage under the Construction Storm Water Permit.

4. IMPLEMENTATION REQUIREMENTS

- 4.1. Designer/Builder shall not conduct any activities that may affect the Site's construction runoff water quality until the District provides Designer/Builder with the Waste Discharger Identification Number (WDID) assigned to this Project by the State Water Board.
- 4.2. Designer/Builder shall keep a copy of the approved SWPPP at the job site. The SWPPP shall be

made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the District for response.

- 4.3. Designer/Builder shall designate in writing to the District a Qualified SWPPP Practitioner (QSP) who shall be responsible for implementing the SWPPP, REAP (if applicable), ATS (if applicable), conducting non-storm water and storm water visual observations, and for ensuring that all best management practices (BMPs) required by the SWPPP and General Permit are properly implemented and maintained.
- 4.4. All measures required by the SWPPP shall be implemented concurrent with the commencement of construction. Pollution practices and devices shall be followed or installed as early in the construction schedule as possible with frequent upgrading of devices as construction progresses.
- 4.5. Designer/Builder shall ensure that all measures are properly maintained and repaired to protect the water quality of discharges.

5. INSPECTION, SAMPLING, ANALYSIS, AND RECORD KEEPING REQUIREMENTS

The Designer/Builder's QSP shall conduct all required visual observations, sampling, analysis, reporting, and record keeping required by the SWPPP and the Construction Storm Water Permit.

6. REPORTING REQUIREMENTS

Designer/Builder shall prepare and provide all the reports, which include, but are not limited to the Annual Report and any NEL Violation Reports or NAL Exceedance Reports, all of which are required by the SWPPP and the Construction Storm Water Permit.

7. ANNUAL REPORT

By August 1 of each year (defined as July 1 to June 30) that had at least one continuous three (3) month period coverage under the General Permit, Designer/Builder shall complete and submit to the District an Annual Report, as required by the General Permit. If the Project is complete prior to August 1, Designer/Builder shall submit the report prior to acceptance of the Project.

8. COMPLETION OF WORK

- 8.1. Clean-up shall be performed as each portion of the work progresses. All refuse, excess material, and possible pollutants shall be disposed of in a legal manner off-site and all temporary and permanent SWPPP devices shall be in place and maintained in good condition.
- 8.2. At Completion of Work, Designer/Builder shall inspect installed SWPPP devices, and present the currently implemented SWPPP with all backup records to the District.

9. NOTICE OF TERMINATION (NOT)

A Notice of Termination (NOT) must be submitted by the Designer/Builder to the District for electronic submittal by the Legally Responsible Person via SMARTS to terminate coverage under the General Permit. The NOT must include a final Site Map and representative photographs of the Project site that demonstrate final stabilization has been achieved. The NOT shall be submitted to the District on or before the Designer/Builder submits its final application for payment. If the Regional Water Board rejects the NOT for any reason, the Designer/Builder shall revise the NOT as many times as necessary to get the Regional Water Board's approval. The Regional Water Board will consider a construction site complete when the conditions of the General Permit, Section II.D have been met.

10. QUALITY ASSURANCE

- 10.1. Before performing any of the obligations indicated herein, the Designer/Builder's QSP shall meet the training and certification requirements in the Construction Storm Water Permit.
- 10.2. Designer/Builder shall perform the Work in strict compliance with the approved SWPPP, REAP, ATS, and the Construction Storm Water Permit.
- 10.3. Designer/Builder shall conduct at least a one-hour training session on the requirements of the SWPPP for each employee before an employee conducts any construction on the Site. Designer/Builder shall maintain documentation of this employee training at the site for review by the District or any regulatory agency.

11. PERFORMANCE REQUIREMENTS

- 11.1. The Storm Water Pollution Prevention Plan is a minimum requirement. Revisions and modifications to the SWPPP are acceptable only if they maintain levels of protection equal to or greater than originally specified.

- 11.2. Read and be thoroughly familiar with all of the requirements of the SWPPP.
- 11.3. Inspect and monitor all work and storage areas for compliance with the SWPPP prior to any anticipated rain.
- 11.4. Complete any and all corrective measures as may be directed by the regulatory agency.
- 11.5. **Penalties:** Designer/Builder shall pay any fees and any penalties that may be imposed by the regulatory agency for non-compliance with SWPPP during the course of Work.
- 11.6. **Costs:** Designer/Builder to pay all costs associated with the implementation of the requirements of the SWPPP in order to maintain compliance with the Permit. This includes installation of all Housekeeping BMPs, General Site and Material Management BMPs, Inspection requirements, maintenance requirements, and all other requirements specified in the SWPPP.

12. MATERIALS

All temporary and permanent storm water pollution prevention facilities, equipment, and materials as required by or as necessary to comply with the SWPPP as described in the BMP Handbook.

END OF DOCUMENT

MATERIALS AND EQUIPMENT

1. GENERAL

1.1. MATERIAL AND EQUIPMENT

- 1.1.1. Only items approved by the District and/or Construction Manager shall be used.
- 1.1.2. Designer/Builder shall submit lists of Products and other Product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.2. MATERIAL AND EQUIPMENT COLORS

- 1.2.1. The Designer/Builder shall comply with all schedule(s) of colors provided by the District and/or Construction Manager.
- 1.2.2. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- 1.2.3. Designer/Builder shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.3. DELIVERY, STORAGE, AND HANDLING

- 1.3.1. Designer/Builder shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- 1.3.2. Designer/Builder shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- 1.3.3. Designer/Builder shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.
- 1.3.4. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- 1.3.5. Designer/Builder shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Designer/Builder shall protect material and equipment furnished pursuant to the Contract Documents.
- 1.3.6. Designer/Builder may store materials on Site with prior written approval by the District, all material shall remain under Designer/Builder's control and Designer/Builder shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Designer/Builder shall provide for off-site storage at no cost to District.
- 1.3.7. When any room in Project is used as a shop or storeroom, the Designer/Builder shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

2. PRODUCTS

2.1. MANUFACTURERS

- 2.1.1. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- 2.1.2. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.2. FACILITIES AND EQUIPMENT

Designer/Builder shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work.

2.3. MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to “standard specifications” and if requested by District, Designer/Builder shall submit for review data on actual material proposed to be incorporated into Work, listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

3. EXECUTION

3.1. WORKMANSHIP

- 3.1.1. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- 3.1.2. Work shall be executed by tradespersons skilled in their respective field of work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.2. COORDINATION

- 3.2.1. Designer/Builder shall coordinate installation of materials and equipment so as to not interfere with installation of other work. Adjustment or rework because of Designer/Builder’s failure to coordinate will be at no additional cost to District.
- 3.2.2. Designer/Builder shall examine in-place materials and equipment for readiness, completeness, fitness to be concealed or to receive Work , and compliance with Contract Documents. Concealing or covering work constitutes acceptance of additional cost which will result should in-place materials and equipment be found unsuitable for receiving other work or otherwise deviating from the requirements of the Contract Documents.

3.3. COMPLETENESS

Designer/Builder shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and in accordance with Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as “installed complete,” “operable condition,” “for use intended,” “connected to all utilities,” “terminate with proper cap,” “adequately anchored,” “patch and refinish,” “to match similar,” should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.4. APPROVED INSTALLER OR APPLICATOR

Designer/Builder shall ensure that all installations are only performed by a manufacturer’s approved installer or applicator.

3.5. MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of manufacturer’s representative, Designer/Builder shall analyze differences, make recommendations to the District and the Construction Manager in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Construction Manager.

END OF DOCUMENT

DELIVERY, STORAGE AND HANDLING

1. GENERAL

1.1. PRODUCTS

- 1.1.1. Products are as defined in the Agreement.
- 1.1.2. Designer/Builder shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- 1.1.3. Designer/Builder shall provide interchangeable components of the same manufacturer, for similar components.

1.2. TRANSPORTATION AND HANDLING

- 1.2.1. Designer/Builder shall transport and handle Products in accordance with manufacturer's instructions.
- 1.2.2. Designer/Builder shall promptly inspect shipments to confirm that Products comply with Contract requirements, are of correct quantity, and are undamaged.
- 1.2.3. Designer/Builder shall provide equipment and personnel to properly handle Products to prevent soiling, disfigurement, or damage.

1.3. STORAGE AND PROTECTION

- 1.3.1. Designer/Builder shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Designer/Builder shall store sensitive Products in weather-tight, climate controlled enclosures.
- 1.3.2. Designer/Builder shall place fabricated Products that are stored outside, on above-ground sloped supports.
- 1.3.3. Designer/Builder shall provide off-site storage and protection for Products when Site does not permit on-site storage or protection.
- 1.3.4. Designer/Builder shall cover Products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- 1.3.5. Designer/Builder shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- 1.3.6. Designer/Builder shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- 1.3.7. Designer/Builder shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

END OF DOCUMENT

CONTRACT CLOSEOUT AND FINAL CLEANING

1. GENERAL

1.1. CLOSEOUT PROCEDURES

Designer/Builder shall comply with all closeout provisions as indicated in the Agreement.

1.2. FINAL CLEANING

- 1.2.1. Designer/Builder shall execute final cleaning prior to final inspection.
- 1.2.2. Delete
- 1.2.3. Designer/Builder shall clean equipment and fixtures to a sanitary condition.
- 1.2.4. Delete
- 1.2.5. Designer/Builder shall clean debris from roofs, gutters, down spouts, and drainage systems.
- 1.2.6. Designer/Builder shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- 1.2.7. Designer/Builder shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.3. ADJUSTING

Designer/Builder shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.4. RECORD DOCUMENTS AND SHOP DRAWINGS

Designer/Builder shall legibly mark each item to record actual construction, including:

- 1.4.1. Measured depths of foundation in relation to finish floor datum.
- 1.4.2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
- 1.4.3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
- 1.4.4. Field changes of dimension and detail.
- 1.4.5. Details not on original Contract Drawings
- 1.4.6. Changes made by modification(s).
- 1.4.7. References to related Shop Drawings and modifications.
- 1.4.8. Designer/Builder will provide one set of Record Drawings to District.
- 1.4.9. Designer/Builder shall submit all required documents to District and/or Construction Manager prior to or with its final Application for Payment.

1.5. INSTRUCTION OF DISTRICT PERSONNEL

- 1.5.1. Before final inspection, at agreed upon times, Designer/Builder shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- 1.5.2. For equipment requiring seasonal operation, Designer/Builder shall perform instructions for other seasons within six (6) months.
- 1.5.3. Designer/Builder shall use operation and maintenance manuals as basis for instruction. Designer/Builder shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- 1.5.4. Designer/Builder shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- 1.5.5. Designer/Builder shall use operation and maintenance manuals as basis for instruction. Designer/Builder shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.6. SPARE PARTS AND MAINTENANCE MATERIALS

- 1.6.1. Designer/Builder shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.
- 1.6.2. Designer/Builder shall provide District all required Operation and Maintenance Data.

END OF DOCUMENT

FIELD ENGINEERING

1. GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. Designer/Builder shall provide and pay for field engineering services by a California-registered engineer, required for the Project, including, without limitations:
 - 1.1.1.1. Survey work required in execution of the Project.
 - 1.1.1.2. Civil or other professional engineering services specified, or required to execute Designer/Builder's construction methods.

1.2. QUALIFICATIONS OF SURVEYOR OR ENGINEERS

Designer/Builder shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.3. SURVEY REFERENCE POINTS

- 1.3.1. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.
- 1.3.2. Designer/Builder shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Designer/Builder shall:
 - 1.3.2.1. Make no changes or relocation without prior written notice to District and Construction Manager.
 - 1.3.2.2. Report to District and Construction Manager when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 1.3.2.3. Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.4. RECORDS

Designer/Builder shall maintain a complete, accurate log of all control and survey work as it progresses.

1.5. SUBMITTALS

- 1.5.1. Designer/Builder shall submit name and address of Surveyor and Professional Engineer to District and Construction Manager prior to its/their work on the Project.
- 1.5.2. On request of District and Construction Manager, Designer/Builder shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- 1.5.3. Designer/Builder shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

2. EXECUTION

2.1. COMPLIANCE WITH LAWS

Designer/Builder is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

2.2. NONCONFORMING WORK

Designer/Builder is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

CUTTING AND PATCHING

1. GENERAL

1.1. CUTTING AND PATCHING

- 1.1.1. Designer/Builder shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - 1.1.1.1. Make several parts fit together properly.
 - 1.1.1.2. Uncover portions of Work to provide for installation of ill-timed Work.
 - 1.1.1.3. Remove and replace defective Work.
 - 1.1.1.4. Remove and replace Work not conforming to requirements of Contract Documents.
 - 1.1.1.5. Remove Samples of installed Work as specified for testing.
 - 1.1.1.6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 1.1.1.7. Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- 1.1.2. In addition to Contract requirements, upon written instructions from District, Designer/Builder shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
- 1.1.3. Designer/Builder shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.
- 1.1.4. Designer/Builder shall not cut and patch operating elements and safety related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1.1.4.1. Primary operational systems and equipment.
 - 1.1.4.2. Air or smoke barriers.
 - 1.1.4.3. Fire-suppression systems.
 - 1.1.4.4. Mechanical systems piping and ducts.
 - 1.1.4.5. Control systems.
 - 1.1.4.6. Communication systems.
 - 1.1.4.7. Conveying systems.
 - 1.1.4.8. Electrical wiring systems.
- 1.1.5. Designer/Builder shall not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing capacity to perform as intended, or that results in increased maintenance or decreased operational life of safety. Miscellaneous elements include the following:
 - 1.1.5.1. Water, moisture or vapor barriers.
 - 1.1.5.2. Membranes and flashings.
 - 1.1.5.3. Exterior curtain-wall construction.
 - 1.1.5.4. Equipment supports.
 - 1.1.5.5. Piping, ductwork, vessels and equipment.
 - 1.1.5.6. Noise and vibration control elements and systems.
 - 1.1.5.7. Shoring, bracing and sheeting.

1.2. SUBMITTALS

- 1.2.1. Designer/Builder shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration (Request) at least ten (10) days prior to any cutting or alterations that may affect the structural safety of Project, or work of others, including the following:
 - 1.2.1.1. The work of the District or other trades.
 - 1.2.1.2. Structural value or integrity of any element of Project.

- 1.2.1.3. Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
- 1.2.1.4. Efficiency, operational life, maintenance or safety of operational elements.
- 1.2.1.5. Visual qualities of sight-exposed elements.
- 1.2.2. Contractor's Request shall also include:
 - 1.2.2.1. Identification of Project.
 - 1.2.2.2. Description of affected Work.
 - 1.2.2.3. Necessity for cutting, alteration, or excavations.
 - 1.2.2.4. Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
 - 1.2.2.5. Description of proposed Work:
 - 1.2.2.5.1. Scope of cutting, patching, alteration, or excavation.
 - 1.2.2.5.2. Trades that will execute Work.
 - 1.2.2.5.3. Products proposed to be used.
 - 1.2.2.5.4. Extent of refinishing to be done.
 - 1.2.2.6. Alternates to cutting and patching.
 - 1.2.2.7. Cost proposal, when applicable.
 - 1.2.2.8. The scheduled date the Designer/Builder intends to perform the Work and the duration of time to complete the Work.
 - 1.2.2.9. Written permission of other trades whose Work will be affected.
- 1.3. QUALITY ASSURANCE**
 - 1.3.1. Designer/Builder shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
 - 1.3.2. Designer/Builder shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.
- 1.4. PAYMENT FOR COSTS**
 - 1.4.1. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Project Inspector(s), Engineers, and Agents, will be paid by Designer/Builder and/or deducted from the Contract by the District.
 - 1.4.2. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the Agreement. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Designer/Builder shall provide written cost proposals prior to proceeding with cutting and patching.
- 2. PRODUCTS**
 - 2.1. MATERIALS**
 - 2.1.1. Designer/Builder shall provide for replacement and restoration of Work removed. Designer/Builder shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Designer/Builder shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
 - 2.1.2. Materials to be cut and patched include those damaged by the performance of the Work.
- 3. EXECUTION**
 - 3.1. INSPECTION**

- 3.1.1. Designer/Builder shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Designer/Builder shall inspect conditions affecting installation of new products.
- 3.1.2. Designer/Builder shall report unsatisfactory or questionable conditions in writing to District as indicated in the Agreement and shall proceed with Work as indicated in the Agreement.

3.2. PREPARATION

- 3.2.1. Designer/Builder shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- 3.2.2. Designer/Builder shall provide devices and methods to protect other portions of Project from damage.
- 3.2.3. Designer/Builder shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Designer/Builder shall keep excavations free from water.

3.3. ERECTION, INSTALLATION AND APPLICATION

- 3.3.1. With respect to performance, Designer/Builder shall:
 - 3.3.1.1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - 3.3.1.2. Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
 - 3.3.1.3. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
 - 3.3.1.4. Designer/Builder shall employ original installer or fabricator to perform cutting and patching for:
 - 3.3.1.5. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - 3.3.1.6. Sight-exposed finished surfaces.
- 3.3.2. Designer/Builder shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- 3.3.3. Designer/Builder shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Designer/Builder shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Designer/Builder shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- 3.3.4. Designer/Builder shall restore Work which has been cut or removed. Designer/Builder shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- 3.3.5. Designer/Builder shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

DEMOLITION WASTE MANAGEMENT

1. GENERAL

1.1. DEFINITIONS

- 1.1.1. **Construction and Demolition Waste:** Building and site improvement materials and waste materials resulting from construction and demolition or selective demolition operations.
- 1.1.2. **Disposal:** Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- 1.1.3. **Recycle:** Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- 1.1.4. **Salvage:** Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- 1.1.5. **Salvage and Reuse:** Recovery of demolition or construction waste and subsequent incorporation into the Work.
- 1.1.6. **Waste Management Coordinator:** Designer/Builder's designated representative responsible for preparation and execution of demolition waste management plan.

1.2. PERFORMANCE GOALS

- 1.2.1. **General:** Develop waste management plan that results in end-of-Project rates for salvage/recycling of seventy-five percent (75%) by weight of total waste generated by the Work.
- 1.2.2. **Salvage/Recycle Goals:** Salvage and recycle as much nonhazardous construction and demolition waste as possible. District has established a minimum goal of seventy-five percent (75%) by weight of total waste generated by the Work for the following materials:
 - Demolition Soils Waste:
 - Green Materials: Trees, stumps, trimmings, and land clearing debris.
 - Asphaltic concrete paving.
 - Concrete.
 - Decorative masonry and rocks.
 - Concrete reinforcing steel.
 - Brick.
 - Concrete masonry units.
 - Wood studs, joists, and sheathing.
 - Plywood and oriented strand board.
 - Wood paneling and wood trim.
 - Interior casework.
 - Structural and miscellaneous steel.
 - Rough hardware.
 - Roofing.
 - Insulation.
 - Windows, doors, and frames.
 - Door hardware.
 - Windows.
 - Glazing.
 - Metal: Ferrous and non-ferrous.
 - Gypsum board.
 - Acoustical tile and panels.
 - Carpet.
 - Carpet pad.

- Demountable partitions.
- Equipment:
 - Cabinets.
 - Plumbing fixtures and piping.
 - Supports and hangers.
 - Valves.
 - Fire sprinklers.
 - Mechanical equipment.
 - Refrigerants.
 - Electrical conduit.
 - Copper wiring.
 - Lighting fixtures, lamps and ballasts.
 - Electrical devices.
 - Switchgear and panel boards.
 - Historical items for Archive Project.

1.3. SUBMITTALS

- 1.3.1. **Waste Management Plan:** Submit five (5) copies of plan concurrent with the Schedule of Submittals as indicated in the Agreement.
- 1.3.2. **Waste Reduction Progress Reports:** Concurrent with each Application for Payment, submit five (5) copies of reports. Include separate reports for demolition and construction waste. Include the following information:
 - 1.3.2.1. Material category;
 - 1.3.2.2. Generation point of waste;
 - 1.3.2.3. Total quantity of waste in tons;
 - 1.3.2.4. Quantity of waste salvaged, both estimated and actual in tons;
 - 1.3.2.5. Quantity of waste recycled, both estimated and actual in tons;
 - 1.3.2.6. Total quantity of waste recovered (salvaged plus recycled) in tons; and
 - 1.3.2.7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- 1.3.3. **Forms:** Prepare waste reduction progress reports.
- 1.3.4. **Waste Reduction Calculations:** Before Completion, submit five (5) copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work. Designer/Builder may request information from District to assist in preparing these calculations.
- 1.3.5. **Records of Donations:** Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- 1.3.6. **Records of Sales:** Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- 1.3.7. **Recycling and Processing Facility Records:** Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- 1.3.8. **Landfill and Incinerator Disposal Records:** Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- 1.3.9. **Qualification Data:** For Designer/Builder's Waste Management Coordinator.
- 1.3.10. **Statement of Refrigerant Recovery:** Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- 1.3.11. **Hazardous Materials Abatement:** Coordinate with other applicable Specifications for the removal of hazardous components of materials to be recycled.

1.4. QUALITY ASSURANCE

- 1.4.1. **Waste Management Coordinator:** Submit qualifications for District’s approval.
- 1.4.2. **Regulatory Requirements:** Comply with hauling and disposal regulations of authorities having jurisdiction.
- 1.4.3. **Waste Management Conference:** Conduct conference at Project site to comply with requirements in Division 1 Section 01039 – Coordination and Meetings. Review methods and procedures related to waste management including, but not limited to, the following:
 - 1.4.3.1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator;
 - 1.4.3.2. Review requirements for documenting quantities of each type of waste and its disposition;
 - 1.4.3.3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays;
 - 1.4.3.4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities; and
 - 1.4.3.5. Review waste management requirements for each trade.
- 1.4.4. **Quality of Recycled Material for Re-Use On Site:** Coordinate with testing requirements under the appropriate sections.

1.5. WASTE MANAGEMENT PLAN

- 1.5.1. **General:** Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for different types of demolition waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- 1.5.2. **Waste Identification:** Indicate anticipated types and quantities of demolition and site-clearing waste generated by the Work in accordance with the District as defined below. Include estimated quantities and assumptions for estimates.
 - 1.5.2.1. Fully contained, segregated hazardous materials disposal.
 - 1.5.2.1.1. Class I Hazardous Materials Landfill
 - 1.5.2.2. Reuse of building materials or salvageable items.
 - 1.5.2.2.1. Wood trim, interior casework, historical items (Archive Project).
 - 1.5.2.2.2. Windows, doors, hardware.
 - 1.5.2.2.3. Equipment.
 - 1.5.2.3. Source separation of recyclable materials.
 - 1.5.2.3.1. Asphalt.
 - 1.5.2.3.2. Concrete, concrete block, decorative masonry, and rocks.
 - 1.5.2.3.3. Green Materials: Trees, stumps, trimmings, and land-clearing debris.
 - 1.5.2.3.4. Metal: Ferrous and non-ferrous.
 - 1.5.2.3.5. Brick.
 - 1.5.2.3.6. Soil.
 - 1.5.2.3.7. Wood: Flooring, sheathing, structural lumber, finish lumber.
 - 1.5.2.3.8. Gypsum board.
 - 1.5.2.4. On-site crushing of asphalt and concrete for use on or off-site.
 - 1.5.2.5. Mixed debris recycling facilities.
 - 1.5.2.5.1. For materials which cannot be feasibly separated.
 - 1.5.2.5.2. Ship to mixed materials recycling facility.
 - 1.5.2.6. Waste disposal to landfill.
 - 1.5.2.6.1. For all remaining materials which cannot be recycled, reused, separated, or mixed.
 - 1.5.2.6.1.1. Ceiling tiles.
 - 1.5.2.6.1.2. Carpet.
 - 1.5.2.6.1.3. Plaster, stucco.

1.5.2.6.1.4. Mixed demolition debris.

- 1.5.3. **Waste Reduction Work Plan:** List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1.5.3.1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 1.5.3.2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 1.5.3.3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 1.5.3.4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 1.5.3.5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 1.5.3.6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
- 1.5.4. **Cost/Revenue Analysis:** Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
 - 1.5.4.1. Total quantity of waste.
 - 1.5.4.2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 - 1.5.4.3. Total cost of disposal (with no waste management).
 - 1.5.4.4. Revenue from salvaged materials.
 - 1.5.4.5. Revenue from recycled materials.
 - 1.5.4.6. Savings in hauling and tipping fees by donating materials.
 - 1.5.4.7. Savings in hauling and tipping fees that are avoided.
 - 1.5.4.8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 - 1.5.4.9. Net additional cost or net savings from waste management plan.
- 1.5.5. **Forms:** Prepare waste management plan.

2. **PRODUCTS**

Not Used

3. **EXECUTION**

3.1. **PLAN IMPLEMENTATION**

- 3.1.1. **General:** Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- 3.1.2. **Waste Management Coordinator:** Waste management coordinator shall work with representative of the District for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site for duration of project.
- 3.1.3. **Training:** Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 3.1.3.1. Distribute waste management plan to everyone concerned within 3 days of submittal return.

- 3.1.3.2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- 3.1.4. **Site Access and Temporary Controls:** Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 3.1.4.1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 3.1.4.2. Comply with Division 1 Section 01500 - Temporary Facilities and Controls, for controlling dust and dirt, environmental protection, and noise control.
- 3.1.5. **Weighing and Documentation:** Separate and weigh all items to be recycled or salvaged.
 - 3.1.5.1. Weight shall be measured by the ton or fraction thereof.
 - 3.1.5.2. Measurement of weight shall be by a properly calibrated scale bearing a current seal of the appropriate weights and measures representation.
 - 3.1.5.3. Measured weights shall be recorded along with all other required documentation.
- 3.2. DISPOSITION OF SALVAGED MATERIALS AND ITEMS**
 - 3.2.1. Salvaged Materials for Reuse in the Work:
 - 3.2.1.1. Clean or wash salvaged items.
 - 3.2.1.2. Crush and stock pile material for re-use on-site or transport off site.
 - 3.2.1.3. Stockpile materials in an area which is safe from standing water or erosion.
 - 3.2.1.4. Protect stockpiles until ready for re-use.
 - 3.2.1.5. Re-install salvaged materials to comply with installation requirements for new materials.
 - 3.2.2. Salvaged Items are not permitted to be sold on Project site.
 - 3.2.3. Salvaged Items shall be removed from project site for disposition at an appropriate salvage supply yard.
 - 3.2.4. Salvaged Items for District's Use: None.
- 3.3. RECYCLING DEMOLITION WASTE, GENERAL**
 - 3.3.1. **General:** Recycle paper and beverage containers used by on-site workers.
 - 3.3.2. **Waste Recycling Receivers and Processors:** Licensed entity normally engaged in the business of receiving, recycling, and processing waste materials with a minimum of 5 years of documented experience with the types of waste products to be processed under the provisions of this section.
 - 3.3.3. **Recycling Incentives:** Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by District and Designer/Builder
 - 3.3.4. **Procedures:** Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 3.3.4.1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - 3.3.4.2. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 3.3.4.3. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3.3.4.4. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 3.3.4.5. Store components off the ground and protect from the weather.
 - 3.3.4.6. Remove recyclable waste off District's property and transport to recycling receiver or processor.

3.4. RECYCLING DEMOLITION WASTE

- 3.4.1. **Bituminous Concrete Paving:** Break up and transport paving to asphalt-recycling facility, or process on-site.
- 3.4.2. **Concrete Reinforcement:** Remove reinforcement and other metals from concrete and sort with other metals.
- 3.4.3. **Concrete:** Break up and transport to concrete-recycling facility or process on site.
- 3.4.4. **Concrete:** Crush concrete and screen to comply with requirements in Division 2 Section 02300 - Earthwork: Re-use as fill at contractor's option.
- 3.4.5. **Masonry Reinforcement:** Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
- 3.4.6. **Masonry:** Crush masonry and screen to comply with requirements in Division 2 Section 02300 - Earthwork for use as satisfactory soil for fill.
- 3.4.7. **Wood Materials:** Separate lumber, engineered wood products, panel products, and treated wood materials. Dispose of as salvage or recycle for filler or mulch at an appropriate facility.
- 3.4.8. **Metals:** Separate metals by type.
 - 3.4.8.1. **Structural Steel and Other Metals:** Separate members according to size, type of member, and length.
 - 3.4.8.2. Recycle bolts, nuts, washers, and other rough hardware.
 - 3.4.8.3. **Non-Ferrous Metals:** Separate by type.
- 3.4.9. **Asphalt Shingle Roofing:** Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- 3.4.10. **Gypsum Board:** Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- 3.4.11. **Acoustical Ceiling Panels and Tile:** Stack large clean pieces on wood pallets and store in a dry location.
- 3.4.12. **Acoustical Ceiling Suspension Systems:** Separate suspension system, trim, and other metals from panels and tile and sort with other metals.
- 3.4.13. **Carpet and Pad:** Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
- 3.4.14. **Equipment: Drain tanks, piping, and fixtures:** Seal openings with caps or plugs. Protect equipment from exposure to weather. Sort and recycle by types of metal.
- 3.4.15. **Plumbing Fixtures:** Separate and recycle.
- 3.4.16. **Piping:** Reduce piping to straight lengths and arrange by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- 3.4.17. **Lighting Fixtures:** Remove lamps and separate fixtures by type and protect from breakage and weather.
- 3.4.18. **Electrical Devices:** Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
- 3.4.19. **Conduit:** Reduce conduit to straight lengths and store by type and size.
- 3.4.20. **Green Materials:** Separate out roots, stumps, trunks, shrubs, mulch, and other green matter and transport off-site for appropriate processing.

3.5. DISPOSAL OF WASTE

- 3.5.1. **General:** Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
- 3.5.2. Do not allow waste materials that are to be disposed of accumulate on-site. Remove and transport debris in a manner that will prevent spillage on or off site.
- 3.5.3. **Burning:** Do not burn and waste materials on-site.
- 3.5.4. **Disposal:** Transport waste materials off site and legally dispose of them.

END OF DOCUMENT

OPERATION AND MAINTENANCE DATA

1. GENERAL

1.1. QUALITY ASSURANCE

Designer/Builder shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.2. FORMAT

- 1.2.1. Designer/Builder shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- 1.2.2. Binders: Designer/Builder shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Designer/Builder shall correlate data into related consistent groupings.
- 1.2.3. Cover: Designer/Builder shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- 1.2.4. Designer/Builder shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- 1.2.5. Designer/Builder shall provide tabbed fly leaf for each separate Product and system, with typed description of Product and major component parts of equipment.
- 1.2.6. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- 1.2.7. Drawings: Designer/Builder shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.3. CONTENTS, EACH VOLUME

- 1.3.1. Table of Contents: Designer/Builder shall provide title of Project; names, addresses, and telephone numbers of any engineers, subconsultants, Subcontractor(s), and Designer/Builder with name of responsible parties; and schedule of Products and systems, indexed to content of the volume.
- 1.3.2. For Each Product or System: Designer/Builder shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- 1.3.3. Product Data: Designer/Builder shall mark each sheet to clearly identify specific Products and component parts, and data applicable to installation. Delete inapplicable information.
- 1.3.4. Drawings: Designer/Builder shall supplement Product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Designer/Builder shall not use Project Record Documents as maintenance drawings.
- 1.3.5. Text: The Designer/Builder shall include any and all information as required to supplement Product data. Designer/Builder shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.4. MANUAL FOR MATERIALS AND FINISHES

- 1.4.1. Building Products, Applied Materials, and Finishes: Designer/Builder shall include Product data, with catalog number, size, composition, and color and texture designations. Designer/Builder shall provide information for re-ordering custom manufactured Products.
- 1.4.2. Instructions for Care and Maintenance: Designer/Builder shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- 1.4.3. Moisture Protection and Weather Exposed Products: Designer/Builder shall include Product data listing applicable reference standards, chemical composition, and details of installation. Designer/Builder shall provide recommendations for inspections, maintenance, and repair.
- 1.4.4. Additional Requirements: Designer/Builder shall include all additional requirements as specified in the Specifications.

1.4.5. Designer/Builder shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.5. MANUAL FOR EQUIPMENT AND SYSTEMS

- 1.5.1. Each Item of Equipment and Each System: Designer/Builder shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Designer/Builder shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- 1.5.2. Panelboard Circuit Directories: Designer/Builder shall provide electrical service characteristics, controls, and communications.
- 1.5.3. Designer/Builder shall include color coded wiring diagrams as installed.
- 1.5.4. Operating Procedures: Designer/Builder shall include start-up, break-in, and routine normal operating instructions and sequences. Designer/Builder shall include regulation, control, stopping, shut-down, and emergency instructions. Designer/Builder shall include summer, winter, and any special operating instructions.
- 1.5.5. Maintenance Requirements: Designer/Builder shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- 1.5.6. Designer/Builder shall provide servicing and lubrication schedule, and list of lubricants required.
- 1.5.7. Designer/Builder shall include manufacturer's printed operation and maintenance instructions.
- 1.5.8. Designer/Builder shall include sequence of operation by controls manufacturer.
- 1.5.9. Designer/Builder shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- 1.5.10. Designer/Builder shall provide control diagrams by controls manufacturer as installed.
- 1.5.11. Designer/Builder shall provide Designer/Builder's coordination drawings, with color coded piping diagrams as installed.
- 1.5.12. Designer/Builder shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- 1.5.13. Designer/Builder shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- 1.5.14. Additional Requirements: Designer/Builder shall include all additional requirements as specified in Specification(s).
- 1.5.15. Designer/Builder shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.6. SUBMITTAL

- 1.6.1. Concurrent with the Schedule of Submittals as indicated in the Agreement, Designer/Builder shall submit to the District for review two (2) copies of a preliminary draft of proposed formats and outlines of the contents of the Manual.
- 1.6.2. For equipment, or component parts of equipment put into service during construction and to be operated by District, Designer/Builder shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.
- 1.6.3. On or before the Designer/Builder submits its final application for payment, Designer/Builder shall submit two (2) copies of a complete Manual in final form. The District will provide comments to Designer/Builder and Designer/Builder must revise the content of the Manual as required by District prior to District's approval of Designer/Builder's final Application for Payment.
- 1.6.4. Designer/Builder must submit two (2) copies of revised Manual in final form within ten (10) days after receiving District's comments. Failure to do so will be a basis for the District withholding funds sufficient to protect itself for Designer/Builder's failure to provide a final Manual to the District.

END OF DOCUMENT

WARRANTIES

1. GENERAL

1.1. FORMAT

- 1.1.1. Binders: Designer/Builder shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- 1.1.2. Cover: Designer/Builder shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- 1.1.3. Table of Contents: Designer/Builder shall provide title of Project; name, address, and telephone number of Designer/Builder and equipment supplier, and name of responsible principal. Designer/Builder shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the Product or work item is specified.
- 1.1.4. Designer/Builder shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Designer/Builder shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.2. PREPARATION

- 1.2.1. Designer/Builder shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Designer/Builder shall leave date of beginning of time of warranty until the date of completion is determined.
- 1.2.2. Designer/Builder shall verify that warranties are in proper form, contain full information, and are notarized, when required.
- 1.2.3. Designer/Builder shall co-execute submittals when required.
- 1.2.4. Designer/Builder shall retain warranties until time specified for submittal.

1.3. TIME OF SUBMITTALS

- 1.3.1. For equipment or component parts of equipment put into service during construction with District's permission, Designer/Builder shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- 1.3.2. On or before the Designer/Builder submits its final application for payment, Designer/Builder shall submit all warranties and related documents in final form. The District will provide comments to Designer/Builder and Designer/Builder must revise the content of the warranties as required by District prior to District's approval of Designer/Builder's final Application for Payment.
- 1.3.3. For items of Work that are not completed until after the date of Completion, Designer/Builder shall provide an updated warranty for those item(s) of Work within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

END OF DOCUMENT

RECORD DOCUMENTS

1. RECORD DRAWINGS

1.1. GENERAL

- 1.1.1. "Record Drawings" may also be referred to in the Contract as "As-Built Drawings."
- 1.1.2. As indicated in the Contract Documents, District will provide Designer/Builder with one set of reproducible plans of the original Contract Drawings.
- 1.1.3. Designer/Builder shall maintain at each Project Site one (1) set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Designer/Builder shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Designer/Builder shall submit reproducible vellums at the conclusion of the Project following review of the blueline prints.
- 1.1.4. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- 1.1.5. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Designer/Builder
- 1.1.6. Locations and changes shall be done by Designer/Builder in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

1.2. RECORD DRAWING INFORMATION

- 1.2.1. Designer/Builder shall record the following information:
 - 1.2.1.1. Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
 - 1.2.1.2. Actual numbering of each electrical circuit.
 - 1.2.1.3. Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
 - 1.2.1.4. Locations of all items, not necessarily concealed, which vary from the Contract Documents.
 - 1.2.1.5. Installed location of all cathodic protection anodes.
 - 1.2.1.6. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
 - 1.2.1.7. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
 - 1.2.1.8. Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.
- 1.2.2. In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.
- 1.2.3. Designer/Builder shall provide additional drawings as necessary for clarification.
- 1.2.4. Designer/Builder shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

2. RECORD SPECIFICATIONS

Designer/Builder shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

3. MAINTENANCE OF RECORD DOCUMENTS

- 3.1. Designer/Builder shall store Record Documents apart from documents used for construction as follows:
 - 3.1.1. Provide files and racks for storage of Record Documents.
 - 3.1.2. Maintain Record Documents in a clean, dry, legible condition and in good order.
- 3.2. Designer/Builder shall not use Record Documents for construction purposes.

END OF DOCUMENT

COMMISSIONING

4. GENERAL

4.1. SUMMARY

- 4.1.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract Documents.
- 4.1.2. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.
- 4.1.3. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner.
- 4.1.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

4.2. DESCRIPTION

- 4.2.1. **Designer/Builder Startup:** Sub-phase of Designer/Builder's work ending with Acceptance of Work, during which Designer/Builder performs a pre-planned program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.
 - 4.2.1.1. The District, Construction Manager and the Inspector shall be present to observe, inspect and identify deficiencies in building systems operations.
- 4.2.2. The completion of startup means the entire Construction Project including startup and fine tuning has been performed to the requirements of the Contract Documents and is verified in writing by the District and Construction Manager.
- 4.2.3. **Fine Tuning:** Fine tuning is the responsibility of Designer/Builders after District occupancy and ending one (1) year after District occupancy. During this time the Designer/Builder is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.
 - 4.2.3.1. Includes a period after occupancy where systems are optimized under "live" operating conditions and all construction deficiencies are corrected.
 - 4.2.3.2. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

4.3. DEFINITION OF TERMS

- 4.3.1. **Contractor's Pre-Commissioning Checklists:** Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.
- 4.3.2. **Installation Verification Process:** Includes the on-site inspection and review of related system components for conformance to Contract Documents. The Designer/Builder shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the Inspector for future resolution.
- 4.3.3. **Functional Performance Testing Process:** Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Designer/Builder certifies that systems are 100% complete and ready for functional testing. The Designer/Builder will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.
- 4.3.4. **Deficiencies and Resolutions List:** Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the Construction Manager and Inspector. Deficiencies are defined as those issues where products execution or performance does not satisfy the Project Contract Documents and/or the design intent.

4.4. COMMISSIONING SCHEDULE

- 4.4.1. Provide schedules for Designer/Builder Start-Up work.
- 4.4.2. Incorporate in overall construction schedule.

- 4.4.3. Contractor's activities, which will be performed as specified under Fine Tuning, shall be completed within one (1) year from date of occupancy by the District.

4.5. SUBMITTALS

- 4.5.1. Submit Draft and Final Designer/Builder Start-up Forms as described in this Document. Submit Draft Report for Construction Manager's review and comment prior to Final Submission. Submit Final Report not later than twenty weeks before scheduled date of Acceptance of Work.
- 4.5.2. Prepare and submit one copy of report form to be used in preparation of reports for:
 - 4.5.2.1. deleted
 - 4.5.2.2. deleted
 - 4.5.2.3. deleted
 - 4.5.2.4. deleted
 - 4.5.2.5. deleted
 - 4.5.2.6. Each Electrical system specified in Division 16.
- 4.5.3. Each System Report shall be submitted including the following:
 - 4.5.3.1. Project Name
 - 4.5.3.2. Name of System
 - 4.5.3.3. Index of report's content
 - 4.5.3.4. Adjacent to list of equipment, columns to indicate status of equipment operation, to date and to sign off equipment start-up.
 - 4.5.3.5. Space to record equipment and operational problems which cannot be corrected with scheduled Designer/Builder Start-Up program and which may delay Acceptance of Work.
 - 4.5.3.6. Manufacturer's equipment start-up reports.
 - 4.5.3.7. Systems' testing, balancing, and adjusting reports.
 - 4.5.3.8. Equipment Report Forms shall include the following: Project name, name of equipment, starting and testing procedures to be performed and observations and test results to be recorded.

4.6. COMMISSIONING DUTIES AND RESPONSIBILITIES

- 4.6.1. Designer/Builder Duties and Responsibilities:
 - 4.6.1.1. Assure the participation and cooperation of Subcontractors and Suppliers under their jurisdictions as required to complete the commissioning process.
 - 4.6.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.
 - 4.6.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of system readiness for performance testing is required.
 - 4.6.1.4. Provide qualified representatives for the functional performance commissioning process.
 - 4.6.1.5. Assure that all subcontractors, suppliers, test and balance, controls, etc. include in their respective contracts cost necessary to participate in and complete the commissioning process.
- 4.6.2. **Duties and Responsibilities of Others for Commissioning:** The commissioning process requires the active participation of the Construction Manager, District, and any other related consultants on the project.

4.7. SYSTEM FAILURES

After a second failure of a system to successfully meet the criteria as set for in the functional performance testing process, the Designer/Builder shall reimburse the District for cost associated with any additional retesting required due to uncorrected deficiencies. Costs shall include salary, benefits, overhead, travel costs and per diem lodging costs if applicable.

END OF DOCUMENT

School Site Test Calendar



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

2012 – 2013 School Calendar

JULY 2012						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST 2012						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 2012						
S	M	T	W	T	F	S
						1
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23	24	25	26	27	28	29
30						

- In celebration of Independence Day (Schools/offices closed) July 4
- ◇ District Day (No school for students) August 22
- ◇ Professional Development Day (No school for students) August 23
- ◇ Teacher Planning Day (No school for students) August 24
- ★ First Day of School for Students August 27
- Labor Day (Schools/offices closed) September 3

OCTOBER 2012						
S	M	T	W	T	F	S
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28	29	30	31			

NOVEMBER 2012						
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DECEMBER 2012						
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23	24	25	26	27	28	29
30	31					

- ◇ Professional Development Day (No school for students) October 12
- Veterans' Day (Schools/offices closed) November 12
- ◆ Thanksgiving Recess (Schools closed) November 19–21
- Thanksgiving Day Holidays (Schools/offices closed) November 22–23
- ◆ Winter Recess (Schools closed) Dec. 24–Jan. 4
- Offices closed Dec. 24, 25, 31, Jan. 1
Child Development Centers and offices closed Dec. 24–Jan. 1

JANUARY 2013						
S	M	T	W	T	F	S
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27	28	29	30	31		

FEBRUARY 2013						
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24	25	26	27	28		

MARCH 2013						
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24	25	26	27	28	29	30
31						

- New Year's Day Holiday (Schools/offices closed) January 1
- Martin L. King, Jr. Day (Schools/offices closed) January 21
- ◇ Professional Development Day (No school for students) February 1
- Presidents' Day Holiday (Schools/offices closed) February 18
- ◆ Spring Recess (Schools closed) March 25–29

APRIL 2013						
S	M	T	W	T	F	S
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28	29	30				

MAY 2013						
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25	26	27	28	29	30	31

JUNE 2013						
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23	24	25	26	27	28	29
30						

- César Chávez Day (Schools/offices closed) April 1
- In Lieu of Lincoln's Day Holiday (Schools/offices closed) May 24
- Memorial Day Holiday (Schools/offices closed) May 27
- ★ Last Day of School for Students June 13
- ◇ Teacher Planning Day June 14

Report Card Periods (Ending Dates)
Individual student progress reports are sent to parents within one week of the following dates:

Elementary Schools	First December 7
	Second March 8
	Third June 13
Secondary Schools, Fall Semester	First October 11
	Second November 30
	Third January 25
Secondary Schools, Spring Semester	First March 8
	Second April 26
	Third June 13

Key Dates:
End of First Semester: January 25, 2013
Beginning of Second Semester: January 28, 2013

Note: Child Development Centers are open 12 months a year. The testing calendar is available in September.

Local, Small Local and Small Local Resident Business Enterprise Program – Summary and Lists

The Parties agree that Designer/Builder shall be in compliance with the District's Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBEP) by complying with the following to meet a Fifty Percent (50%) local participation requirement:

- A.** Maximum of Ten Percent (10%) of all work performed as part of the Contract Price shall be performed by Local Business(es) as defined in the L/SL/SLRBEP.
- B.** Minimum of Forty Percent (40%) of all work performed as part of the Contract Price shall be performed by Small Local Business(es) as defined in the L/SL/SLRBEP.
 - 1. Of this percentage, a minimum of Ten Percent (10%) of all work performed as part of the Contract Price shall be performed by Small Local Resident Business(es) as defined in the L/SL/SLRBEP.

The following list is the City of Oakland's current List of Local Businesses, and Small Local Businesses and the District's Small Local Resident Businesses from which Designer/Builder shall subcontractor for this work. The Parties agree that it will utilize the most recent lists as Designer/Builder is preparing pricing for each Notice to Proceed.



Certified Small, Local Residential Firms

Company Name	Contact	Address	Zip	Phone	Fax	Email	Certification No.	Notes
360 Total Concept	Shonda Scott	555 12th Street, Ste 1900	94607	510-760-9244		shonda@360tcpr.com	1004	
A Squared Ventures, Inc.	Lorena Arroyo	1970 Broadway	94612	510-986-1100	510-986-1117	amckinney@a2ventures.com	1005	
ADCO dba SUDA	Alan Dones	1210 Excelsior Avenue	94610	510-482-7020	510-482-7012	alan@alandoncs.com		PENDING
Allied Painters, Inc.	John Silva	3425 Ettie Street	94608	510-658-4315	510-658-4044			PENDING
AMG Construction	Doug Blacksher	8908 Thermal Street	94605	(510) 562-8638	(510) 562-4339	dougblacksher@amgconstruction.com dougblacksher@aol.com		PENDING
Byrens Kim Design Works	David Byrens	361 - 17th Street	94612	(510) 452-3224	(510) 452-2744	dave@byrenskim.com	1013	
C. Rogers Plumbing	Charles Rogers	8802 Seneca Street	94605	510-382-0909	510-568-9480	charlesrogers0550@sbcglobal.net	1003	
CJC Trucking	Cris Williams	3803 Broadway, Ste 2	94611	(510) 601-5359	510-601-5332	cjctrucking@sbcglobal.net		PENDING
Colland Jang Architecture	Colland Jang	211 - 10th Street, Suite 328	94607	(510) 839-2820	(510) 839-7828		1012	
Comack Plumbing	John Cottrell	825 8th Avenue	94606	(510) 834-9544	(510) 834-0240	ccomackplumbing@sbcglobal.net	1024	
EJK Construction	Jasmin Karajic	2425 E. 21st Street Apt. 1	94601	510-534-5512	510-534-5512		1009	
Focon Inc.	Michael Seals	610 16th Street, Suite 501	94612	(510) 465-6319	(510) 465-6356	mseals@foconinc.com	1026	
Greenleaf Solar Solutions dba Eclipse Electric	Nedir Bey	2628 San Pablo Avenue	94612	510-472-0379	510-451-7745	nedirbey@yahoo.com	1027	
Gruendl, Inc. dba Ray's Electric	Anthony Pagano	606 East 11th Street	94606	(510) 251-6175	510-451-2713		1006	
Gyroscope Inc.	Maeryta Medrand	283 4th Street Suite 201	94607	510-986-0111	510-986-0222	maeryta@gyroscopinc.com tasha@gyroscopinc.com	1030	
Ingraham Associates	Nellie Ingraham	1629 Telegraph Avenue, Suite 300	94612	510-834-1629	836-1629		INELIGIBLE	Status changed from SLEB to LBE
Keller Mitchell	Jacque Keller	302- 4th Street	94607	(510) 451-9987	(510) 452-9987	jacque@kellermitchell.com	1029	
Kifle Construction	Kesete Kifle	2925 Martin L. King Jr. Way	94609	510-472-0577	510-451-1686	kifleconstruction@att.net	1010	
Lineation Markings Corporation	Greg Gruendl	606 East 11th Street	94606	510 251-6177			1008	
Marshall Plumbing	Gayle Frazier	3915 Randolph Avenue	94602	(510) 482-1501	510-336-0572		1023	
Masterpiece Painting	Terry Johnson	3542 Fruitvale Avenue # 120	94602	(510) 531-5494	(510) 547-2234	mppainting1@yahoo.com		PENDING
PGAdesign	Chris Patillo	444 17th Street	94612			pattillo@PGAdesign.com	1027	
Polk Communications, Inc	Karen Allen	1626 Martin Luther King Jr. Way	94612	(510) 835-1445	510-834-4625	jpolti@polkcomm.com		PENDING
Premium Roofing & Waterproofing, Inc.	Alan Kreager	2630 - 76th Avenue	94605	(510) 774-7083	510-636-1273	alkreager@yahoo.com	1014	
SMW Associates	Stan Wu						1025	
Sterling Environmental Corporation	Natalie O'Brien	10203 E Street	94603	510-638-2800	510-638-2804	wink@sterlingenv.com		PENDING
Summerhill Electric	Louis Hill	5230 East 12th St.	94605	(510) 536-1685	(510) 534-7167	summerhillelectricinc@yahoo.com	1001	
Tileworks, Inc.	Tim Rigney	1095 55th Street	94608	510 658-8453	510 658-8456			PENDING
Turner Group Construction	Len Turner	1625 Filbert Street	94607	(510) 835-0400	(510) 835-0444	lturner1@earthlink.net	1002	
UWA Electric Co.	Samuel Oghogho	2737 Seminary Avenue	94605	(510) 562-4266	(510) 562-3453	uwaelectric@gmail.com	1031	
Watts Construction	Al Watts	470 42nd St.	94609	(510)831-9157	510-655-1552	wattsconstruction@yahoo.com		PENDING
Williams Trucking	Curtis Williams	10420 Greenview Drive	94605	(510) 568-3495	(510) 568-8918	cjctrucking@sbcglobal.net		PENDING

City of Oakland
List of Local Businesses, Small Local Businesses and Small Local Resident Businesses

<u>Company Name</u>	<u>Contact</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Fax</u>	<u>Cert Type</u>	<u>License Type</u>
A & B Painting, Inc.	Todd Darby	1000 Broadway Ave, Suite 260	Oakland	94607	(408) 727-4915	(408)496-1818	LBE	C-33
A to Z Recycling	Jim Jones	2306 98th Ave.	Oakland	94603	510-943-2161		LBE	C-61
ACR Glass and Doors	Choowang Chia	8124 Capwell Drive	Oakland	94621	(510) 430-2977	(510) 430-2885	SLBE	B
Adolph's Glass Company, Inc	Adolph Sykes	910 81st Avenue, Suite 13	Oakland	94621	5105370755	5107335535	LBE	C-17
Adulis CM	Biniam Gebreab	3907 Piedmont Avenue #17	Oakland	94611	510 6106004	4157426808	SLBE	B
AJW Construction	Alfonso Quintor	966 - 81st Avenue	Oakland	94621	(510) 568-2300	(510) 639-1582	SLBE	A
AJW Construction	Alfonso Quintor	966 - 81st Avenue	Oakland	94621	(510) 568-2300	(510) 639-1582	SLBE	C-8
Alan Dones Company	Alan Dones	1210 Excelsior Ave	Oakland	94610	510 4827020	5104827021	SLBE	B
Alarcon Bohm Corporation	Kevin Bohm	312 Clay Street, Suite 180	Oakland	94607	(510) 893-4405	(510) 893-2125	SLBE	C-21
Alcatraz Shade Shop	Eddie Hugley	6400 Telegraph Ave	Oakland	94609	(510) 658-2734	(510) 658-2736	SLBE	C-61
All City Trucking, Inc	Pawanpreet Randhawa	1941 Jackson Street, #8	Oakland	94612	510 461-8287	510 657-1200	SLBE	T-1
Allied Fire Protection	Jerry Lange	555 High Street	Oakland	94601	(510) 533-5516	(510) 533-0913	LBE	C-16
Allied Painters, Inc.	John Silva	3425 Ettie Street	Oakland	94608	510-658-4315	510-658-4044	SLBE	C-33
American Emperor LLC	Andrew Boydon	1900 E. 12th Street	Oakland	94606	(510) 832-8888	(510) 251-1021	LBE	S-1
AMG Construction	Doug Blacksher	8908 Thermal Street	Oakland	94605	(510) 562-8638	(510) 562-4339	SLBE	B
Amland Corp	kevin Phan	888-98th-Ave, Suite 205	Oakland	94603	(510) 8787211	(408) 2984344	LBE	A
Amland Corp	kevin Phan	888-98th-Ave, Suite 205	Oakland	94603	(510) 8787211	(408) 2984344	LBE	B
Amland Corp	kevin Phan	888-98th-Ave, Suite 205	Oakland	94603	(510) 8787211	(408) 2984344	LBE	C-10
Amland Corp	kevin Phan	888-98th-Ave, Suite 205	Oakland	94603	(510) 8787211	(408) 2984344	LBE	C-27
Andes Construction, Inc.	Vanessa Orozco	5305 E. 12 Street	Oakland	94601	(510) 536-7832	(510) 536-7834	SLBE	A
Asbestos Management Group of California, Inc. dba AMG	Brent Bates	3438 Helen St.	Oakland	94608	(510) 654-8441	(510) 654-8447	SLBE	ASB
Asbestos Management Group of California, Inc. dba AMG	Brent Bates	3438 Helen St.	Oakland	94608	(510) 654-8441	(510) 654-8447	SLBE	B
Asbestos Management Group of California, Inc. dba AMG	Brent Bates	3438 Helen St.	Oakland	94608	(510) 654-8441	(510) 654-8447	SLBE	C-2

Asbestos Management Group of California, Inc. dba AMG	Brent Bates	3438 Helen St.	Oakland	94608	(510) 654-8441	(510) 654-8447	SLBE	C-21
Asbestos Management Group of California, Inc. dba AMG	Brent Bates	3438 Helen St.	Oakland	94608	(510) 654-8441	(510) 654-8447	SLBE	HAZ
Astron Development Corp.	Alton Jefferson	11121 Kerrigan Drive	Oakland	94605	(415) 946-4025	(415) 946-4026	SLBE	B
Baines Group, Inc.	Michael Baines	283 4th Street Suite 101	Oakland	94607	(510) 238-4666	(510) 238-5252	SLBE	B
Bay Construction Company	Yong Kay	4026 Martin Luther King Jr. Way	Oakland	94609	(510) 658-7225	(510) 658-4890	SLBE	A
Bay Construction Company	Yong Kay	4026 Martin Luther King Jr. Way	Oakland	94609	(510) 658-7225	(510) 658-4890	SLBE	B
Bayview Environmental Services, Inc.	Richard Cleveland	6925 San Leandro Street	Oakland	94621	(510) 544-5222	(510) 562-6182	LBE	ASB
Bayview Environmental Services, Inc.	Richard Cleveland	6925 San Leandro Street	Oakland	94621	(510) 544-5222	(510) 562-6182	LBE	B
BBI-CON, dba BBI Construction	Koi Saechao	1155 Third St. Suite 230	Oakland	94607	(510) 286-8200	(510) 286-8210	LBE	B
Beaman's Inc.	Denis H. Beaman	3978 Piedmont Avenue	Oakland	94611	510-658-0361	925-736-3536	SLBE	C-10
Beci Electric	Rebecca Anderson	8137 Capwell Drive	Oakland	94621	(510) 635-1477	(510) 635-1478	SLBE	C-10
Beliveau Engineering Contractors	Larry Beliveau	900 7th Street	Oakland	94607	(510) 595-1905	(510) 595-1924	SLBE	A
Beliveau Engineering Contractors	Larry Beliveau	900 7th Street	Oakland	94607	(510) 595-1905	(510) 595-1924	SLBE	B
Branagh, Inc.	Chris Nelson	750 Kevin Court	Oakland	94621	(510) 638-6455	(510) 638-1928	LBE	A
Branagh, Inc.	Chris Nelson	750 Kevin Court	Oakland	94621	(510) 638-6455	(510) 638-1928	LBE	B
Brite Painting & Decorating	Gavin Rhodes	739 Warfield Ave	Oakland	94610	(510) 276-8000	(510) 667-0971	SLBE	C-33
Broadway Mechanical Contractors, Inc.	Suzann Sylvester	873 81st Avenue	Oakland	94621	(510) 746-4022	(510) 746-4001	LBE	A
Broadway Mechanical Contractors, Inc.	Suzann Sylvester	873 81st Avenue	Oakland	94621	(510) 746-4022	(510) 746-4001	LBE	C-12
Broadway Mechanical Contractors, Inc.	Suzann Sylvester	873 81st Avenue	Oakland	94621	(510) 746-4022	(510) 746-4001	LBE	C-16
Broadway Mechanical Contractors, Inc.	Suzann Sylvester	873 81st Avenue	Oakland	94621	(510) 746-4022	(510) 746-4001	LBE	C-20
Broadway Mechanical Contractors, Inc.	Suzann Sylvester	873 81st Avenue	Oakland	94621	(510) 746-4022	(510) 746-4001	LBE	C-27
Broadway Mechanical Contractors, Inc.	Suzann Sylvester	873 81st Avenue	Oakland	94621	(510) 746-4022	(510) 746-4001	LBE	C-36
Broadway Mechanical Contractors, Inc.	Suzann Sylvester	873 81st Avenue	Oakland	94621	(510) 746-4022	(510) 746-4001	LBE	C-4
Brown 3 Plumbing Company,	William Brown III	9421 D Street P.O. B0x32533	Oakland	94604	(510) 562-5847	(510) 562-7542	SLBE	C-36

Incorporated

C & C Construction Development, Inc.	Willie Chatman	23 Sequoyah View Drive	Oakland	94605	510-632-7470		SLBE	B
C. Overaa & Co.	Doug Espland	3820 Broadway	Oakland	94611	510 595-7562	510 595-1489	LBE	A
C. Overaa & Co.	Doug Espland	3820 Broadway	Oakland	94611	510 595-7562	510 595-1489	LBE	B
C. Rogers Plumbing	Charles Rogers	8802 Seneca Street	Oakland	94605	510-382-0909	510-568-9480	SLBE	C-36
Cahill Contractors, Inc	Blair Allison	1111 Broadway, Suite 2130	Oakland	94607	510 250-8501		LBE	B
Caldwell Roland Roofing, Inc.	Patrick Carney	1707 Poplar St.	Oakland	94607	510-452-0577	510-452-0516	SLBE	C-39
Cal-Pacific Construction Inc	Kennedy Chan	3740 San Leandro Street	Oakland	94601	510-532-2223	510-532-2226	LBE	A
Cal-Pacific Construction Inc	Kennedy Chan	3740 San Leandro Street	Oakland	94601	510-532-2223	510-532-2226	LBE	B
Cal-Pacific Construction Inc	Kennedy Chan	3740 San Leandro Street	Oakland	94601	510-532-2223	510-532-2226	LBE	C-10
Cal-Pacific Construction Inc	Kennedy Chan	3740 San Leandro Street	Oakland	94601	510-532-2223	510-532-2226	LBE	C-33
Cal-Pacific Construction Inc	Kennedy Chan	3740 San Leandro Street	Oakland	94601	510-532-2223	510-532-2226	LBE	C-36
Cal-Pacific Construction Inc	Kennedy Chan	3740 San Leandro Street	Oakland	94601	510-532-2223	510-532-2226	LBE	C-7
Captain's Carpet	Billy Gamble	8612 MacArthur Blvd.	Oakland	94605	(510) 635-2774	(510) 635-2195	SLBE	C-15
Cemex	JOHN RIOS	333 - 23rd Avenue	Oakland	94606	408-506-3655	661-885-4140	LBE	C-29
Central Concrete Supply Co. Inc.	Laurie Cerrito	2400 Peralta Street	Oakland	94607	(408) 293-6272	(408) 294-3162	LBE	D-06
Central Concrete Supply Co. Inc.	Laurie Cerrito	2400 Peralta Street	Oakland	94607	(408) 293-6272	(408) 294-3162	LBE	S-1
Cereske Electric Cable Company	Buffy Cereske	1688 24th Street	Oakland	94607	(510) 832-3546	(510) 832-2107	SLBE	S-1
Chaix Company	Denis Chaix	1024 9th Avenue	Oakland	94606	(510) 444-1300	(510) 444-3900	SLBE	C-61
Champion Scaffold Services, Inc.	Celia Ynzunza	3031 Adeline St.	Oakland	94608	510-948-8495	510-327-0301	SLBE	C-61
Champion Scaffold Services, Inc.	Celia Ynzunza	3031 Adeline St.	Oakland	94608	510-948-8495	510-327-0301	SLBE	D-39
Chappie Building Construction, Inc.	Michael Lewis	6840 Simson Street	Oakland	94605	(510) 638-4556	(510) 567-8850	SLBE	B
Charlie" B" Global Construction								
Clean-Up	Camille Christian	5709 --- A Market Street	Oakland	94608	(510) 412-3626	(510) 237-9455	SLBE	D-63
Citywide Painting & Construction	Jae Kim	2601 Adeline Street, Suite 180	Oakland	94607	(510) 444-0645	(510) 444-0648	SLBE	B
Citywide Painting & Construction	Jae Kim	2601 Adeline Street, Suite 180	Oakland	94607	(510) 444-0645	(510) 444-0648	SLBE	C-33
CJC Trucking	Cris Williams	3803 Broadway, Ste 2	Oakland	94611	(510) 601-5359	(510) 601-5332	SLBE	T-1
Comack Plumbing	John Cottrell	825 8th Avenue	Oakland	94606	(510) 834-9544	(510) 834-0240	SLBE	C-16
Comack Plumbing	John Cottrell	825 8th Avenue	Oakland	94606	(510) 834-9544	(510) 834-0240	SLBE	C-36
Comack Plumbing	John Cottrell	825 8th Avenue	Oakland	94606	(510) 834-9544	(510) 834-0240	SLBE	C-42

Comco Sheet Metal Condon - Johnson & Associates, Inc.	Armand Butticci	2306 West Street	Oakland	94612	510 832-6433	510 832-5099	SLBE	C-43
Condon - Johnson & Associates, Inc.	Michael Condon	480 Roland Way, Suite 200	Oakland	94604	(510) 636-2100	(510) 568-9316	LBE	A
Condon - Johnson & Associates, Inc.	Michael Condon	480 Roland Way, Suite 200	Oakland	94604	(510) 636-2100	(510) 568-9316	LBE	C-57
Condon - Johnson & Associates, Inc.	Michael Condon	480 Roland Way, Suite 200	Oakland	94604	(510) 636-2100	(510) 568-9316	LBE	HAZ
Condon - Johnson & Associates, Inc.	Michael Condon	480 Roland Way, Suite 200	Oakland	94604	(510) 636-2100	(510) 568-9316	LBE	HIC
Consolidated Partitions	Susan Jacobsen	9828 Kitty lane	Oakland	94603	510-352-3920	510-483-7692	SLBE	C-61
Contra Costa Electric	Peter Murray	610 16th Street, suite 505	Oakland	94612	(510) 832-1413	(510) 832-1436	LBE	C-10
Controlled Energy	Don Link	6510 Raymond Street	Oakland	94609	(510) 658-8632	(510) 658-4613	SLBE	C-10
Corbin Building, Inc.	Josef Corbin	2345 Park Blvd	Oakland	94606	(510) 663-5716	(510) 663-5718	SLBE	B
D & B Painting Co.	Derek Barrett	7901 Oakport St., Suite 4325	Oakland	94621	(866)431-9869	510-633-5753	LBE	C-33
D. Irvin Trucking	David Irvin	2639 Richie Street	Oakland	94605	(510) 385-4073	(510) 483-2274	SLBE	T-1
DeKay Demolition & Clearing, Inc.	Richard H. DeKAY	7700 Edgewater Drive # 626	Oakland	94621	510-430-2668	510-430-2682	SLBE	A
DeKay Demolition & Clearing, Inc.	Richard H. DeKAY	7700 Edgewater Drive # 626	Oakland	94621	510-430-2668	510-430-2682	SLBE	C-21
DeKay Demolition & Clearing, Inc.	Richard H. DeKAY	7700 Edgewater Drive # 626	Oakland	94621	510-430-2668	510-430-2682	SLBE	D-49
Demo Masters Inc.	Richard Cleveland	6925 San Leandro Street	Oakland	94621	(510) 544-5270	(510) 544-5266	LBE	B
Dick's Wholesale Carpet Warehouse, Inc.	Lang Burnett	36 Hegenberger Court	Oakland	94621	(510) 636-4219	(510) 636-4299	LBE	C-15
DIG Cooperative, Inc.	Babak Tondre	5410 Dover St.	Oakland	94609	510-316-3620		SLBE	B
Dixon Masonry/Spencer Masonry	Robert Dixon	570 14th Street #1	Oakland	94612	510-832-4722	510-832-4723	SLBE	C-29
Dixon's Masonry	Bob Dixon	570 14th Street, Suite 1	Oakland	94624	(510) 772-6682		SLBE	C-29
Domb Electric Company	Dimitrus Browm	8647 Seneca Street	Oakland	94605	510-501--6108		SLBE	C-10
Downrite Corp	Dave Rege	1407 Webster Street, #206	Oakland	94612	(510) 599-9076	(510) 599-9076	SLBE	A
Downrite Corp	Dave Rege	1407 Webster Street, #206	Oakland	94612	(510) 599-9076	(510) 599-9076	SLBE	C-12
Downrite Corp	Dave Rege	1407 Webster Street, #206	Oakland	94612	(510) 599-9076	(510) 599-9076	SLBE	C-21
Eagle Environmental Construction	Ronald Batiste	2775 Butters Drive	Oakland	94602	(510) 271-8259	(510) 271-8273	SLBE	A
Eagle Environmental Construction	Ronald Batiste	2775 Butters Drive	Oakland	94602	(510) 271-8259	(510) 271-8273	SLBE	B
Eagle Environmental Construction	Ronald Batiste	2775 Butters Drive	Oakland	94602	(510) 271-8259	(510) 271-8273	SLBE	HAZ
Eagle Environmental Construction	Ronald Batiste	2775 Butters Drive	Oakland	94602	(510) 271-8259	(510) 271-8273	SLBE	HIC
East Bay Glass Co.	Miguel Aviles	295 6th Avenue	Oakland	94606	(510) 834-2535	(510) 834-2539	SLBE	B

East Bay Glass Co.	Miguel Aviles	295 6th Avenue	Oakland	94606	(510) 834-2535	(510) 834-2539	SLBE	C-17
East Bay Restaurant Supply, Inc.	Jonathan Breznikar	49 4th St.	Oakland	94607	510-465-4300	510-465-2138	LBE	B
East Bay Restaurant Supply, Inc.	Jonathan Breznikar	49 4th St.	Oakland	94607	510-465-4300	510-465-2138	LBE	C-38
Eclipse Electric	Nedir Bey	8105 Edgewater Drive, Suite 206	Oakland	94621	510-878-2433		SLBE	C-10
Economy Lumber Company of Oakland	John Bacon	750 High Street	Oakland	94601	(510) 261-6100	(510) 485-7178	LBE	D-16
EJK Construction	Jasmin Karajic	2425 E. 21st Street Apt. 1	Oakland	94601	510-534-5512	510-534-5512	SLBE	B
Emerald Steel, Inc	Brian Early	727 66th Avenue	Oakland	94621	510-553-1386	510-5531769	SLBE	C-51
Empire Engineering & Construction, Inc	Clifton Burch	675 Hegenberger Road, Suite 216	Oakland	94621	5106326500	415 762-0170	LBE	A
Ernst Mechanical	Kurt Ernst	4605 Oakhill Rd.	Oakland	94605	510-569-8749	510-569-3498	SLBE	B
Ernst Mechanical	Kurt Ernst	4605 Oakhill Rd.	Oakland	94605	510-569-8749	510-569-3498	SLBE	C-20
Ernst Mechanical	Kurt Ernst	4605 Oakhill Rd.	Oakland	94605	510-569-8749	510-569-3498	SLBE	C-36
Ernst Mechanical	Kurt Ernst	4605 Oakhill Rd.	Oakland	94605	510-569-8749	510-569-3498	SLBE	C-4
Fidelity Roof Company	Montague Upshaw and Stephen C	1075 40th Street	Oakland	94608	(510) 547-6330	(510) 658-0868	LBE	C-43
Fidelity Roof Company	Montague Upshaw and Stephen C	1075 40th Street	Oakland	94608	(510) 547-6330	(510) 658-0868	LBE	C-46
Fidelity Roof Company	Montague Upshaw and Stephen C	1075 40th Street	Oakland	94608	(510) 547-6330	(510) 658-0868	LBE	B
Fidelity Roof Company	Montague Upshaw and Stephen C	1075 40th Street	Oakland	94608	(510) 547-6330	(510) 658-0868	LBE	C-39
Focon, Inc.	Michael Seals	610 16th Street, Suite 501	Oakland	94612	(510) 465-6319	(510) 465-6356	SLBE	B
Focon, Inc.	Michael Seals	610 16th Street, Suite 501	Oakland	94612	(510) 465-6319	(510) 465-6356	SLBE	A
Foston Trucking	John Foston	450 Capricorn Avenue	Oakland	94611	(510) 206-9005	(510) 654-4650	SLBE	T-1
General Roofing Company	Shane Wakerling	3309 Elmwood Avenue	Oakland	94601	510-536-3356	510-536-3365	SLBE	C-39
General Supply Company	Jeff Simpson	971 87th Avenue	Oakland	94621	(510) 632-5229	(510) 632-2315	SLBE	S-1
George E. Masker, Inc.	Allen Bjerke	887 71st Avenue	Oakland	94621	(510) 568-1206	(510) 638-2530	LBE	C-33
Gill's Electric Co. Inc.	Brad Gill	2410 Webster Street	Oakland	94612	(510) 451-2929	(510) 834-2192	SLBE	C-10
Giron Construction	Bruce Giron	570 14th Street, Suite 1	Oakland	94612	(925) 263-1318	(925) 263-1318	SLBE	B
Gkk Corporation dba Gkkworks/ Transitworks	Randy Horn	1629 Telegraph Ave., Suite 400	Oakland	94612	510-899-6203	510-295-2459	LBE	B
Global Specialties Direct Inc	Jill Morley	936 - 61st Street	Oakland	94608	510-652-2060	510-655-3118	LBE	C-61

Global Specialties Direct Inc	Jill Morley	936 - 61st Street	Oakland	94608	510-652-2060	510-655-3118	LBE	D-29
Global Specialties Direct Inc	Jill Morley	936 - 61st Street	Oakland	94608	510-652-2060	510-655-3118	LBE	D-34
Gregersen Company	David Gregersen	1841 Adeline Street	Oakland	94607	510-268-9430	510-268-9462	SLBE	C-10
Gregersen Company	David Gregersen	1841 Adeline Street	Oakland	94607	510-268-9430	510-268-9462	SLBE	B
Gruendl, Inc. dba Ray's Electric	Anthony Pagano	411 Pendleton Way, Suite B	Oakland	94621	(510) 577-7700	(510) 577-7706	SLBE	HIC
Gruendl, Inc. dba Ray's Electric	Anthony Pagano	411 Pendleton Way, Suite B	Oakland	94621	(510) 577-7700	(510) 577-7706	SLBE	C-10
Gruendl, Inc. dba Ray's Electric	Anthony Pagano	411 Pendleton Way, Suite B	Oakland	94621	(510) 577-7700	(510) 577-7706	SLBE	A
H.G.H. Electric, Inc.	Ronald Hammer	3132 Market Street	Oakland	94608	(510) 923-1859	(510) 923-1862	LBE	C-10
Hartley Construction	Lindsey McNally	1701 Martin Luther King Jr. Way	Oakland	94612	(510) 238-8592	(510) 238-8589	SLBE	A
Hartley Construction	Lindsey McNally	1701 Martin Luther King Jr. Way	Oakland	94612	(510) 238-8592	(510) 238-8589	SLBE	ASB
Hartley Construction	Lindsey McNally	1701 Martin Luther King Jr. Way	Oakland	94612	(510) 238-8592	(510) 238-8589	SLBE	B
Hartley Construction	Lindsey McNally	1701 Martin Luther King Jr. Way	Oakland	94612	(510) 238-8592	(510) 238-8589	SLBE	C-51
Hensel Phelps Construction Co.	Kathy Stiers	570 14th Suite # 1	Oakland	94612	(510) 238-1330	(510) 238-1336	LBE	B
Hillman Electric, Inc	Tyrone Hillman	675 Hegenberger Rd, Suite 225	Oakland	94621	510-639-7288		SLBE	C-10
Ho's Electric Company	Ho Y Wong	2525 MacArthur Blvd.	Oakland	94602	(510) 530-1399	(510) 530-3846	SLBE	B
Ho's Electric Company	Ho Y Wong	2525 MacArthur Blvd.	Oakland	94602	(510) 530-1399	(510) 530-3846	SLBE	C-10
Ho's Electric Company	Ho Y Wong	2525 MacArthur Blvd.	Oakland	94602	(510) 530-1399	(510) 530-3846	SLBE	C-27
Ho's Electric Company	Ho Y Wong	2525 MacArthur Blvd.	Oakland	94602	(510) 530-1399	(510) 530-3846	SLBE	C-33
Inner City Demolition and Recycling Inc. DBA Inner City Demolition Inc	James Campanella	5401 San Leandro Street	Oakland	94601	(510) 382-0100	(510) 382-0900	SLBE	C-21
Innovative Construction Solutions-Norcal, Inc.	Goodarz Seif	4721 Tidewater Ave. Suite D	Oakland	94601	510-782-5415	510-782-6576	LBE	A
Innovative Construction Solutions-Norcal, Inc.	Goodarz Seif	4721 Tidewater Ave. Suite D	Oakland	94601	510-782-5415	510-782-6576	LBE	HAZ
J & K Sheet Metal Inc.	George Wu	1227 20th Ave,	Oakland	94606	510-261-3082		SLBE	C-20
J. H. Fitzmaurice, Inc.	Michelle Reynoso	2857 Hannah Street	Oakland	94608	(510) 444-7561	(510) 444-1344	LBE	A
J. H. Fitzmaurice, Inc.	Michelle Reynoso	2857 Hannah Street	Oakland	94608	(510) 444-7561	(510) 444-1344	LBE	B
J. H. Fitzmaurice, Inc.	Michelle Reynoso	2857 Hannah Street	Oakland	94608	(510) 444-7561	(510) 444-1344	LBE	C-8
James Island Plastering	Irvin James	11045 Cliffland Avenue	Oakland	94605	(510) 568-3671	(510) 569-2053	SLBE	C-35
JML Engineering and Construction, Inc Suite 2351	Cary Gaidano	2201 Poplar Street	Oakland	94607	510 268-1200	510 268-1209	SLBE	A

Jones Tile and Marble, Inc	Fredrick Jones	669 35th Street	Oakland	94609	(510) 625-0401	(510) 625-0401	SLBE	C-54
JUV, Inc.	Vladimir Chernyavskiy	1616 Franklin Street Suite 203	Oakland	94612	510-836-1300	836--1301	SLBE	B
King Drywall	Gary King	5112 Congress Ave	Oakland	94601	5103265151	5104793347	SLBE	C-33
King Drywall	Gary King	5112 Congress Ave	Oakland	94601	5103265151	5104793347	SLBE	C-9
Langan Engineering & Environmental Services, Inc.	Julie Frankel	501 14th St., 3rd Floor	Oakland	94612	510-874-7000	510-874-7001	SLBE	HAZ
Langan Engineering & Environmental Services, Inc.	Julie Frankel	501 14th St., 3rd Floor	Oakland	94612	510-874-7000	510-874-7001	SLBE	A
Largo Concrete, Inc.	Estefania Barron	9957 Medford Avenue, Bldg 7	Oakland	94603	510 430-8236	510 430-8299	LBE	B
Level Construction Supply I I LLC	LeeAnn Baker	9838 Gould Street	Oakland	94603	(510) 568-3998	(510) 568-0860	LBE	S-1
Light-Frame Construction	Carnel Gabourel	3216 60th Avenue	Oakland	94605	510 430 2555	510 715 0025	SLBE	B
Lineaton Markings Corporation	Luke Middleton	411 Piundleton Way, Suite C	Oakland	94621	510 577-7707	510-577-7709	SLBE	A
Linoleum Sales DBA Anderson Carpet	Bob Mullarkey	1000 Grand Ave	Oakland	94607	((510) 238-9859	(510) 652-5344	LBE	C-15
Linoleum Sales DBA Anderson Carpet	Bob Mullarkey	1000 Grand Ave	Oakland	94607	((510) 238-9859	(510) 652-5344	LBE	HIC
Mar Con Co	Marco Manriquez	3425 68th Avenue	Oakland	94605	510 205-4925		VSLBE	B
Marshall Plumbing	Gayle Frazier	3915 Randolph Avenue	Oakland	94602	(510) 482-1501	(510) 336-0572	SLBE	C-36
Marshall Plumbing	Gayle Frazier	3915 Randolph Avenue	Oakland	94602	(510) 482-1501	(510) 336-0572	SLBE	HIC
Mauck Sheet Metal	Jane Hall	755 Independent Road	Oakland	94621	(510) 638-3607	(510) 638-2851	SLBE	C-20
Mauck Sheet Metal	Jane Hall	755 Independent Road	Oakland	94621	(510) 638-3607	(510) 638-2851	SLBE	B
Mauck Sheet Metal	Jane Hall	755 Independent Road	Oakland	94621	(510) 638-3607	(510) 638-2851	SLBE	C-23
Mauck Sheet Metal	Jane Hall	755 Independent Road	Oakland	94621	(510) 638-3607	(510) 638-2851	SLBE	C-43
MCC Flooring	Raoul Fulcher	9851 Lawlor Street	Oakland	94605	(510) 632-7770	(510) 632-7894	LBE	C-15
McCoy Bohm Corporation dba, Alarcon Bohm Special Project	Patty Chu	312 Clay street, Suite180	Oakland	94607	(510) 893-4405	(510) 893-2125	SLBE	B
McCoy Bohm Corporation dba, Alarcon Bohm Special Project	Patty Chu	312 Clay street, Suite180	Oakland	94607	(510) 893-4405	(510) 893-2125	SLBE	A
McCoy Bohm Corporation dba, Alarcon Bohm Special Project	Patty Chu	312 Clay street, Suite180	Oakland	94607	(510) 893-4405	(510) 893-2125	SLBE	ASB
McCoy Bohm Corporation dba, Alarcon Bohm Special Project	Patty Chu	312 Clay street, Suite180	Oakland	94607	(510) 893-4405	(510) 893-2125	SLBE	C-21

McCoy Bohm Corporation dba, Alarcon Bohm Special Project	Patty Chu	312 Clay street, Suite180	Oakland	94607	(510) 893-4405	(510) 893-2125	SLBE	HAZ
McGuire and Hester	Mabel Cater	9009 Railroad Avenue	Oakland	94603	(510) 632-7676	(510) 562-5209	LBE	A
McGuire and Hester	Mabel Cater	9009 Railroad Avenue	Oakland	94603	(510) 632-7676	(510) 562-5209	LBE	B
McGuire and Hester	Mabel Cater	9009 Railroad Avenue	Oakland	94603	(510) 632-7676	(510) 562-5209	LBE	C-21
McGuire and Hester	Mabel Cater	9009 Railroad Avenue	Oakland	94603	(510) 632-7676	(510) 562-5209	LBE	C-27
McGuire and Hester	Mabel Cater	9009 Railroad Avenue	Oakland	94603	(510) 632-7676	(510) 562-5209	LBE	HAZ
Meyer Plumbing Supply Co.	Jerry Fisher	575 Independent Rd	Oakland	94621	(510) 832-3324	(510) 686-2680	LBE	S-1
Mission Clay Products LLC	Glen Hungerbuhler	880 - 81st Avenue	Oakland	94621	(510) 610-7375	(510) 568-2699	LBE	S-1
Monroe's Trucking	Monroe Brooks	815 Stone Street	Oakland	94603	(510) 3778080	(510) 6320747	SLBE	T-1
Monterey Mechanical Co.	Paraiso Debra	8275 San Leandro St.	Oakland	94621	(510) 632-3173	(510) 632-0732	LBE	C-16
Monterey Mechanical Co.	Paraiso Debra	8275 San Leandro St.	Oakland	94621	(510) 632-3173	(510) 632-0732	LBE	C-20
Monterey Mechanical Co.	Paraiso Debra	8275 San Leandro St.	Oakland	94621	(510) 632-3173	(510) 632-0732	LBE	A
Monterey Mechanical Co.	Paraiso Debra	8275 San Leandro St.	Oakland	94621	(510) 632-3173	(510) 632-0732	LBE	B
Monterey Mechanical Co.	Paraiso Debra	8275 San Leandro St.	Oakland	94621	(510) 632-3173	(510) 632-0732	LBE	C-12
Monterey Mechanical Co.	Paraiso Debra	8275 San Leandro St.	Oakland	94621	(510) 632-3173	(510) 632-0732	LBE	C-4
Monterey Mechanical Co.	Paraiso Debra	8275 San Leandro St.	Oakland	94621	(510) 632-3173	(510) 632-0732	LBE	C-42
Monterey Mechanical Co.	Paraiso Debra	8275 San Leandro St.	Oakland	94621	(510) 632-3173	(510) 632-0732	LBE	C-43
Morrow-Meadows Corporation	Deborah Martin	7677 Oakport Street, Suite105	Oakland	94621	510-562-1980	510-562-1546	LBE	C-10
Mosto Construction	Rafael Tobar	3073 22nd Avenue	Oakland	94602	(510) 534-3152	(510) 434-0392	SLBE	A
Nancy Smith Construction, Inc.	Ron Smith	47 Yorkshire Drive	Oakland	94618	(510) 923-1671	(510) 923-1976	LBE	B
NBA Engineering	Jan Groupp	11 Embarcadero West, Ste.210	Oakland	94607	(510) 444-2932	(510) 986-8615	LBE	C-20
Net Electric, Inc.	Nathan Tyler	9311 Castlewood St.	Oakland	94605	1866-334-2400	510-245-3323	SLBE	C-10
North American Fence & Railing, Inc.	Kira Comini	515 23rd Avenue	Oakland	94606	(510) 436-0755	(510) 865-2625	LBE	C-13
O. C. Jones & Sons, Inc.	Heidi Faria	155 Filbert St. #252	Oakland	94607	510-526-3424	510-526-0990	LBE	A
O. C. Jones & Sons, Inc.	Heidi Faria	155 Filbert St. #252	Oakland	94607	510-526-3424	510-526-0990	LBE	HAZ
Oaks Environmental Testing	Maribel Robles	2124 5th Ave.	Oakland	94604-7643	510-834-1638	510-891-9271	SLBE	LED
Oliver DeSilva, Inc. dba Gallagher & Burk, Inc.	David DeSilva	344 High Street	Oakland	94601	(510) 261-0466	(510) 261-0478	LBE	C-12

Oliver DeSilva, Inc. dba Gallagher & Burk, Inc.	David DeSilva	344 High Street	Oakland	94601	(510) 261-0466	(510) 261-0478	LBE	S-1
Oliver DeSilva, Inc. dba Gallagher & Burk, Inc.	David DeSilva	344 High Street	Oakland	94601	(510) 261-0466	(510) 261-0478	LBE	A
P Gilmore Construction	Paul Gilmore	1021 45th Avenue	Oakland	94605	510-377-2827	510-261-5903	SLBE	B
P Gilmore Construction	Paul Gilmore	1021 45th Avenue	Oakland	94605	510-377-2827	510-261-5903	SLBE	C-51
P Gilmore Construction	Paul Gilmore	1021 45th Avenue	Oakland	94605	510-377-2827	510-261-5903	SLBE	C-60
Pacific Trenchless, Inc.	Alan Casserly	1619 Campbell Street Suite A	Oakland	94607	(510) 986-0244	(415) 647-8166	SLBE	A
Paul's Plumbing	Cheryl Sousa	999 42nd Street	Oakland	94608	(510) 652-4947	(510) 652-4095	SLBE	C-36
Persons to Person Construction Services	Eric Persons	2014 45th Avenue	Oakland	94601	800 822-5119	510 534-7880	SLBE	B
Persons to Person Construction Services	Eric Persons	2014 45th Avenue	Oakland	94601	800 822-5119	510 534-7880	SLBE	C-10
Premium Roofing & Waterproofing, Inc.	Alan Kreager	2630 - 76th Avenue	Oakland	94605	(510) 774-7083	(510) 636-1273	SLBE	C-39
RCCamese Transportation, Inc	Ronald Camese	675 Hegenberger Road	Oakland	94621	(510) 3829010	(510) 5933072	SLBE	T-1
Rick West Plastering	Richard West	33 Maggiora Drive	Oakland	94605	(510)5644674	(510) 564-4774	SLBE	C-35
Right Away Redy Mix, Inc.	Gayle Lambert	725 Julie Ann Way	Oakland	94621	(510) 632-0602	(510) 638-9447	LBE	C-8
RMT Landscape Contractors, Inc.	Julie Briggs	7699 Edgewater Drive	Oakland	94621	510 568-3208	510 586-3332	LBE	A
RMT Landscape Contractors, Inc.	Julie Briggs	7699 Edgewater Drive	Oakland	94621	510 568-3208	510 586-3332	LBE	C-27
Rockridge Builders	William Hinkamp	1730 Tenth Avenue 4731 Coliseum Way P. O.	Oakland	94606	(510) 535-1682	(510) 535-2687	SLBE	B
Rosas Brothers Construction Inc	Victor Rosas	Box7862.	Oakland	94601	(510) 534-1077	(510) 534-5077	SLBE	A
Rudolph Commercial Interiors	Casandra Montalvo	1125 - 67th Street	Oakland	94608	510 6019191		LBE	B
Safeshield Inc. dba MAZ Glass	Paul Akhbari	2420 San Pablo Ave.	Oakland	94612	510-428-3963		LBE	C-17
Sarco Construction	Joseph Sarapochillo	2300 Market Street Suite D	Oakland	3460	510-452-9191	510-217-6756	SLBE	B
SCA Environmental, Inc.	Christina Codemo	334 19th Street	Oakland	94612	(510) 645-6236	(510) 839-6200	LBE	A
SCA Environmental, Inc.	Christina Codemo	334 19th Street	Oakland	94612	(510) 645-6236	(510) 839-6200	LBE	ASB
SCA Environmental, Inc.	Christina Codemo	334 19th Street	Oakland	94612	(510) 645-6236	(510) 839-6200	LBE	B
SCA Environmental, Inc.	Christina Codemo	334 19th Street	Oakland	94612	(510) 645-6236	(510) 839-6200	LBE	HAZ
Security Electric Engineering Company	Hamid Hashemi	1721 Broadway # 203	Oakland	94612	510 760-0100	510 291-9877	SLBE	C-10

Sharkey Electric Inc.	Anthony Sharkey	5726 International Blvd. 2855 Mandela Parkway, 2nd Floor	Oakland	94621	(510) 301-4040	(510) 864-0974	VSLBE	C-10
Silverado Contractors, Inc.	Sue Capriola	2855 Mandela Parkway, 2nd Floor	Oakland	94608	(510) 658-9960	(510) 658-9961	SLBE	A
Silverado Contractors, Inc.	Sue Capriola	2855 Mandela Parkway, 2nd Floor	Oakland	94608	(510) 658-9960	(510) 658-9961	SLBE	ASB
Silverado Contractors, Inc.	Sue Capriola	2855 Mandela Parkway, 2nd Floor	Oakland	94608	(510) 658-9960	(510) 658-9961	SLBE	B
Silverado Contractors, Inc.	Sue Capriola	2855 Mandela Parkway, 2nd Floor	Oakland	94608	(510) 658-9960	(510) 658-9961	SLBE	C-21
Silverado Contractors, Inc.	Sue Capriola	2855 Mandela Parkway, 2nd Floor	Oakland	94608	(510) 658-9960	(510) 658-9961	SLBE	HAZ
SN Sands Corp, dba S & S Trucking	Frank Sanchez	477 Roland Way	Oakland	94621	(510) 383-3556	(510) 383-2917	SLBE	T-1
Special Electric Construction Co.	Willis Buffington	1508 27th Avenue, #32	Oakland,	94603	510-425-2539		SLBE	C-10
Sterling Environmental Corporation	Natalie O'Brien	10203 E Street	Oakland	94603	(510) 638-2800	(510) 638-2804	LBE	ASB
Sterling Environmental Corporation	Natalie O'Brien	10203 E Street	Oakland	94603	(510) 638-2800	(510) 638-2804	LBE	C-2
Sterling Environmental Corporation	Natalie O'Brien	10203 E Street	Oakland	94603	(510) 638-2800	(510) 638-2804	LBE	A
Sudden Sams Trucking	Samuel Johnson	272 Euclid Ave., Suite 105	Oakland	94610	(510) 839-1495	(510) 272-9575	SLBE	T-1
Sullivan Thompson Masonry & Restoration	Deborah Blake	2210 Union St	Oakland	94607	(510) 7735062	(510) 444-3562	SLBE	B
Sullivan Thompson Masonry & Restoration	Deborah Blake	2210 Union St	Oakland	94607	(510) 7735062	(510) 444-3562	SLBE	C-29
Sullivan Thompson Masonry & Restoration	Deborah Blake	2210 Union St	Oakland	94607	(510) 7735062	(510) 444-3562	SLBE	C-33
Summerhill Electric, Inc.	Teresa Summerhill	5230 East 12th St	Oakland	94605	(510) 536-1685	(510) 534-7167	SLBE	C-10
Swinerton Builders	Steven Johnson	One Kaiser Plaza, Suite 701	Oakland	94610	(510) 208-5844	(510) 267-0848	LBE	A
Swinerton Builders	Steven Johnson	One Kaiser Plaza, Suite 701	Oakland	94610	(510) 208-5844	(510) 267-0848	LBE	B
Swinerton Builders	Steven Johnson	One Kaiser Plaza, Suite 701	Oakland	94610	(510) 208-5844	(510) 267-0848	LBE	C-12
Swinerton Builders	Steven Johnson	One Kaiser Plaza, Suite 701	Oakland	94610	(510) 208-5844	(510) 267-0848	LBE	C-29
Swinerton Builders	Steven Johnson	One Kaiser Plaza, Suite 701	Oakland	94610	(510) 208-5844	(510) 267-0848	LBE	C-39
Swinerton Builders	Steven Johnson	One Kaiser Plaza, Suite 701	Oakland	94610	(510) 208-5844	(510) 267-0848	LBE	C-4
Tileworks, Inc.	Tim Rigney	1095 55th Street	Oakland	94608	510 658-8453	510 658-8456	SLBE	C-54
Trans Bay Engineering	Joe Debro	3130 Hood St.	Oakland	94605	510-653-7027		SLBE	A
Trans Bay Engineering	Joe Debro	3130 Hood St.	Oakland	94605	510-653-7027		SLBE	B
Tucker Technology, Inc.	Conchita Tucker	300 Frank H. Ogawa Plaza Suite 256	Oakland	94612	(510) 836-0422	(510) 836-2625	LBE	C-10

Turner Construction Company	Kavinder Singh	111 Broadway Street	Oakland	94607	(510) 267-8258	(510) 267-8118	LBE	B
Turner Group Construction	Len Turner	1625 Filbert Street	Oakland	94607	(510) 835-0400	(510) 835-0444	SLBE	B
U.J. Trucking	Uriel Jauregui	3708 San Juan Street	Oakland	94601	510-755-1353		SLBE	T-1
Ubhi Construction	Inderjit Ubhi	1030 Galvin Street	Oakland	94602	(510) 530-1942		SLBE	B
UWA Electric Co.	Samuel Oghogho	2737 Seminary Avenue	Oakland	94605	(510) 5436886	(510) 562-3453	SLBE	C-10
VS Construction Co.	Jack Van Le	2225 - E.20th Street	Oakland	94606	(510) 533-7407	(510) 533-1789	SLBE	B
VS Construction Co.	Jack Van Le	2225 - E.20th Street	Oakland	94606	(510) 533-7407	(510) 533-1789	SLBE	HIC
Walker's Plumbing Services	Manuel P. Walker Jr.	610 16th St, Suite 503	Oakland	94612	510-451-3900	510-451-3901	SLBE	C-36
Walters & Atlantis Painting A Joint Venture	Leon T. Walters	570 14th Street Suite #-1	Oakland	94612	510-832-4722	510-832-4723	VSLBE	C-33
Wesley Construction, Inc.	Dary Wesley	7245 Sayre Dr.	Oakland	94611	510-430-9332	510-338-0739	SLBE	B
Western Addition Drywall	James Bealum	4430 Coliseum Way	Oakland	94601	(510) 533-5368	(510) 261-7133	SLBE	C-9
William D. White Co., Inc.	Lynda Tran	3505 Magnolia Street	Oakland	94608	510-658-8167	510-658-8191	LBE	A
Williams Trucking	Curtis Williams	10420 Greenview Drive	Oakland	94605	(510) 568-3495	(510) 568-8918	SLBE	T-1
Wooden Window Inc.	Jim Foster	849 29th Street	Oakland	94608	(510) 893-1157	(510) 834-3662	SLBE	C-17

Project Labor Agreement and Related Side Letters

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES
HERETO, AS FOLLOWS:

ARTICLE I DEFINITIONS

- 1.1 "Administrator" means Parsons Constructors, Inc., and its successors and assigns.
- 1.2 "Agreement" means this Project Labor Agreement, which includes the Schedule A Agreements that are identified and agreed to by the Administrator and the Unions.
- 1.3 "District" means the Oakland Unified School District and the administrative staff under its direction.
- 1.4 "Contractor" means any individual, firm, partnership or corporation, or combination thereof including joint ventures, which is an independent business enterprise and enters into a contract with the District or any of its Contractors, including subcontractors of any tier and trucking contractors performing work at the site of construction, with respect to the construction of any part of the Project under contract terms and conditions approved by the District and which incorporate this Agreement.
- 1.5 "Construction contract" or "contract" means the public works contract which the District will sign and which is necessary to complete the Project.
- 1.6 "Project" is defined to include all phases of the construction of new facilities and upgrading and repair to all existing facilities covered in construction contracts executed by the District and that are covered by this Agreement in Section 2.3. This work includes testing and inspection where such testing and inspection is work performed at the site of construction and is a classification on which a prevailing wage determination has been published, and on-site trucking and hauling.
- 1.7 "Union" or "Unions" means the Building and Construction Trades Council of Alameda

County, AFL-CIO ("Council") and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

- 1.8 "Project Manager" means any persons or business entities designated by the District to oversee phases of construction on the Project.
- 1.9 "Schedule A(s) or Schedule A Agreement(s)" means the local Master Collective Bargaining Agreement of each craft Union signatory hereto, as identified and agreed to between the Unions and the Administrator.
- 1.10 "Parties" means the Administrator, the Unions and the Contractors that have executed a Letter of Assent, and it includes, only where designated in this Agreement, the District.
- 1.11 "Student" means any person who is a student, former student or graduate of the District.

ARTICLE II
SCOPE OF AGREEMENT

- 2.1 Parties: The Agreement shall apply and is limited to all Contractors performing construction contracts on the Project, the District and the Council and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.
- 2.2 When a subject is covered by both the Schedule A Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail. Where a subject is covered by the Schedule A and not covered in this Agreement, the Schedule A Agreement will prevail.
- 2.3 Project Description: The District will apply the Agreement as a contract specification to the award of construction contracts identified by the District for the Project, which are those construction contracts funded in whole or in part by Measure A General Obligation bonds.

any next subsequent locally adopted general obligation bond and/or any State of California bond funding applied to a District construction project during the period of time when these two local bond funds remain available and which were let for bid, or for which RFQ's or RFP's were issued, after the date of this Agreement. Construction projects include those that provide for the construction of new facilities, the demolition of facilities or the renovation of current facilities. However, the Parties acknowledge that the District may utilize \$400,000 of Measure A bond proceeds in, and such additional funds as would be agreed to under, a special program set out in Section 6.11 to facilitate a transition for small businesses, as defined by State Law, to succeed in performing work under the Project and to assist the District in moving successfully into the utilization of the Agreement.

- 2.4 For the purposes of this Agreement, the construction contract shall be considered completed, and all rights and obligations pursuant to the Agreement will cease, upon publication of a Notice of Completion.
- 2.5 Project Labor Disputes: All disputes relating to the interpretation or application of the Project Labor Agreement, including the Schedule A Agreements that will be considered a part of this Agreement shall be subject to resolution by the dispute-resolution procedures established in this Agreement. However, a Contractor and the Union that are signatory to a Schedule A Agreement may choose to utilize the grievance procedures established in that Schedule A Agreement to resolve any dispute involving the application or interpretation of a provision of that Schedule A Agreement. However, an interpretation of a Schedule A Agreement provision by an arbitrator interpreting such a provision under the grievance procedure set out in this Agreement will not have a precedential effect beyond the administration of this Agreement. The Administrator and the Unions will agree as to the applicable Schedule A Agreement's that will be incorporated into this Agreement, and for their replacement as new Schedule A Agreements are negotiated.

OUSD Project Labor Agreement

7

2.6 Work covered by the Project Labor Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles IV, XIII, and XIV of the Project Labor Agreement shall prevail and be applied to such work.

2.7 Exclusions:

The Agreement shall not apply to a Contractor's executives, managerial employees, engineering employees, supervisors, (except those covered by a Schedule A Agreement), office and clerical employees, or to work performed by employees of the District.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions, the Administrator and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of a Construction contract for the Project, whether as contractor or subcontractor at any tier, the Contractor agrees to be bound by each and every provision of the Agreement, including the Schedule A Agreements made part of this Agreement, and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Addendum A.

3.3 No Contractor is required to sign any other agreement with a signatory union as a condition of performing work within the scope of the Agreement, and the Union will agree to dispatch workers to any Contractor that executes a Letter of Assent to perform work on the project.

3.4 No practice, custom, understanding or agreement between a Contractor and a Union party that is not specifically set forth in this Agreement, or in its appended Schedule A Agreements will be binding on any other party unless agreed to in writing by the Parties.

3.5 At the time that any Contractor enters into a subcontract with any subcontractor providing for the performance of the construction contract, the Contractor(s) shall provide a copy of this

Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work through execution of the Letter of Assent set out in this Agreement as Addendum A.

- 3.6 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.
- 3.7 The Unions hereby agree to work cooperatively with any Contractor or subcontractor awarded work covered by this Agreement that has signed a Letter of Assent, and will do so despite any other dispute the Unions may have with that Contractor or subcontractor, including over trust or benefit payments. In consideration of the Unions' waiver of their right to withhold labor from a Contractor delinquent in the payment of Trust Fund contributions, should a Contractor performing work on this Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request, pursuant to the conditions and prerequisites contained in the attached letter of understanding between the District and the Unions, that the Owner issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund(s) until such delinquencies are satisfied. It is agreed, however, with respect to contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements against general contractors or upper-tier subcontractors signatory to those agreements for recovery of subcontractor delinquencies.
- 3.8 All contractors are required to employ apprentices in the ratio required by Article VI of this Agreement. Moreover, each contractor or subcontractor performing work on this project shall, for each apprentice it employs on the project, employ only those apprentices that are

enrolled in an Apprenticeship program approved by the Division of Apprenticeship Standards, State of California, on its regular workforce at least one employee who is enrolled and participating in an Apprenticeship Program that has graduated apprentices annually for at least the past five years. This requirement applies to any craft for which the Department of Industrial Relations, Division of Apprenticeship Standards, has approved an apprenticeship program. The graduation requirement for each of the preceding five years shall not apply to any trade or craft not recognized by the Division of Apprenticeship Standards as an apprenticeable occupation for more than nine years immediately prior to the effective date of the publication of this bid package.

- 3.9 Prior to commencing work on a project, each contractor or subcontractor must file with the District and the Administrator a certificate of compliance with this requirement and must identify the Apprenticeship Programs from which it will obtain apprentices for work on the project.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS PROHIBITED

- 4.1 The Unions, District and Contractors agree that for the duration of the Project:
- 1) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the District because of a dispute on the Project. Disputes arising between the Unions and Contractor on other District projects not covered by this Agreement are not governed by the terms of the Agreement, except that no picketing or other disruption may occur at the actual site of work that is covered under this Agreement.
 - 2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor covered by the Agreement.

3) If a Schedule A Agreement between a Contractor and the Union expires before the Contractor completes the performance of the construction contract and the Union or Contractor gives notice of demands for a new or modified Schedule A Agreement, the Union agrees that it will not engage in any strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason. The Contractor on said contract for work covered under this Agreement and the Union agree that the expired Schedule A Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Schedule A Agreement is reached between the Union and the Contractor. If the new or modified Schedule A Agreement reached between the Union and the Contractor provides that any terms of the Schedule A Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Schedule A Agreement which are applicable to employees employed on the project within seven (7) days, except that with regard to wage and benefit provisions, those provisions will become effective to the degree that they are published as the Prevailing Wage and Benefits for workers in the area performing work in their respective classifications.

4) The Parties recognize that Presidential Executive Order 13202 prohibits the District from requiring Contractors to execute a Letter of Assent to work that contains federal grant or other assistance. To the degree that this prohibition will result in the issuing of contracts for work that would otherwise be covered by this Agreement but to which this Agreement cannot be applied, the parties agree to work collaboratively to develop dispute resolution procedures to be utilized on work excluded from coverage of this Agreement. In addition, the Parties acknowledge that the effect of any dispute between the Unions and a Contractor performing work that is excluded from coverage by virtue of Executive Order 13202 may not result in disruption that affects Project work, including strikes, sympathy strikes, work stoppages,

OUSD Project Labor Agreement

11

picketing, hand billing or other activities the effect of which is to disrupt work covered by this Agreement. The Parties acknowledge that the District will make the language attached at Addendum E a part of any construction contract that would, but for Executive Order 13202, have been covered by this Agreement.

- 4.2 If any employees should engage in strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, the Unions will use their best efforts to instruct and order the employees to return to work and cease the disruptive activity. Failure of an employee to report to work due to a labor dispute constitutes grounds for discipline up to and including discharge.
- 4.3 Any party to this Agreement shall institute the following procedure, prior to invoking any other action at law or equity, when a breach of this Article is alleged to have occurred:
- 1) A party invoking this procedure shall notify, by facsimile or telephone, the party alleged to be in violation, the Administrator, and the Building and Construction Trades Council of Alameda County, AFL-CIO and the involved local Union if a Union is alleged to be in violation.
 - 2) Upon receipt of said notice, the Administrator will contact the designated permanent arbitrator. (or if s/he is unavailable, the alternate), to attempt to schedule an arbitrator to convene a hearing within 24 hours, or sooner if the Arbitrator and the parties to the dispute are available. The permanent Arbitrator is Gerald McKay and the alternate is Barbara Kong-Brown.
 - 3) The Administrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 12 hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator will order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or facsimile, with a copy delivered by hand or registered mail upon issuance. If the Union does not return to work or the Contractor does not allow its workers to return to work by the next regularly scheduled shift (unless the Arbitrator determines it should be sooner), the party failing to abide by the return to work order of the Arbitrator will be fined \$10,000 per shift as liquidated damages for the failure to return.

5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. A copy of the award received and served by any method set out above is sufficient upon which to seek judicial enforcement. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties. The fees

and expenses of the arbitrator shall be divided equally between the parties.

7) The Administrator and the District are considered parties to any proceeding under this Article.

ARTICLE V
PRE-JOB CONFERENCE

A pre-job conference shall be held prior to the commencement of the Construction contract. Such conference shall be attended by a representative each from the participating Contractor(s) and Union(s), the Administrator and the Project Manager. The pre-construction conference shall be held at the offices of the Council. All efforts will be made to hold the pre-job conference in sufficient time to insure all parties the ability to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conferences will be held at least 21 days before the work commences.

ARTICLE VI
NON-DISCRIMINATION, SOCIAL JUSTICE AND ENVIRONMENTAL PROTECTION

- 6.1 The Contractor(s) and Union(s) agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee, or applicant for employment, on the Project.
- 6.2 No employee working on the Project shall be disciplined or dismissed without just cause.
- 6.3 (a) The Parties recognize the importance to the community and the District of recruiting and qualifying Oakland residents for employment on Project work. The Parties further recognize the importance of enrolling qualified and qualifiable applicants in pre-apprentice training and formal apprenticeship and other programs that will lead to their employment on Project work. The Parties therefore agree that they will assist the District in preparing its students for work in the construction trades by participating in construction academies and advisory committees the District might establish to pursue this goal, and by cooperating in providing mentors and other support for the District's effort and supporting the District's efforts to

secure placement of its students in pre-apprentice and other training programs with which the Unions and Contractors may be associated, and by setting up a program within the District to assist in the training of District students to become apprentices and succeed in careers in the construction industry. Further the Unions agree that they will provide at least 20 volunteers per year to assist the District in these undertakings.

(b) Further, to this end the Parties agree to an initial goal that Oakland residents, especially District students, will perform a minimum of 50% of the hours worked, on a craft by craft basis. In addition, the Parties agree to a goal that Oakland residents, especially District students, will perform 100% of Project apprentice hours, and that apprentices will perform 20% of the total hours or the ratio permitted under the State-approved apprenticeship Standards of the Joint Apprenticeship Program, by craft, on the Project (unless the State standard is higher, or for reasons of safety the work cannot be performed with that percentage of apprentices), with an additional goal that of the 50% at least 60 such students will perform work on the Project. The Unions and Contractors pledge to make good faith efforts to these goals in accordance with the lawful hiring-hall rules of the Union. A Contractor may qualify for half of the hours required on the Project by employing area residents or students on Non-District work.

- 6.4 The Parties agree to establish a Social Justice Committee. The Committee will be comprised of four Union members appointed by the Unions, four Contractor members (including the Administrator as one of these) appointed by the Administrator, and four community members appointed by the District, with the concurrence of the Unions. (The Parties also recognize that such a committee exists under the Maritime and Aviation Project Labor Agreement (MAPLA) and that they may mutually agree to recognize the Social Justice Subcommittee established under the MAPLA for this purpose.) The Unions and Contractors also agree to participate in the Social Justice Committee established in this Article.

- 6.5 The Social Justice Committee will periodically review whether the local hire and local apprentice hire goals are appropriate, and will recommend changes to the Parties to raise or lower those goals as the Committee deems appropriate based on the availability of the local work force. The Parties agree to make a good faith consideration of the recommendation.
- 6.6 The Social Justice Committee will have the right to refer a Party to Step 3 of the Grievance procedure of this Agreement if it determines that the Party has failed to make a good faith effort to achieve the goals set out in Section 6.3 of this Agreement.
- 6.7 The Parties recognize the continuing effect of discrimination and agree to cooperate in seeking to implement goals established by the District to achieve employment of a diverse workforce on District projects, as the District may periodically alter those goals.
- 6.8 The Parties recognize that the Apprenticeship training programs administered by the Joint Apprenticeship Training Committees require diversity and sensitivity training for race and gender bias elimination in their programs and that if these programs no longer provide those training activities that they will agree to work with any such program requirement that might be adopted by the Social Justice Committee established by this Agreement.
- 6.9 The Parties recognize that the expansion of employment opportunities in the Oakland area is mutually beneficial and that financial investment is the key to expanding construction opportunities. To the degree that it is consistent with law and fiduciary obligations, the Unions agree that they will seek to secure trust fund investments in local development activities that will enhance the lives and well-being of their members and expand the opportunities for employment in the community, as well as the opportunities for local small businesses to undertake development and construction activities in partnership with the Unions.
- 6.10 All employees working under this Agreement will adhere to all requirements for training and procedures promulgated to ensure compliance with environmental mandates to which the

Project work is subject. Failure to adhere to such requirements may be grounds for discipline, including termination.

- 6.11 The Parties acknowledge that the District may use up to \$400,000 of Measure A funds covered under this Agreement for small contracts that may be issued without making this Agreement a contract specification for construction work that would otherwise be covered. The purpose of this provision is to assist the District in making a transition to utilization of the Agreement and to assist small contractors in developing their contracting relationship with the District. In addition, the Parties agree that the Social Justice Committee may consider placing additional funds from the next local bond measure into this program. If the Committee cannot reach a decision on this issue, then the matter will be submitted to binding arbitration under Step 3 of the Grievance procedures in Article XII, with the Council and the District submitting their positions to the Arbitrator in writing. If the matter is not resolved prior to the availability of funds from the next local bond measure, the Parties agree that up to \$400,000 of these funds will be available until these procedures are completed. The Parties further agree that either chair of the Social Justice Committee may call a meeting to discuss the issue of bringing these additional funds to the program set out in this section, and that, in any event, the process of the Committee deliberating on this issue will commence no later than within 30 days of the passage by the voters of the authorizing the next local bond measure. The District will ensure that not more than 20% of the work of any craft be executed under this provision and the Unions agree that they will not undertake any strike or work stoppage against a contractor performing work at a District site under this provision and, when applicable, work under this program will be subject to the Labor Harmony requirements set out in Addendum E.

ARTICLE VII
UNION SECURITY

- 7.1 The Contractor(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement. For non-signatory contractors the Parties acknowledge that the collective bargaining relationship so established through this agreement is a pre-hire relationship permitted by Section 8(f) of the National Labor Relations Act.
- 7.2 No employee covered by this Agreement can be required to join any Union as a condition of being first employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of the referral shall maintain that membership while employed under the Agreement. All employees must, however, comply with the Union security provision of the applicable Schedule A Agreement for the period during which they perform Project work, except as modified by this Agreement.
- 7.3 The Unions will offer individuals referred through the social justice program to the Union's Apprenticeship Programs the most liberal time payment and organizing entry fees and dues otherwise available for new member applicants.
- 7.4 Authorized representatives of the Union(s) shall have access to the Project whenever work covered by this Agreement is being, has been or will be performed on the Project.
- 7.5 To the extent permitted by law, and in accordance with the established procedure of the Local Unions or Joint Apprenticeship Training Councils, the Unions will give credit for bona fide, provable past experience to applicants, including workers for non-union contractors that become signatory to this Agreement and individuals referred from the social justice program, and agree that those workers will be placed at the appropriate stage of apprenticeship or at the journey level as their experience may warrant.

ARTICLE VIII
REFERRAL

8.1 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor has his/her own core workforce, the Contractor may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- (3) were on the Contractor's active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award; and
- (4) have the ability to perform safely the basic functions of the applicable trade.

The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired ten (10) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Schedule A Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supercede the local hiring hall provisions of the Schedule A Agreement(s) as they relate to such contractors.

8.2 Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor for employees within a forty-eight (48) hour period after such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain work persons from any source. However, in this event the Contractor will, as a first source, use the social justice program established by this Agreement's to identify qualified and qualifiable Oakland resident applicants for employment, with special emphasis on identifying District students who are qualified or qualifiable for employment as apprentices or journeypersons. The identity of any such employees hired by the Contractor shall be immediately transmitted to the appropriate Local Union and such employees shall be bound by the Union Security provisions of this Agreement.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftspersons to fulfill the requirements of the Contractor(s). The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the City of Oakland to meet the needs of the Project and the requirements of the industry generally.

ARTICLE IX
WAGES, BENEFITS AND WORKING CONDITIONS

9.1 All Contractor(s) agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on the Project in the amounts designated in the applicable Schedule A, except that the Contractor is not required to pay contributions to any trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article.

However, this Agreement does not relieve Contractors that are signatory to Schedule A Agreements with the respective trades from their obligation to pay all trust fund contributions as outlined in the Schedule A Agreements.

- 9.2 By signing this Agreement and its Letter of Assent, the Contractors adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.
- 9.3 Hours, Terms and Conditions of Employment: The hours and other terms and conditions of employment on the Project shall be governed by the Schedule A Agreement of the respective crafts, copies of which shall be on file with the District, to the extent such Schedule A Agreement is not inconsistent with this Agreement.
- 9.4 Wages and benefits: The wages and benefits paid on the Project shall be as established by the applicable Prevailing Wage determinations of the DIR. If a Schedule A negotiated wage or benefit increase becomes the applicable prevailing wage, the Contractor will pay that new rate retroactively to the date that it went into effect as a result of the Schedule A upon which the prevailing wage determination is based.
- 9.5 Because of the constraints sometimes imposed when performing work at an operational school site or because of the schedule established to complete time-sensitive projects, the Parties recognize that the Contractor may need to establish shift start times, continuous shifts, four-by-ten shifts or a five-day work week (at 40 hours) for all crafts. However, this provision does not relieve the Contractor from paying wages (including over-time pay) according to the prevailing wage requirements. Once such a schedule is established, it may not be changed without the concurrence of the Unions involved and upon five working days notice of the proposed change.
- 9.6 The Parties agree to recognize the uniform drug and alcohol abuse prevention programs,

including testing for drug or alcohol contained within the Schedule A's of the signatory Unions.

ARTICLE X
COMPLIANCE

It shall be the responsibility of the Contractor(s) and Unions to investigate and monitor compliance with the provisions of the agreement contained in Article IX. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors on the Project. The District shall monitor and enforce the Contractors' compliance with this Project Labor Agreement in a manner consistent with law.

ARTICLE XI
JOINT ADMINISTRATIVE COMMITTEE

- 11.1 The parties to this Agreement intend to ensure the best possible harmony in labor-management relations on the Project and recognize that the Administrator shall strive to encourage the Parties toward that end.
- 11.2 In an effort to achieve that labor-management harmony the Parties shall establish a six (6) person Joint Administrative Committee. This Committee shall be comprised of three representatives selected by the Administrator and three from the Unions, one of whom will be a representative from the Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The Committee will be co-chaired by the Administrator and the representative from the Council.
- 11.3 The Joint Administrative Committee shall meet as required but not less than once each 3 months to review the implementation of the Agreement and the progress of the Project and resolve problems and/or grievances by majority vote with such resolutions to be binding on all signatories of the Agreement as provided herein. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to

OUSD Project Labor Agreement

the Joint Administrative Committee for resolution. The Joint Administrative Committee will meet upon the call of either co-chair, upon provision of sufficient notice of the issue to be discussed.

ARTICLE XII
GRIEVANCE ARBITRATION PROCEDURE

12.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, including the Schedule A Agreements that are a part of it, the same shall be settled by means of the procedures set out herein. Any decisions rendered by an arbitrator under the PLA will not have precedential effect on any other job or collective bargaining agreement. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within ten (10) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 12.1 may be extended by mutual agreement (oral or written) of the parties. All notices must be sent as well to the Administrator.

12.2 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved Contractor shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within five (5) business days to the Joint Administrative Committee, which shall meet within five (5)

business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties agree that an Arbitrator who will hear the grievance will be selected from among a list of arbitrators to be maintained by the Administrator by rotation, unless the parties to the dispute agree to break rotation in order to have the case heard more expeditiously. The Parties agree that they will utilize the list of arbitrators that has been agreed to under the Port of Oakland Maritime and Aviation Project Labor Agreement.

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement.

A written opinion may be requested by a party from the Arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 13.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this

OUSD Project Labor Agreement

Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII
JURISDICTIONAL DISPUTES

13.1 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interference's with the work because of jurisdictional disputes between signatory Unions.

In the event of a jurisdictional dispute between any signatory Unions, it is agreed that the procedures of this section shall be the exclusive process to be taken in an attempt to resolve the matter of the disputed assignment of work:

Step 1: The appropriate Union Representatives of the involved Crafts shall meet with the affected Contractor in an attempt to resolve the dispute within twenty-four (24) hours.

Step 2: If no settlement is reached, the appropriate International Union Representatives from each affected Craft will meet with the affected Contractor within five (5) calendar days.

Step 3: If no settlement is reached within five (5) calendar days, such dispute shall be referred to and settled by the procedure established by the Building and Construction Trades Department of the American Federation of Labor – Congress of the Industrial Organization.

In any event, the parties hereto agree that there will be no slowdown or stoppage of work, no picketing or other interference's and each agrees that the decisions of the authorities stipulated herein shall be final and binding upon them.

13.2 Enforcement of the award will be subject to the Plan established by the Department.

ARTICLE XIV
MANAGEMENT RIGHTS

14.1 The Contractor(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion, including the hiring, promotion, transfer, layoff, discipline or discharge for just cause of employees. No rules, customs or practices shall be permitted or observed which limit or restrict production,

or limit or restrict the working efforts of employees except that lawful manning provision in the Schedule A Agreement shall be recognized (provided that such provisions will not be recognized if they unduly restrict the productivity or efficiency of the work and the full utilization of the workforce).

- 14.2 There will be no limitation or restriction upon a Contractor's choice of materials, design or manufacture, nor upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools or other labor saving devices provided that such use is safe. The lawful fabrication provisions of a national or local collective bargaining agreement will be recognized.

ARTICLE XV
SAVINGS CLAUSE

The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law or regulation, or materially altered in a way that does not defeat the intent of the parties in undertaking this Agreement, by a court, agency or administrator of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

The parties also agree that in the event that a decision of a court of competent jurisdiction, or an agency or administrator, materially alters the terms of the Agreement such that the intent of the parties is defeated, and then the entire Agreement shall be null and void.

If a court of competent jurisdiction, or an agency or administrator, determines that all or part of the

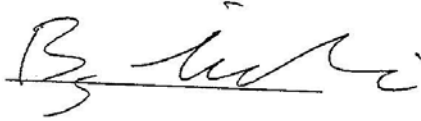
Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XVI
TERM AND METHOD OF APPLICATION

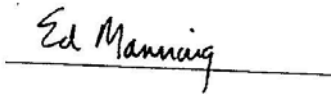
- 16.1 The Agreement shall be included as a condition of the award of the construction contract for the agreed upon work to be performed under this Agreement as set out in Section 2.3.
- 16.2 The Agreement shall continue in full force and effective until the completion of the Project, but shall cease to be applied to those elements of the Project for which a Notice of Completion has been published.

Agreed to this date: 13 February, 2008

For the Unions



For the Administrator



“Addendum A: Agreed To Letter of Assent

[Date]

[Addressee]

[Address]

[City and State]

Re: Oakland Unified School District,
Project Labor Agreement -- Letter of Assent

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the Oakland Unified School District, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Oakland Unified School District Project. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California State License Number: _____

Job Name and Number: _____

Name and Signature of _____

Authorized Person:

(Print Name)

(Title)

(Signature)

(Telephone Number)

(Facsimile Number)

PROJECT LABOR AGREEMENT
FOR
THE OAKLAND UNIFIED SCHOOL DISTRICT

Entered into between
Parsons Constructors, Inc.
and the
Building and Construction Trades Council of Alameda County, AFL-CIO
and
The Unions and Councils Signatory Hereto

Legislative File

File ID No. 08-0622
Introduction Date 3/18/08
Enactment No. _____
Enactment Date _____
By _____

TABLE OF CONTENTS

Introduction and Findings	Page 3
Article I (Definitions)	Page 5
Article II (Scope of Agreement)	Page 6
Article III (Effect of Agreement)	Page 8
Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts Prohibited)	Page 10
Article V (Pre-Construction Conference)	Page 14
Article VI (Non-Discrimination, Social Justice and Environmental Protection)	Page 14
Article VII (Union Security)	Page 18
Article VIII (Referral)	Page 19
Article IX (Wages, Benefits and Working Conditions)	Page 20
Article X (Compliance)	Page 22
Article XI (Joint Administrative Committee)	Page 22
Article XII (Grievance and Arbitration Procedure)	Page 23
Article XIII (Jurisdictional Disputes)	Page 25
Article XIV (Management Rights)	Page 25
Article XV (Savings Clause)	Page 26
Article XVI (Term and Method of Application)	Page 27
Addendum A: Agreed to Letter of Assent	Page 28
Addendum B: Letter regarding Fund Contribution Delinquencies	Page 29
Addendum C: Letter regarding Understanding on Trucking	Page 30
Addendum D: Letter regarding Understanding on Trust Fund Investments	Page 32
Addendum E: Labor Harmony provision for work out of scope	Page 33

INTRODUCTION AND FINDINGS

The purposes of this Project Labor Agreement (“Agreement”) between the Parsons Constructors, Inc. (“Administrator”), acting on behalf of the Oakland Unified School District (“District”), and the Building & Construction Trades Council of Alameda County, AFL-CIO (“Council”) and the various Union Organizations signatory to the Agreement (collectively referred to as the “Unions”) are to promote efficiency of construction operations during the performance of all construction work covered by this Project Labor Agreement (“the Project”), to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts or other workplace disruption, to promote the public interest in assuring the timely and economical completion of the Project, to support the efforts of the District to prepare its students for careers in the construction trades through its construction academies and pre-apprentice programs, and to promote the employment of Oakland residents and the use of Oakland-based businesses, especially small and disadvantaged businesses, on the District’s Project.

WHEREAS, the successful, economical and timely completion of the Project is of the utmost importance to the District; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council and employed by Contractors (including subcontractors) that are signatory to this and other agreements with these Unions; and

WHEREAS, it is recognized that on a project of this magnitude – which has multiple contractors and bargaining units on the job site at the same time and over an extended period of time, the potential for work disruption is substantial without a binding commitment to maintain continuity of work and refrain from work stoppages; and

WHEREAS, the interests of the general public, the District, the Administrator, the Unions

and Contractors would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interference with work; and

WHEREAS the District has always attempted to maintain positive labor-management relations with the unions that represent district employees, including those Unions affiliated with the Council, as well as the Unions that represent signatory contractors in the construction industry, in part and successfully to avoid such work stoppages; and

WHEREAS, the Parties desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractors, and further, to encourage close cooperation among the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the provisions of this Agreement prevail over, to the extent they are inconsistent with, the provisions of any legally binding Schedule A Agreement between a Contractor and the signatory Unions for work on the Project and they are not otherwise intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project; and

WHEREAS, contracts for work within the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code; and

WHEREAS, the District has the absolute right to select the lowest reliable and responsible bidder for the award of the construction contract on the Project; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project; and

WHEREAS, the parties to the Agreement understand that if the District finds the Agreement acceptable, the District will include the Agreement in the bid documents, contract specifications and other contract documents for all work covered by this Agreement.

OUSD Project Labor Agreement

4