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

THIS CONTRACT is entered into and effective **_____, 20_____** ("Contract" or "Agreement"), by and between **SunPower Corporation, Systems** ("Designer/Builder" or "SunPower") and **San Leandro 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) Bancroft Middle School, located at 1150 Bancroft Ave., San Leandro, CA 94577
(2) San Leandro High School, located at 2200 Bancroft Ave., San Leandro, CA 94577

("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 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 engineering, design, procurement, construction management, installation, construction, training, monitoring and verification, maintenance, operation, and repair; and

WHEREAS, 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 Contract:

SCOPE OF WORK	COST
Capital Charges: Solar PV Work at the School Sites, including twenty (20) year production guarantee (see separate agreement (**Exhibit "H**"))	**$5,511,583**
Service Charges (paid annually)**:** Twenty Year Operations and Maintenance – Per Separate Agreement **(Exhibit "B")**	**$453,933**
TOTAL FOR CAPITAL AND SERVICE CHARGES	**$5,965,516**

("Contract Price"). The District shall carry an allowance of $25,000, not included in the scope of work above, for unforeseen soil or underground conditions at all school sites. 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 1,777,792 (kWh) of energy in year one of system operation, produced through the following systems:

School Site	Product Type	System Size at Each Site (kWdc)	Capacity % Split (if Multiple System Types)	Expected First Year Output (kWh)	EPC PRICE ($/Watt) – includes PeGu	O&M Fee Years 0-10	O&M Fee Years 11-20	O&M Fees All 20 Years
Bancroft MS	Carport/T5/Shade Structure	240	22%/42%/36%	363,829	$5.41	$50,076	$64,102	$114,179
San Leandro HS	Carport/T5/ Shade Structure	939	43%/8%/49%	1,413,963	$4.49	$149,010	$190,745	$339,754
	Totals:	1179	39%/15%/46%	1,777,792	$4.68	$199,086	$254,847	$453,933

System Type Key: **T5** = SunPower Self-Ballasted Rooftop System

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

All as further described in this Contract and Exhibits ("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 the "Designer/Builder Requests Permission to Operate Letter From Utility" specified in **Exhibit "C"** for each Site. (*For example, if Designer/Builder requests "Permission to operate letter(s)" for all but the **San Leandro High School Site**, the total liquidated damages amount during that time that this one (1) site is not operating shall be **$938.90 per calendar day ($938.90)*** These liquidated damages apply only to the Construction portion of this Contract and not to the Operations & Maintenance Agreement, as described in **Exhibit "B,"** or the Agreement for Production 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"). It is a

condition precedent to the District's obligations under this Contract that the District's Board of Education approves the Project under CEQA and/or exempts the Project from CEQA, although the District will pay for undisputed and documented design and/or planning services rendered to date in response to Notice(s) to Proceed ("NTP") if the District cannot comply with CEQA. See **Exhibit "C"** for information regarding the Project's Schedule and the intended timing of the District's issuance of an NTP. The Parties acknowledge that Designer/Builder is not obligated to commence construction portions of the Work under an NTP unless and until the above condition precedent to the District's obligations have been satisfied or waived.

6. The District may seek funding and/or financing as part of the Qualified Zone Academy Bonds (QZAB) program. If the District pursues this funding and/or financing, Designer/Builder agrees to assist the District in those efforts and shall facilitate the involvement of the QZAB program's necessary donation partner (or "10% partner") which may be, without limitation, Project Lead the Way.

7. 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.

8. The Contract includes only the following documents, as indicated ("Contract Documents"):

X	Terms and Conditions to Contract	X	**Exhibit "A" (Scope of Work)**
X	Non-Collusion Affidavit	X	**Exhibit "B" (Operations & Maintenance ("O&M") Agreement)**
X	Prevailing Wage Certification		
X	Workers' Compensation Certification	X	**Exhibit "C" (Schedule)**
X	Criminal Background Investigation Certification	X	**Exhibit "D" (Contract Price Breakdown Payment Schedule)**
X	Drug-Free Workplace / Tobacco-Free Environment Certification	X	**Exhibit "E" (Schedule of Values)**
X	Asbestos & Other Hazardous Materials Certification	X	**Exhibit "F" (District's Rules and Regulations)**
X	Lead-Product(s) Certification	X	**Exhibit "G" (List of Plans, Specifications and Drawings for School Sites)**
X	Roofing Contract Financial Interest Certification	X	**Exhibit "H" (Solar Systems Production Guarantee)**
X	Iran Contracting Act Certification	X	**Exhibit "I" (Warranties**)
X	Insurance Certificates and Endorsements	X	**Exhibit "J" (Academy Program)**
X	Performance Bond (District's Form)	X	**Exhibit "K" (Additional Contract Documents)**
X	Payment Bond (District's Form)	X	**Exhibit "L" (Davis Bacon Wage Information)**
X	Plans (See Exhibit "G" for List of Plans and Specifications)	X	**Exhibit "M" (Project Stabilization Agreement)**
X	Work Specifications (See Exhibit "G" for List of Plans and Specifications)	X	**Exhibit "N" (PG&E Easement)**
		X	**Exhibit "O" (Education Program)**

Interpretation of Contract Documents: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Plans, Specifications and Drawings, shall be resolved by giving precedence in the following order:

1. District-approved modifications, beginning with the most recent (if any);
2. The base Contract's provisions (through Section 15);
3. The Terms and Conditions to Contract;

4. Exhibit “A”;
5. Exhibit “K”;
6. The Additional Contract Documents;
7. Figured dimensions;
8. Large-scale drawings;
9. Small-scale drawings.

In the event there is an inconsistency between any of the Contract Documents, the Designer/Builder shall notify the District and perform the Work in accordance with the stardard approved by the District.

9. 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.

10. 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.

11. 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 Contract may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.

12. 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.

13. The Designer/Builder shall not contract with any subconsultants to perform architecture or engineering for the Project, without the District’s pre-approval, which shall not be unreasonably withheld. 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	Nathan Griset
Senior Project Manager and Team Leader for Project Execution	Pat Dalton
Project Development	Bill Kelly, P.E.
Project Management	Rita Soto
Project Engineering	Ross Heiman
Development Engineering	William Yeager
Project Design	Austin Quig-Hartman
Electrical Engineering	Priyantha Sirisooriya, P.E.
Civil, Structural, & Geotechnical Engineering	Peter Todd, P.E.
Construction Management	Clint Ash

Safety	Bryan Baker
QA/QC	Ben Tuke
Procurement	Erin McGee
Performance Engineering	Ben Bourne
Architect	TBD
General Contractor	TBD

14. By signing this Contract, 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.

15. 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: _____, 20___

San Leandro Unified School District

Signature: _____

Print Name: _____

Print Title: _____

_____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

Dated: _____, 20___

SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich_____

Print Title: VP Sales, U&C Americas_____

Cal. Contractor License No.: 890895 _____

Address: 1414 Harbour Way South, Richmond, CA 94804

Telephone: 510-540-0550_____

Notice. Any notice required or permitted to be given under this Contract 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 at any site until it receives Notice to Proceed. The District reserves the right to issue multiple Notices to Proceed related to the Project, as indicated in **Exhibit "C," and shall utilize the attached form with that form's requirements.**

2. **SITE EXAMINATION:** After the Designer/Builder has performed its Design Development services, but in no case longer than forty-five (45) days from the 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 except for those disclosed by Designer/Builder in its certification and for which a price to mitigate or fix the condition has been agreed to by the Parties. Notwithstanding the aforementioned, should the Designer/Builder discover any latent or unknown conditions, which will substantively and materially affect the cost to perform the Work hereunder, Designer/Builder may request that the District permit Designer/Builder to increase system sizes elsewhere on site.

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 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 Contract, or if Designer/Builder fails to fulfill in a timely and professional manner Designer/Builder's material obligations under this Contract, or if Designer/Builder shall violate any of the material terms or provisions of this Contract, and any such failure is not excused by the terms of this Contract, the District shall have the right to terminate this Contract, in whole or in part, unless such failures and violations are caused by the District, effective immediately upon the District giving twenty (20) 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 Contract, 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 Contract 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 Contract if the District does not fulfill its material obligations under this Contract. 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 sixty (60) cumulative 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 Ten Percent (10%) on subcontractor labor and Five Percent (5%) 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, provided that Desinger/Builder closely coordinates its operations with the District so that the District's operations are minimally impacted by the Designer/Builder's operations. District representatives shall 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, and barriers, 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 Contract 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" or "Acceptance of Work").

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 Contract 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 PG&E. 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 PG&E for sake of the Production 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 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 Contract 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 after seventy-five percent (75%) of the Capital Charges have been paid to Designer/Builder 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 five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200, 7201 and 9200, et seq. The District may, at its discretion, reduce the retention and/or file a partial notice of completion for one site.

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 judge of fair market value, which shall be reasonably determined. 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:

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. District represents that there are no existing approvals or other DSA actions required from previous projects that may impact DSA's approval of Designer/Builder's design.

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. ANTIDISCRIMINATION: 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 Contract. 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 Production Guarantee, the Services pursuant to the O&M Agreement or the warranties indicated this Contract, 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.

30. DESIGNER/BUILDER'S INSURANCE: Designer/Builder has in force, and during the term of this Contract 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:

- $15,000,000 each occurrence
- $15,000,000 aggregate

30.4. **Professional Liability insurance (Errors & Omissions).** Coverage to be written on an 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 the date the District accepts all completed Work.

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 Contract, 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 Contract ("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 Contract.

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 Contract 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 Contract, 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. The District is subject to the California Department of Industrial Relation's Compliance Monitoring Unit's labor compliance program. The Designer/Builder specifically acknowledges and understands that it shall fully comply with the California Department of Industrial Relation's Compliance Monitoring Unit's labor compliance program at no cost to the District.

37.2. **Project Stabilization Agreement.** The District has entered into a Project Stabilization Agreement with Building and Construction Trades Council of Alameda County and local trade unions (PSA). The Designer/Builder shall comply with the PSA.

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.

48.9. **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 PG&E) 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 Contract in a timely manner and to avoid unreasonable delay in the Project.

50. LIABILITY OF DISTRICT

50.1. Other than as provided in this Contract, and except as prohibited by law, District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, 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 Contract for the Services performed in connection with this Contract.

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. PRODUCTION GUARANTEE. Designer/Builder hereby guarantees to District guaranteed energy output from each System as indicated in the attached **Exhibit "H"** (Solar Systems Production Guarantee) ("Production Guarantee" or "Performance Guarantee"). The Production 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 Production Guarantee, then the Designer/Builder shall take all necessary actions to satisfy the Production Guarantee, at no expense to the District.

NON-COLLUSION AFFIDAVIT
Public Contract Code section 7106

TO BE EXECUTED BY DESIGNER/BUILDER AND SUBMITTED WITH CONTRACT

STATE OF CALIFORNIA)
) ss. COUNTY OF _____)

_____ of the party making the foregoing bid or contract , that the bid or contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid or contract is genuine and not collusive or sham; that the bidder or contractor has not directly or indirectly induced or solicited any other bidder or contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or contractor or anyone else to put in a sham bid or contract, or that anyone shall refrain from bidding or issuing a proposal; that the bidder or contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price or contract price or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid or contract are true; and further, that the bidder or contractor has not, directly or indirectly, submitted his or her bid price or contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid or contract.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: _____

Proper Name of Designer/Builder: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: VP Sales, U&C Americas

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

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: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: VP Sales, U&C Americas

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: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: VP Sales, U&C Americas

(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

X 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: Patrick Dalton or designated responsible party_____

Title: Senior Project Manager_____

_____ 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 contract 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: SunPower Corporation, Systems_____

Signature: _____

Print Name: Jeffrey Dasovich_____

Title: VP Sales, U&C Americas_____

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: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: VP Sales, U&C Americas

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: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: VP Sales, U&C Americas

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 there from. 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: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: VP Sales, U&C Americas

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

I, Jeffrey Dasovich, SunPower Corporation, Systems
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 Jeffrey Dasovich, SunPower Corporation, Systems
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, Jeffrey Dasovich, SunPower Corporation, Systems
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"): SunPower Corporation, Systems

Mailing address: 1414 Harbour Way South, Richmond, CA 94804

Address of branch office used for this Project: 1414 Harbour Way South, Richmond, CA 94804

If subsidiary, name and address of parent company: N/A

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: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: VP Sales, U&C Americas

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Designer/Builder shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Designer/Builder's Proposal is less than one million dollars ($1,000,000).

OR

X 2. Designer/Builder's Proposal is one million dollars ($1,000,000) or more, but Designer/Builder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Designer/Builder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Designer/Builder's Proposal is one million dollars ($1,000,000) or more, but the District has given prior written permission to Designer/Builder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Contract**.

I certify that I am duly authorized to legally bind the Designer/Builder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Designer/Builder: SunPower Corporation, Systems

Signature: _____

Print Name: Jeffrey Dasovich

Title: VP Sales, U&C Americas

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 **San Leandro 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 warrantees of materials and workmanship for one (1) year from the completion date of the work of this Contract, 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 Contract, 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 there under 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 **San Leandro 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 or alternate energy equipment 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 1,777,792 kilowatt-hours (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, engineers, and low voltage, data, and telephone consultants related to the installation of the data acquisition system 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, but only that the District currently has, related to the School Sites including geotechnical reports; topographic surveys; as-built documentation including architectural, electrical, mechanical and structural construction drawings that represent the current state of and the original construction of the buildings on each site; 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 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 Contract 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.

2.4.6. The District will review and approve design documentation based on the requirements in this Agreement. Additional documents may be requested by the District as needed. The precise organization and format of the design submittals shall be agreed upon by Designer/Builder and the District prior to the first design submission. The District will review all submittals, may provide written comments, and may conduct design review meetings for each stage of the process. Designer/Builder shall provide additional detail, as required for District design review and approval, at each successive stage of design review. Designer/Builder shall not order equipment and materials until Schematic Design submittals have been approved. Designer/Builder shall not begin construction until Construction Documents have been approved and all required permits have been obtained, including DSA approval. The District will formally approve, in writing, each phase of the design and is the sole arbiter of whether each phase of the design has been completed. The Designer/Builder shall not enter a subsequent design phase without the approval of the District.

2.4.7. Designer/Builder shall be held solely responsible for obtaining approvals from the District, including revising designs as necessary until they are given approval by the District and all other required entities and organizations. System design shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations for construction projects of jurisdictions with authority over the District. Designer/Builder is responsible for providing designs approved by professionals of all necessary disciplines, each duly licensed in the State of California. Designer/Builder's designs shall conform to the District's deterimination of aesthetics, and the designs must not conflict with any current District operations.

2.4.8. 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.

2.4.9. 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.

2.4.9.1. Construction Documents must be reviewed and approved by the DSA. Designer/Builder shall be responsible for obtaining all DSA approvals and shall account for DSA requirements in their system designs, project pricing, and schedule. Designer/Builder represents to the District that it has a complete and accurate understanding of DSA requirements.

2.4.10. 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.

2.4.11. Designer/Builder shall coordinate with the District's DSA Project Inspector(s).

2.4.12. Designer/Builder shall provide computer-generated pictures of the construction,

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.

2.4.13. As part of the basic Services pursuant to this Contract, 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:

2.4.13.1. Ground contamination or hazardous material analysis.

2.4.13.2. Any asbestos and/or lead testing, design or abatement.

2.4.13.3. 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.

2.4.13.4. Historical significance report.

2.4.13.5. Re-zoning: it is assumed that the proposed locations are zoned for solar electric installations and no delays will occur due to zoning issues.

2.4.13.6. Easement adjustments: it is assumes 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 or delayed.

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, the Contract creates a non-exclusive and perpetual license for District to use, at its discretion, in connection with this Contract, 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 Contract, 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 Contract.

2.6.3. The Designer/Builder shall perform the Services and prepare design documents under the Contract with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Designer/Builder shall deliver to the District, on request "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 the Contract, 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), assuming the District has made all payments to Designer/Builder as required by the termination provisions in this Contract.

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. Where applicable one set of fixed image CADD files in DXF format of the drawings that are part of the Contract.

2.6.5.3. Where applicable 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, and reports prepared by the Designer/Builder under the Contract.

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 licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

2.8. **Design Submittals**

2.8.1. Designer/Builder shall prepare a comprehensive submittal package for each phase of the design Services that will be reviewed and approved by the District. Each submittal package shall include, at a minimum, the following documenation in sufficient detail for the corresponding phase of the design:

2.8.1.1. Site Layout Drawings

2.8.1.2. Construction Specifications (trenching, mounting, etc.)

2.8.1.3. Equipment Layout Drawings

2.8.1.4. Detailed Drawings

2.8.1.5. Fire Access Lane Details (for parking lots)

2.8.1.6. Single-Line Diagrams

2.8.1.7. Architectural Drawings (include elevations of solar carport structures)

2.8.1.8. Mechanical Drawings

2.8.1.9. Geotechnical Drawings

2.8.1.10. Manufacturer's Cut Sheets

2.8.1.11. Equipment Specifications

2.8.1.12. Data Acquisition System (DAS) Specifications, Cut Sheets, and Data Specifications

2.8.2. Designer/Builder shall include adequate time for District review and approval of submittals, as well as re-submittals and re-reviews. The maximum District review time shall be ten (10) days from the date of receipt of each submittal package during each phase of the design review.

2.8.3. In addition to other submittals required of Designer/Builder, Designer/Builder shall provide the following submittals as part of the performance of the Services. The cost of developing and providing submittals shall be included in the Contract Price.

Submittal	**Submittal Date**
I. System Design	
a. System Design Documentation	At each design milestone
b. Warranties	At Construction Documents milestone
c. Testing Plan	At Construction Documents milestone
d. Training Plan	At Construction Documents milestone
e. Power production modeling	At Construction Documents milestone
II. Procurements and Construction	
a. Quality Assurance / Quality Control (QA/QC) Plan	30 days before commencement of construction
b. As-built Documentation	After completion of Proving Period
III. Commissioning/Testing	
a. Acceptance Test Results	After Acceptance Test
b. Startup Test Results	After Startup Test
c. Monitoring Data (Proving Period)	Continually throughout Proving Period
d. Proving Period Report	30 days after System Startup
IV. Training	
a. Training Materials	30 days before Training Session
b. Monitoring Manual	30 days before Training Session

c. Operations & Maintenance Manual	30 days before Training Session

Article 3. DESIGN SERVICES BY PHASE

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

3.1.1.1. Physical characteristics;

3.1.1.2. Legal limitations and utility locations for the Project site(s);

3.1.1.3. Written legal description(s) of the Project site(s);

3.1.1.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

3.1.1.5. Adjacent drainage;

3.1.1.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);

3.1.1.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

3.1.1.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;

3.1.1.9. Surveys, reports, as-built drawings;

3.1.1.10. Subsoil data, chemical data, and other data logs of borings;

3.1.1.11. 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.

3.1.2. Designer/Builder shall Visually Verify this information and all existing utilities related to the Project 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. Designer/Builder shall also verify and document the location of all underground utilities potentially impacting the project using ground penetrating radar.

3.2. **Schematic Design and Design Development Phases.** The Designer/Builder shall prepare for the District's review design reports, 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, Schematic Design preparation and Design Development preparation 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. Designer/Builder shall prepare "Schematic Design" documents consisting of drawings and other documents illustrating the scale and relationship of Project components, including but not limited to, schematic design studies, site utilization plans, PV array layouts, a shading analysis, module glare analysis, electrical single-line diagrams, equipment lists and bills of material, and equipment cut sheets or specifications.

3.2.3. Designer/Builder shall prepare "Design Development" documents consisting of elevations, cross sections, and other drawings and documents necessary to depict the design of the Project. This submittal shall include architectural, structural, geotechnical, mechanical and electrical design documents and equipment specifications to illustrate the size, character, and quality of the Project and demonstrate that it meets the performance specifications defined in this RFP. The Design Development documents shall represent 100% of the intended scope for the Project.

3.2.3.1. Solar system layout at the School Sites.

3.2.3.2. Structural

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

3.2.3.2.2. Layout structural and identify structural systems

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

3.2.3.3. Landscape and Hardscape

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

3.2.4. Presentation

3.2.4.1. Designer/Builder shall present and review with the District the detailed design information and deliverables for this phase, including both Schematic Design and Design Development documents.

3.3. **Construction Documents Phase.** Upon District's acceptance of Designer/Builder's work in the Schematic Design and Design Development Phases and assuming District has not delayed or terminated the Contract, the Designer/Builder shall prepare from the accepted deliverables from the previous design phase a set of 100% complete construction documents ("CDs") for submission to DSA and for review by the District. The CDs shall conform to all applicable governmental, regulatory, and code requirements, and all pertinent federal, state, and local permitting agencies. The CDs shall show the work to be done, as well as the materials, workmanship, finishes, and equipment required for the Project. CDs shall comply with and illustrate methods to achieve, at a minimum, all proposed performance specifications. The CDs shall be stamped and signed by professionals of all necessary disciplines, each duly licesed in the State of California, including without limitation a licensed architect and a licensed engineer. The CD's shall 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. Electrical

3.3.3.1. Electrical plans completed

3.3.3.2. Projected energy production calculations and report.

3.3.4. Landscape and Hardscape

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

3.3.4.2. Trees impacting solar production will be identified for District trimming or 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 information on 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. Record Drawings shall be stamped and signed by a professional of all necessary disciplines, including without limitation an architect and an engineer, that are duly licensed in the State of California.

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 Project shall be installed to conform to National Electric Code, Division of the State Architect ("DSA") requirements, PG&E 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, PG&E, and others as needed to achieve project approval.

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

4.1.3. Installation of elevated solar carport 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 the site examination certification per section 2 of the Terms and Conditions of this Contract, 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 and Proposition 39.** The CSI provides financial incentives to customers installing PV systems in the investor owned utility territories of Pacific Gas and Electric (PG&E), 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.

The District has prepared and submitted the necessary documentation for energy production incentives from the CSI. Due to the short supply of remaining incentive funds, the District has been placed on the waitlist for the CSI incentives. Upon execution of the Agreement, Designer/Builder shall be responsible for completing any further actions necessay to secure the incentives, including actions necessary to ensure compliance with the PG&E's net metering program, all interconnection agreements, and related documents for the District participation and utilization of the benefits of the CSI program. Designer/Builder shall attend all site verification visits, and shall assist the District in satisfying the requirements of the CSI program and in providing updated documentation to CSI program administrators throughout the Project, as required by rules of the CSI program. All incentives shall be paid directly from CSI to the District.

Designer/Builder shall assist the District in satisfying the requirements of Proposition 39 (the California Clean Energy Jobs Act) and in providing updated documentation to applicable state agencies related to Proposition 39, including the California Energy Commission.

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. **Protection Of Existing Structures And Utilities**

4.4.1. 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, unless it complies with the provisions of the "Change in Scope of Work" in the Terms & Conditions to Contract.

4.4.2. 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.

4.4.3. Landscape and Hardscape

4.4.3.1. Designer/Builder shall perform all landscape and hardscape work at 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 Project.

4.4.4. Designer/Builder shall ensure that none of the undergrounding power lines it installs 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 design and install either (1) a cathodic protection system to protect such utilities or (2) another protection system approved by the District.

4.5. **Site Access**

4.5.1. Exclusive of local ordinances, District will reasonably grant access to construction site during standard working hours (7 am – 5 pm, Monday-Friday), provided that Desinger/Builder closely coordinates its operations with the District so that the District's operations are minimally impacted by the Designer/Builder's operations. Designer/Builder shall coodinate its operations with the District, so that the District's operations are minimally impacted.

4.5.2. 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.

4.5.3. District and Designer/Builder shall provide 24/7 unrestricted access to existing electric utility meter and the utility lockable disconnect location

4.5.4. 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

4.5.5. District to permit use of a temporary diesel generator onsite during construction activities, subject to local ordinances.

4.6. **Specific Requirements:**

4.6.1. **General Considerations.** All documentation and components furnished by Designer/Builder shall be developed, designed, and/or fabricated using high quality design, materials, and workmanship meeting the requirements of the District and all applicable industry codes and standards. Designer/Builder shall perform the Work in accordance with all standards within these Specific Requirements. The installations shall comply with at least, but not limited to, the latest approved versions of the International Building Code (IBC), National Electrical Code (NEC), Pacific Gas and Electric (PG&E) Interconnection Requirements, and all other federal, state, and local jurisdictions having authority.

4.6.2. **Electrical Design Standards.** All Work shall comply with at least, but not limited to, the following electrical industry standards, wherever applicable:

- Electronic Industries Association (EIA) Standard 569
- Illumination Engineering Society of North America (IESNA) Lighting Standards
- Institute of Electrical and Electronics Engineers (IEEE) Standards
- National Electrical Manufacturers Association (NEMA)
- National Electric Code (NEC)
- Insulated Power Cable Engineers Association (IPCEA)
- Certified Ballast Manufacturers Association (CBMA)
- Underwriters Laboratories, Inc. (UL)

- National Fire Protection Association (NFPA)
- Pacific Gas and Electric Utility Requirements
- American National Standards Institute (ANSI)
- Occupational Health and Safety Administration (OSHA)
- American Disabilities Act (ADA)
- American Society for Testing and Materials (ASTM)
- National Electrical Contractors Association (NECA)
- National Electrical Testing Association (NETA)
- International Building Code (IBC)
- All other authorities having jurisdiction

4.6.3. **Modules.** In addition to other applicable standards, the PV modules provided by Designer/Builder shall comply with at least, but not limited to, the following:

4.6.3.1. IEEE 1262 "Recommended Practice for Qualifications of Photovoltaic Modules".

4.6.3.2. Modules shall be new, undamaged, fully warranted without defect.

4.6.3.3. Modules shall comply with the State of California SB1 Guidelines for Eligibility, listed at: http://www.gosolarcalifornia.org/equipment/pv_modules.php

4.6.3.4. Modules shall have minimum maintenance requirements and high reliability, have a minimum 25-year design life, and be designed for normal, unattended operation.

4.6.3.5. Bolted and similar connections shall be non-corrosive and designed to prevent twisting over the 25-year design life of the PV system.

4.6.3.6. The environmental impact of any hazardous material in the PV modules must be disclosed to the District, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life.

4.6.4. **Inverters.** In addition to other applicable standards, inverters provided by Designer/Builder must comply with at least, but not limited to the following:

4.6.4.1. Inverters shall be suitable for grid interconnection and shall be compliant with all PG&E interconnection requirements.

4.6.4.2. Inverters shall comply with the State of California SB1 Guidelines for Eligibility, listed at: http://www.gosolarcalifornia.org/equipment/inverters.php

4.6.4.3. IEEE 929-2000 – "Recommended Practice for Utility Interface of Photovoltaic Systems".

4.6.4.4. Inverters must automatically reset and resume normal operation after a power limiting operation.

4.6.4.5. The inverter shall be capable of continuous operation into a system with voltage variation of plus or minus 10% of nominal. The inverter shall operate in an ambient temperature range of -20°C to +50°C.

4.6.4.6. Inverters shall include all necessary self-protective features and self-diagnostic features to protect the inverter from damage (in the event of component failure or from parameters beyond normal operating range due to internal or external causes). The self protective features shall not allow the inverters to be operated in a manner which may be unsafe or damaging.

4.6.4.7. Inverters shall be sized to provide maximum power point tracking for voltage and current range expected from PV array for temperatures and solar insolation conditions expected for Project conditions.

4.6.4.8. Inverters shall be capable of adjusting to "sun splash" from all possible combinations of cloud fringe effects without interruption of electrical production.

4.6.4.9. Inverters shall be UL 1741 and IEEE 1547 compliant.

4.6.4.10. Inverters shall have a THD < 5%.

4.6.4.11. Enclosures shall be rated NEMA 3R within an appropriate shelter.

4.6.4.12. Power factor shall be 0.99 or higher.

4.6.4.13. Inverter selection shall take into account anticipated noise levels produced and minimize interference with District activities.

4.6.5. **Mounting Systems.** The mounting systems shall be designed and installed with reliable components proven in similar projects, and the PV modules may be fixed. The mounting systems shall be designed to resist dead load, live load, corrosion UV degradation, wind loads, and seismic loads appropriate to the geographic area over the expected 25-year lifetime. Designer/Builder shall submit an analysis of each structure impacted by the Project, and Designer/Builder shall submit all supporting evidence, calculations, and documentation. The analysis shall demonstrate that existing structures are not compromised or adversely impacted by the installation of PV systems, equipment, or other activity related to the Work. Mounting systems must also meet the following requirements at a minimum:

4.6.5.1. All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 25-year design life. Design of structural components shall account for the prevention of corrosion at the connections between dissimilar metals.

4.6.5.2. Thermal loads caused by fluctuations of component and ambient temperatures shall be accounted for in the design and selection of mounting systems such that neither the mounting system nor the surface on which it is mounted shall degrade or be damaged over time.

4.6.5.3. Each PV module mounting system must be certified by the module manufacturer as (1) an acceptable mounting system that shall not void the module warranty, and as (2) a conforming mounting system per the module manufacturer's mounting parameters.

4.6.5.4. Final coating and paint colors shall be reviewed and approved by the District during Design Review.

4.6.5.5. Painting or other coatings must not interfere with the grounding and bonding of the array.

4.6.6. **Corrosion Control.**

4.6.6.1. Each PV system and associated components must be designed and selected to withstand the environmental conditions of the site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed.

4.6.6.2. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.

4.6.7. **Roofing Requirements.** The installation of PV modules, inverters and other equipment shall provide adequate room for access and maintenance of the existing building and existing fixtures. A minimum of three feet of clearance will be provided between PV equipment and

existing mechanical equipment and other equipment mounted on the roof. A minimum of four feet of clearance shall be provided between PV equipment and the edge of the roof. Clearance guidelines of the DSA as well as the local fire marshal shall be followed. The installation of solar systems of roof tops will be reviewed by the DSA for code compliance by adherence to the State Fire Marshal Solar Photovoltaic Installation Guideline. The PV equipment shall not be installed in a way that obstructs air flow into or out of building systems or equipment. Proposed roof top mounted systems may be ballasted or penetrating systems and must meet or exceed the following requirements:

4.6.7.1. Systems shall not exceed the ability of the existing structure to support the entire solar system and withstand increased wind uplift and seismic loads. The capability of the existing structure to support proposed solar systems shall be verified by Designer/Builder prior to design approval.

4.6.7.2. All racking systems shall allow for the District staff to perform roof inspection, cleaning, and maintenance operations with minimal obstructions from the racking; maintenance activities include, but are not limited to, leak identification, or repair once the solar system is installed.

4.6.7.3. Roof penetrations, if part of the mounting solution, shall be kept to a minimum.

4.6.7.4. Designer/Builder shall perform all work so that existing roof warranties shall not be voided, reduced, or otherwise negatively impacted.

4.6.7.5. No work shall compromise roof drainage, cause damming or standing water or cause excessive soil build-up.

4.6.7.6. All materials and/or sealants must be chemically compatible.

4.6.7.7. Thermal movement that causes scuffing to the roof must be mitigated as part of the mounting solution.

4.6.7.8. All roof penetrations shall be waterproofed.

4.6.7.9. The Designer/Builder shall not create a roof penetratration until, as part of system design review and approval, Designer/Builder submits detail(s) for the sealing of that roof penetrations, and the detail(s) are approved in writing by the District and the manufacturer of the existing roofing system. The District will make available the roofing manufacturer for each building for consultation with Designer/Builder as part of the design process.

4.6.7.10. All roofing work shall be performed by a licensed roofing contractor who is certified by the roofing materials manufacturer for the specific materials or systems comprising each roof upon which a solar system will be installed.

4.6.7.11. As part of the design submittals, Designer/Builder shall include signed certificates from the roofing manufacturer stating:

- The roofing contractor is certified installer of the complete roofing system.
- The manufacturer's Technical Representative is qualified and authorized to approve the complete roofing system.
- Project plans and specifications meet the requirements of the existing roof warranty.
- Existing warranty incorporates the new roofing work and flashing work.

4.6.7.12. Any damage to roofing material during installation of PV systems must be remedied by the Designer/Builder.

4.6.7.13. The installation of PV modules, inverters and other equipment on building roofs will be designed to minimize visibility of the equipment from the ground.

4.6.8. **Shade Structure Requirements.** Designer/Builder is responsible for incorporating the following elements in the design and construction of the Project:

4.6.8.1. Minimum height: all shade structures shall be designed to have a minimum clear height of ten (10) feet.

4.6.8.2. Maximum height: At the south parking lot next to San Leandro High School there are specific height restrictions. Upon approval by District and PG&E, all shade structures and equipment shall be design and installed to have a maximum height of fifteen (15) feet above the surface of the ground or parking lot pavement in the PG&E Wire Easement area, adjacent to San Leandro High School on Bancroft Avenue. Designer/Builder will be responsible for gaining all PG&E encroachment approvals and waivers.

4.6.8.3. All shade structures shall be installed with fascia surrounding the exposed edge of the structure's purlins.

4.6.8.4. Shade structures located in parking lots shall have above-grade concrete pier foundations.

4.6.8.5. Shade structure columns, beams, and fascia shall be painted or finished to match site colors or to a finish of the District's approval.

4.6.8.6. Shade structures and all attached equipment shall be designed and installed so as to minimize the ability to climb structures

4.6.8.7. Shade structures shall be installed such that the finished height of the array is uniform and is subject to the District's approval at design submittal.

4.6.9. **Ancillary Equipment Enclosures.** Designer/Builder will be responsible for incorporating the following elements in the design and construction of the Project:

4.6.9.1. All string inverters for carports will be column mounted to the carport structure. String inverters for the rooftop arrays will be wall mounted.

4.6.9.2. All ground mounted ancillary equipment shall be surrounded by a fence to prevent students, vandals, and trespassers from gaining access. The fence shall be a six (6) foot high chain link fence.

4.6.9.3. All ancillary equipment shall be located in a manner that minimizes its impact to normal District operations and minimizes resulting visual impacts.

4.6.10. **Lightning and Surge Protection**

4.6.10.1. Designer/Builder shall utilize lightning arrestors to protect appropriate equipment from lightning strikes.

4.6.10.2. Designer/Builder shall utilize surge suppressors to protect the appropriate equipment from electrical surges.

4.6.11. **Short Circuit Coordination Study**

4.6.11.1. The Designer/Builder shall conduct a short-circuit and coordination study (SCCS) that includes all of the overcurrent protective devices installed on the project (AC/DC fuses and AC/DC circuit breakers). This study will ensure that the devices

installed as part of a PV system are coordinated with the rest of a site's distribution, preventing an unintentional outage due to an isolated PV system fault.

4.6.11.2. The study shall be submitted, with calculations, for District review and approval as part of design review.

4.6.12. **Wiring and Cabling Runs**

4.6.12.1. Designer/Builder shall layout and install all AC conductors in conduit.

4.6.12.2. Conduit buried underground shall be suitable for the application and compliant with all applicable codes. PVC shall be constructed of a virgin homopolymer PVC compound and be manufactured according to NEMA and UL specifications. All PVC conduit feeders shall contain a copper grounding conductor sized per NEC requirements and continuity shall be maintained throughout conduit runs and pullboxes. Pullboxes shall be traffic rated with lockable lids. Minimum conduit size shall be ¾". A tracing/caution tape must be installed in the trench over all buried conduit. All underground conduits placed in trenches, buried under roadways, or swales shall be encased with red dyed concrete slurry cap.

4.6.12.3. Conduit installed using horizontal directional boring (HDB), shall include tracer tape or traceable conduit. The minimum depth of the conduit shall be per NEC 2011 Article 300.5. The Designer/Builder is responsible for demonstrating that all conduits installed utilizing horizontal boring meets the minimum depth requirement and is solely responsible for any remediation costs and schedule impacts if the specification is not met. Designer/Builder must provide documentation of final depth and routes of all conduit installed in horizontal bores.

4.6.12.4. Conduit installed on building roofs shall not be installed near roof edges or parapets to reduce visibility. Any conduit penetrations through roof surfaces shall not be made within five (5) feet of the roof edge to reduce visibility. If conduit is installed on the exterior face of any building, it shall be painted to match the existing building color. In all cases, the visible impact of conduit runs shall be minimized and the design and placement of conduit shall be reviewed and approved by the District as part of Design Review.

4.6.12.5. Electro-metallic tubing (EMT) shall be used for wiring or cabling indoors, above grade locations, and where conduit needs to be protected from damage. EMT shall not be installed underground, or embedded in concrete. EMT shall be cold-rolled zinc coated steel and be manufactured to UL and ANSI standards. Fittings shall be watertight and malleable gripping ring compression type. Pressure cast material for nuts of compression ring type fittings and set-screw type connections are not acceptable.

4.6.12.6. Galvanized Rigid Conduit (GRC) shall be used where exposed to weather or where subject to physical damage in exposed areas up to 8' above finished floor. Above 8' finished floor elevation, EMT shall be used. GRC shall be continuous hot-dipped galvanized manufactured per UL and ANSI requirements. Rigid aluminum conduit is not acceptable. Conduit bodies for use with steel conduit, rigid or flexible, shall be manufactured per UL requirements and shall be cast metal with gasketed closures. Fittings for GRC conduit shall be malleable iron or forged steel with cadmium or zinc coating. Union couplings for joining rigid conduit at intermediate runs shall be of the same material as the conduit. Couplings shall be threaded concrete-tight to permit completing conduit runs when neither conduit can be turned and to permit breaking the conduit run at the union. Set screw connectors are not acceptable.

4.6.12.7. Minimum conduit size shall be ¾".

4.6.12.8. All conduits, boxes, enclosures, etc. shall be secured per NEC 690 requirements.

4.6.12.9. All conductors shall be insulated copper rated for 1000V, maximum. DC conductors shall be PV wire 1000V UL Listed Sunlight resistant wire.

4.6.12.10. All items shall be tested to U.L. standards.

4.6.12.11. All feeders and branch circuits shall be sized to minimize voltage drop and losses and shall be in compliance with NEC requirements.

4.6.12.12. All systems, conduit, boxes, components, etc. shall be grounded and bonded per NEC requirements and as required herein below under "Grounding and Bonding."

4.6.12.13. Designer/Builder will be responsible for locating, identifying and protecting existing underground utilities conduits, piping, substructures, etc. and ensuring that no damage is inflicted upon existing infrastructure.

4.6.12.14. Designer/Builder shall install the exposed string cable homeruns along the beams or structure where the inverter is installed.

4.6.12.15. All exposed string wiring must be installed above the lower surface of the structural purlins and beams. Wire loops under framing members are not acceptable.

4.6.13. **Grounding and Bonding**

4.6.13.1. Module ground wiring splices shall be made with irreversible crimp connectors.

4.6.13.2. All exposed ground wiring must be routed above the lower surface of any structural framing.

4.6.13.3. For shade structure installations, grounding electrode conductors shall be bonded to structure columns either just below grade or below the top surface of concrete bollards.

4.6.14. **System Security Requirements**

4.6.14.1. Designer/Builder shall utilize tamper-resistant PV module to rack fasteners for all PV module mounting.

4.6.14.2. Designer/Builder shall utilize tamper-resistant fasteners for all electrical fittings, pull boxes and other enclosures.

4.6.15. **Meters**

4.6.15.1. Designer/Builder shall supply and install PG&E approved a Net Generation Output Meter (NGOM) for each PV system.

4.6.15.2. Generation Meters shall use Internet Protocol (IP) communication and shall not require a custom network for connection.

4.6.15.3. Generation Meters shall have the capability to store metered data (including instantaneous kW, kWh, voltage, current, and phase information) in fifteen (15) minute intervals and retain such information for at least seven (7) days.

4.6.16. **Shade Structure Lighting**

4.6.16.1. Installation of shade structure PV systems in all locations shall include and the installation of new security high efficiency lighting. Installation of shade structure PV systems shall include the removal of existing security light poles, foundations, and fixtures that are no longer effective.

4.6.16.2. Lighting shall be LED lighting or other similar energy efficient lighting system.

4.6.16.3. New parking lot fixtures shall be installed to provide parking lot illumination compliant with IESNA requirements or recommendations for illumination and safety.

4.6.16.4. Minimum horizontal illuminance of one (1) foot-candle shall be maintained at ground level with a uniformity ratio (maximum to minimum) of 15:1.

4.6.16.5. The new lighting is required to illuminate the entire parking area and adjacent pedestrian walkways affected by the removal of existing lights, not just the area under the PV modules.

4.6.16.6. A photometric illumination plot must be submitted for each parking lot showing all existing lighting and proposed new SSS canopy lighting.

4.6.16.7. Submit California Title 24 Outdoor Lighting calculations with all lighting drawings and show evidence of compliance.

Replacement parking lot lighting shall be served from an existing parking lot lighting circuit and any existing circuits and existing control function shall be maintained, or if replaced, done so at the approval of the District.

4.6.17. **Monitoring System, DAS, and Reporting.** Designer/Builder shall design, build, activate and ensure proper functioning of Data Acquisition Systems (DAS) that enable the District to track the performance of the PV Systems as well as environmental conditions through an online web-enabled graphical user interface and information displays. Designer/Builder shall provide equipment to connect the DAS via existing Wi-Fi network or cellular data network at all locations. The District will pay for the cost of cellular data service if needed, but not for the modem or other equipment needed to connect to the cellular network.

4.6.17.1. The DAS(s) (SMS) shall provide access to at least the following data:

- Inverter and System Level Instantaneous AC system output (kW)
- Inverter and System Level PV System production (kWh) over pre-defined intervals that may be user configured
- Inverter and System Level AC and DC voltage
- Horizontal and in-plane irradiance (at least two (2) sensors for each, at different positions in the array)
- Ambient and back-of-cell temperature (at least two (2) sensors for each, at different positions in the array)
- Inverter status flags and general system status information
- System availability
- Site Load information. Available load data for the meter the system is connected to shall be collected by the solar monitoring solution as part of the DAS.

4.6.17.2. Environmental data (temperatures, wind speed, and irradiance) shall be collected via an individual weather station installed for each system at the District.

4.6.17.3. Data collected by the DAS shall be presented in an online web interface, accessible from any computer through the Internet with appropriate security (e.g., password controlled access). The user interface shall allow visualization of the data at least in the following increments: 15 minutes, hour, day, week, month, and year. The interface shall access data recorded in a server that may be stored on-site or remotely with unfettered access by the District for the life of the Project. The

online interface shall enable users to export all available data in Excel or ASCII comma-separated format for further analysis and data shall be downloadable in at least 15 minute intervals for daily, weekly, monthly and annual data.

4.6.17.4. The Monitoring system shall enable for the diagnoses potential problems and perform remediating action. The monitoring system shall provide alerts when the system is not functioning within acceptable operating parameters. These parameters shall be defined during the design phase of the Project and specified in the DAS design document.

4.6.17.5. Designer/Builder acknowledges that it shall provide all the reports required of it pursuant to the terms of the O&M Agreement and that those reports and system performance data shall be made available electronically to the District in a format and at a frequency to be determined during the Design Review process.

4.6.17.6. Designer/Builder shall provide additional reports shall be made available to the District to assist the District in reconciling system output with utility bills and the production guarantee, as determined in the Design Review process.A Monitoring Manual shall be provided to the District in printed or online form that describes how to use the monitoring system, including the export of data and the creation of custom reports.

4.6.18. **Other Considerations**

4.6.18.1. All Balance of Systems (wiring, components, conduits, and connections) must be suited for conditions for which they are to be installed.

4.6.18.2. Local DC and AC disconnects shall be located in accessible locations near inverters.

4.6.18.3. Outdoor enclosures shall be rated NEMA 3R, NEMA 4, or NEMA 4X.

4.6.19. **Federal Aviation Administration (FAA) Requirements.** Designer/Builder shall be responsible to submit the appropriate FAA Form 7460-1, along with any other required forms and documentation, for all proposed PV systems within the approach or takeoff paths or on the property of airports as defined by the Code of Federal Regulations Title 14 Part 77.9.

4.6.20. **Interconnection.** Designer/Builder is responsible for obtaining all necessary PG&E interconnection approvals for each PV system being installed. Designwe/Builder must comply with all interconnection requirements, such as California Public Utilities Commission (CPUC) Rule 21 for the PG&E service territory. Designer/Builder is responsible for the proper planning and scheduling of interconnection approvals and any potential interconnection study. Systems installed as part of this Project will take advantage of Net Energy Metering (NEM). Designer/Builder shall be responsible for ensuring the system design and interconnection qualifies for NEM.

4.6.21. **Production Modeling.** Production modeling of the PV systems shall be performed using PVSYST or equivalent modeling software using TMY3 weather data for the Oakland International Airport. The simulations shall accurately simulate energy production for proposed system layouts, sizes, and orientation. It is critical that PV production models are accurate with all methodology and assumptions described. The District will independently verify production models are accurate to the designed systems and utilize simulation results for economic evaluations. Designer/Builder shall be responsible for updating the production models each time changes are made to the proposed system designs that will impact production.

4.6.22. **Shading**

4.6.22.1. Designer/Builder shall adhere to the following requirements in order to avoid excessive shading on modules. For any object near an array that is higher than the

lowest point of that array by height H, Designer/Builder shall locate the array farther from the object than:

4.6.22.1.1. 1.5H to the North of the object

4.6.22.1.2. 2H to the East or West of the object

4.6.22.2. Any Designer/Builder whose system design does not adhere to these rules shall perform a shading analysis justifying the basis for their design, including any proposed tree removal, and explaining why shading does not create an adverse performance and/or economic impact.

4.6.22.3. Any trees that are in the footprint of systems to be installed by the Designer/Builder shall be removed by the Designer/Builder at their expense, subject to the approval of the District. A tree shall be considered to be in the footprint of a system if its canopy would extend over any part of the system, including structural components or modules. The District will remove or prune, at its discretion, trees planted outside of the work area that shade PV systems (at present time or in the foreseeable future), provided the Designer/Builder identifies these trees during the design process. The Designer/Builder shall be responsible for any required tree remediation efforts resulting from tree removal, Including compliance with all applicable tree removal ordinances, laws and regulations.

4.7. **Commissioning / Testing**

4.7.1. **Description**

4.7.1.1. Following completion of construction, Designer/Builder shall provide the following Commissioning/Testing services for the PV systems:

- Acceptance Testing
- System Startup
- Proving Period
- Fine Tuning

4.7.1.2. Designing/Builder cannot start Commisioning/Testing until the District approves a detailed Testing Plan submitted by Designer/Builder, covering Acceptance Testing, System Startup, Proving Period, and Fine Tuning. The completion of Commissioning/Testing means the entire Project, including Acceptance Testing, System Startup, Proving Period, but excluding Fine Tuning, has been performed to the requirements of the Contract and is verified in writing by the District. Fine Tuning is not a condition of District issuance of a Notice of Completion.

4.7.2. **Commissioning Duties And Responsibilities**

4.7.2.1. Designer/Builder Duties and Responsibilities:

- Assure the participation and cooperation of subcontractors and suppliers under their jurisdictions as required to complete the commissioning process.
- Complete Commissioning/Testing Report Forms. Reports are to be completed in a neat easily readable condition.
- Complete the respective startup 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.
- Provide qualified representatives for the functional performance commissioning

process.

- Assure that all subcontractors and suppliers include in their respective contracts cost necessary to participate in and complete the commissioning process.

4.7.2.2. 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.

4.7.3. **Acceptance Testing.** Designer/Builder shall perform a complete acceptance test for each PV system. The acceptance test procedures include component tests as well as other standard tests, inspections, safety and quality checks. All testing and commissioning shall be conducted in accordance with the manufacturer's specifications.

4.7.3.1. The section of the Testing Plan that covers Acceptance Testing shall be equivalent or superior to the CEC (California Energy Commission) "Guide to Photovoltaic (PV) System Design and Installation", Section 4 and shall cover at least the following:

- Detailed test methods, including sample calculations and reference to standards as required or applicable, and list of tested equipment.
- Designer/Builder's Pre-Test Checklist to ensure readiness and any safety measures are in-place.
- Details of all necessary adjustments, balancing, required equipment isolation or configuration, test equipment and instruments, calibration, and personnel needed.
- Acceptance Criteria: For each test phase, specifically indicate what is considered an acceptable test result.

4.7.3.2. The Acceptance Testing section of the Testing Plan shall include (but not be limited to) the following tests:

- String-level testing for all PV strings.
- Inverter testing for all inverters. The inverters shall be commissioned on-site by a qualified technician and shall confirm that the inverter can be operated locally per specification and that automatic operations such as wake-up and sleep routines, power tracking and fault detection responses occur as specified.
- Testing of all sensors of the DAS.
- Testing of the Data Presentation interface of the DAS.

4.7.3.3. After Designer/Builder conducts all Acceptance Testing based on the Testing Plan approved by the District, Designer/Builder shall submit a detailed Acceptance Test Report to the District for review.

4.7.3.4. The Acceptance Test Report shall document the results of the tests conducted following the Testing Plan, and include additional information such as the date and time each test was performed. It shall also make reference to any problem and deficiencies found during testing. If there was troubleshooting done, the Report shall describe the troubleshooting methods and strategy. Designer/Builder shall be responsible for providing the labor and equipment necessary to troubleshoot the System.

4.7.4. **System Startup.**

4.7.4.1. Following District approval of the Acceptance Test Report, Designer/Builder shall conduct tests over twenty-four (24) hours and at a time resolution of fifteen (15) minutes, recording the following data:

- Average AC output (kW)
- Average DC output (kW)
- Hourly PV system production (kWh)
- AC and DC voltage
- Horizontal and in-plane irradiance
- Ambient and cell temperature
- Inverter status flags and general system status information

4.7.4.2. These data points shall be presented in a manner that best depicts the actual performance of the system for District review and approval and shall be submitted as part of the Startup Test Report.

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

4.7.5. **Proving Period (30 days).**

4.7.5.1. Upon completion of Acceptance Testing and System Startup, and approval by the District, Designer/Builder shall monitor the system during a thirty (30) day Proving Period and submit a report for District review and approval prior to final acceptance by the District. This includes monitoring system output and ensuring the correct functioning of system components over this time. The values for the following data shall be acquired every fifteen (15) minutes over thirty (30) days:

- AC system output (kW)
- PV system production (kWh)
- AC and DC voltage
- Horizontal and in-plane irradiance
- Ambient and cell temperature
- Inverter status flags and general system status information
- System availability

4.7.5.2. Designer/Builder shall utilize calibrated test instruments and the DAS and monitoring system to collect the test data described above, which shall be made available to the District for access throughout the Proving Period. Designer/Builder shall determine through analysis of data from the Proving Period whether the PV system delivers the expected production as determined by the final approved design (i.e., Construction Documents). Actual production shall be compared against expected production using actual weather data and other system inputs (such as module cell temperature factor, module mismatch, inverter efficiency, and wiring losses) for calculating expected production. The production figures for all meters, whether existing or installed by, or on behalf of PG&E, or by, or on behalf of the Designer/Builder, shall be correlated during this test to verify their accuracy in measuring system production.

4.7.5.3. All data and reports required herein shall be fully functional and available to the District at the commencement of the Proving Period. Data and reporting requirements are included in the testing scope of the Proving Period and deficiencies in these areas (including missing data, inaccurate reports, and other issues that make validation of system performance inconclusive) shall be grounds for denying approval of the Proving Period Report.

4.7.5.4. If a PV system does not perform to design specifications, diagnostic testing shall be

performed by Designer/Builder, deficiencies shall be identified with proposed corrective actions submitted to the District, and the Proving Period test repeated. Designer/Builder shall be responsible for providing the labor and equipment necessary to troubleshoot the system. The Proving Period Report shall be submitted after the successful completion of this phase and submitted to the District for review and approval. The report shall contain, but not be limited to, the following information; calculations shall be provided in Excel format with formulas visible to allow for peer review:

- System description
- Test period
- Test conditions
- Test results
- Anomalies identified during test
- Corrective action performed
- Actual measured performance
- Calculations detailing expected performance under TMY conditions

4.7.6. **Fine Tuning**

4.7.6.1. Upon completion of Acceptance Testing, System Startup, and Proving Period, the Designer/Builderin is responsible for fine tuning for one (1) year after District's acceptance of the Proving Period. During this time the Designer/Builder is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.

4.7.6.1.1. Includes a period after the Utility issues Permission To Operate (PTO) where systems are optimized under "live" operating conditions and any outstanding construction deficiencies are corrected.

4.7.6.1.2. Fine Tuning shall extend from date of PTO to one year after PTO.

4.8. **Training**

4.8.1. The Respondent shall provide two, two (2) hour sessions of on-site training for District personnel in all aspects of operation, routine maintenance, and safety of the PV systems, DAS, and monitoring solution.

4.8.2. At a minimum, training topics shall include the following:

4.8.2.1. PV system safety, including shut-down procedures

4.8.2.2. PV module maintenance

4.8.2.3. Inverter overview

4.8.2.4. DAS and monitoring solution, including standard and custom reporting

4.8.2.5. Designer/Builder shall submit a proposed Training Plan during the design process for approval and provide all training materials and manuals to support on-site training in advance of scheduled training sessions (see schedule of submittals in "Submittals" section). The on-site portion of the training program shall be scheduled to take place at the jobsite at a time agreeable to both the District and Designer/Builder.

4.9. **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.

Exhibit A-1.1
System Description – Bancroft Middle School

System Size (DC kW):	239.9 kW_{DC}
System Location:	Play area, east parking area, and roof of gymnasium
Modules:	SunPower E20 435W (320 modules) PV modules or better for carports and shade structures; SunPower E20 327W (308 modules) PV modules or better for rooftop system
Inverter:	Power One 27.6 kW_{AC} TRIO-27.6-TL-OUTD-US-480 and Power One 20.0 kW_{AC} TRIO-20.0-TL-OUTD-US-480
Mounting Structure:	SunPower fixed tilt dual-cantilever carport DSA pre-checked structures or better. Expected characteristics: (i) 11' depth piers with 2.5' exposed concrete bollards above grade; (ii) -19 and 71 degree azimuths; (iii) 10 degree tilt; and (iv) 10' clearance. SunPower T5 rooftop mounting structure. Expected characteristics: (i) -19 degree azimuth; and (ii) 5 degree tilt.
Tracking System:	None
Generation Meters:	PowerLogic ION 8600
DAS/Monitoring System:	SunPower Monitoring System (SMS)
Expected Production:	Year 1 Total = 363,829 kWh 25-Year Total = 8,828,058 kWh

Exhibit A-1.2
System Description – San Leandro High School

System Size (DC kW):	938.9 kW_{DC}
System Location:	Northwest parking, adjacent to track and portables, adjacent to pool, west of tennis courts, southeast parking, and roof of main building (east wing).
Modules:	SunPower E20 435W (1990 modules) PV modules or better for carports and shade structures; SunPower E20 327W (224 modules) PV modules or better for rooftop system
Inverter:	Power One 27.6 kW_{AC} TRIO-27.6-TL-OUTD-US-480 and Power One 20.0 kW_{AC} TRIO-20.0-TL-OUTD-US-480
Mounting Structure:	SunPower fixed tilt dual-cantilever carport DSA pre-checked structures or better. Expected characteristics: (i) 11' depth piers with 2.5' exposed concrete bollards above grade; (ii) various azimuths; (iii) 10 degree tilt; and (iv) 10' clearance. SunPower T5 rooftop mounting structure. Expected characteristics: (i) 43 degree azimuth; and (ii) 5 degree tilt.
Tracking System:	None
Generation Meters:	PowerLogic ION 8600
DAS/Monitoring System:	SunPower Monitoring System (SMS)
Expected Production:	Year 1 Total = 1,413,963 kWh 25-Year Total = 34,301,676 kWh

Exhibit "B"

OPERATIONS & MAINTENANCE AGREEMENT

This Operations and Maintenance Agreement ("O&M Agreement") is made and entered into by and between the ***San Leandro Unified School Distric****t ("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***
Customer Technical Support Hotline *a. Technical support line: 1-800-251-9728 (24 hours per day, 7 days per week)* *b. Support technicians specialize in remote troubleshooting and providing step-by-step diagnosis instructions*	*As needed*
Performance Monitoring Website *a. Customer website for monitoring operational and environmental performance of the solar power system* *b. All site data can be downloaded to Customer's computer in Microsoft Excel format* *c. Customer will be provided with login credentials for use during the term of this Agreement*	*As needed*
Performance Reports *a. Monthly Production report* *b. Annual Performance report* *c. Actual vs. expected performance of the System for the period with a comparison of performance to a typical weather year* *d. Environmental benefits will be estimated and included* *e. Annual Operations and Maintenance records will be provided to Customer upon request* *f. Optional custom reports can be supplied on a time and material basis*	*Monthly*
Daily Performance Monitoring and Notification *a. Continuous monitoring of Customer's System via experienced solar monitoring technicians* *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 that automatically receive alerts of system anomalies* *c. Monitoring technicians identify and respond to system alerts including contacting Customer's system administrator*	*As needed*
Preventive Maintenance, Inspections & Testing ***a. Array***	*Annual*

i. *Inspect PV modules for damage, discoloration or de-lamination* ii. *Inspect mounting system for damage or corrosion* ***b. Trackers*** i. *Inspect tracker components for damage or corrosion* ii. *Inspect tracker controllers for damage* iii. *Lubricate tracker motors and jackscrews* iv. *Verify proper operation and alignment* ***c. Inverter*** i. *Torque checks on critical electrical terminations* ii. *Clean all filters and fans* iii. *Inspect inverter pad and container* iv. *All other preventive maintenance required by the warranties required in the Contract for Design and Construction between District and Operator.* ***d. Electrical BOS*** i. *Inspect ground braids, electrodes and conductors for damage* ii. *Perform thermo-graphic analysis of combiner boxes, inverters, transformers, and conductor connections to buses, breakers or disconnects* ***e. Meteorological Station*** i. *Inspect weather measurement equipment for damage* ii. *Clean pyranometers and reference cells* ***f. Site Conditions*** i. *Inspect drainage conditions* ii. *Inspect vegetation for array shading or fire hazards* iii. *Inspect safety conditions and proper signage* ***g. Maintenance Reporting*** i. *Record results of all inspections* ii. *Take photographs of any damage or defects identified* iii. *Inform Owner and warranty providers of all deficiencies identified* iv. *Provide Owner with recommendations for corrective actions*	
Performance Review a. *Review of the following System performance data with an Operator's performance engineer and proposal of a recommend action plan where applicable:* i. *Expected vs. Actual system production (kWh)* ii. *System Availability* iii. *Recoverable Degradation* iv. *Performance Index* v. *Operation and Maintenance Records* vi. *Safety, Accidents and Environmental Reporting* vii. *Proposal of Recommended Actions*	*Annual*
Corrective Maintenance a. *On-site troubleshooting & diagnostics of all system components* b. *Use diligent efforts to ensure the dispatch of field service resources and arrival on-site within two (2) business days of system anomaly occurrence (with notification via automated or manual means) for repairs, but in no event longer than three (3) business days.* c. *Use diligent efforts to ensure that any corrective action required to restore the system to fully operational status shall be completed within three (3)*	*As needed*

business days of the service resources arriving on-site, *d. Inverter and Data Acquisition System resets:* *i. Unlimited remote resets (if capability enabled and connection available)* *ii. Unlimited on-site resets for systems under Operator's warranty* *iii. Up to two on-site resets per year for systems out of warranty* *e. Processing of warranty claims on behalf of Customer and verification of replaced equipment* *f. Pursuant to the warranty in the Design-Build Agreement, Operator shall provide complete inverter repair and/or replacement, as needed, for first twenty (20) years all labor, materials and equipment included.*	
Module Cleaning *a. Surface washing of all modules* *b. Pressure washer settings not to exceed 1,500 PSI* *c. Before and after photographs will be provided*	*Annual*

1.2. ***Additional Services.*** *On the terms and conditions set forth in this O&M Agreement, Customer may request and Operator agrees to provide according to the Transactional Services Table below, the following additional services indicated below:*

1.2.1. ***Energy Billing and Settlement***
- *1.2.1.1. Operator 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, Operator 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. Operator 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

Transactional Services

Charge Description – *Rates / costs to be charged on a time and materials*	***Amount***	***Notes***
Operator Engineering Support	*$175*	*Hourly rate charged for engineering labor used in the performance of engineering services, requested by Customer, and not included in the Subscription Services.*
Operator Field Service Support	*$150*	*Hourly rate charged for Operator 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 15%.*
Travel Expenses	*Billed as incurred*	*Includes transportation, lodging, meals and incidentals plus 15%, for travel more than 100 miles from the Site*
Materials	*Billed as incurred*	*Billed according to the Operator list price.*

Note: Operator reserves the right to annual adjust this rate schedule, not to exceed a mutually agreed-upon inflation index such as the Consumer Price Index.

1. ***Term****. Operator shall commence providing services under this O&M Agreement on the Start Date as defined in the Production Guarantee between the Parties and will diligently perform as required herein for* ***twenty (20) years*** *from that date ("Term"). Documentation of the Start Date for each system will be as noted on the first invoice submitted to the Utility 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 20 years from the date of the Contract for Design and Construction ("Design-Build Contract") or the termination of the Production Guarantee as defined and as set forth in the Design-Build Contract.*

2. ***Submittal of Documents****. The Operator shall not commence the Work under this O&M Agreement until the Operator has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:*

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

3. ***Compensation***. *District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement, on an annual basis beginning on each site's completion date and on each anniversary of the Commencement date pursuant to the following tables, as applicable, for all Sites over the Term ("O&M Fee").*

Year	Bancroft MS	San Leandro HS	TOTAL
1	$4,249	$12,644	$16,893
2	$4,377	$13,024	$17,400
3	$4,508	$13,414	$17,922
4	$4,643	$13,817	$18,460
5	$4,783	$14,231	$19,014
6	$4,926	$14,658	$19,584
7	$5,074	$15,098	$20,172
8	$5,226	$15,551	$20,777
9	$5,383	$16,017	$21,400
10	$5,544	$16,498	$22,042
11	$5,711	$16,993	$22,703
12	$5,882	$17,503	$23,384
13	$6,058	$18,028	$24,086
14	$6,240	$18,568	$24,809
15	$6,427	$19,125	$25,553
16	$6,620	$19,699	$26,319
17	$6,819	$20,290	$27,109
18	$7,023	$20,899	$27,922
19	$7,234	$21,526	$28,760
20	$7,451	$22,172	$29,623
TOTAL	**$114,179**	**$339,754**	**$453,933**

4. ***Notice***. *Any notice required or permitted to be given under this O&M Agreement shall be as indicated in the Contract for Design and Construction entered into between the District and Operator dated _____ ("Design-Build").*

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, and which approval shall not be unreasonably withheld:*

Operations and Maintenance	*Cliff Kalinowski*
Operations and Maintenance	*Michael Moone*

6. ***Termination***.

   6.1. ***Without Cause by District***. *District may, with at least 30 days prior notice, 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 Production Guarantee as defined and as set forth in the Design-Build Contract 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 Production Guarantee set forth in the Design-Build Contract and the 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 the dispute pursuant to the dispute resolution procedures established in the Design-Build Contract. If a determination is made that the termination was invalid, the Production 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.

6.4. Written notice by District shall contain the reasons for District's intention to terminate for cause. Operator shall have thirty (30) calendar days after that notice to cure District's reasons for its intention to terminate for cause, to the reasonable satisfaction of District, which shall not be unreasonably withheld.

6.4.1. In the event of this termination with cause, the District may secure the required services from a Replacement Operator. If the annual fee of the remaining Term that the Replacement Operator will perform exceeds the Operator's annual O&M Fee for the remaining Term, the Operator shall immediately pay to the District the difference between those two amounts. For the purposes of this calculation, the ratio of the Replacement Operator's annual fee and the Operator's annual O&M Fee shall not exceed one-hundred fifty percent (150%).

6.4.2. The scope of the Replacement Operator's O&M Agreement must be identical to The "Services" Section of this O&M Agreement.

6.4.3. The District shall demonstrate to Operator that it has sought competitive proposals for the Replacement Operator and that it has selected the lowest responsive and responsible vendor that also meets the District's reasonable selection criteria.

6.5. If District terminates this O&M Agreement with cause as permitted in this provision, then the Production Guarantee set forth in the Design-Build Contract will also terminate Operator shall calculate Guarantee Payments and Portfolio-Wide Performance to determine if any Guarantee Payments are due for the period between the end of the preceding True-Up Period and the effective date of termination. Operator shall pay the District any Guarantee Payments due according to the provisions of the Production Guarantee. Additionally, Operator shall refund to the District the pro-rata portion of the Production Guarantee Fee for the remaining Term of the Production Guarantee.

6.6. In the event of this termination with cause, the District may secure a Production Guarantee from a Replacement Operator.

6.6.1. If the Production Guarantee fee of the Replacement Operator exceeds the pro-rata portion of the Operator's Production Guarantee Fee for the remaining Term of the Production Guarantee, the Operator shall immediately pay to the District the difference between the Replacement Operator's Production Guarantee Fee and the pro-rata portion of the Operator's Production Guarantee Fee for the remaining Term of the Production Guarantee. For the purposes of this calculation, the ratio of the Replacement Operators Production Guarantee Fee and the pro-rata portion of the Operator's Production Guarantee Fee for the remaining Term of the Production Guarantee shall not exceed one-hundred fifty percent (150%).

6.6.2. The terms of the Replacement Operator's Production Guarantee must be identical to the Production Guarantee between the Parties.

6.6.3. The District shall demonstrate to Operator that it has sought competitive proposals for the Replacement Operator and that it has selected the lowest responsive and responsible vendor that also meets the District's reasonable selection criteria.

6.7. If, after demonstrating to Operator's reasonable satisfaction that it has made diligent efforts, the District cannot secure a Production Guarantee from a Replacement Operator at less than 150% of the Operator's Production Guarantee Fee for the remaining Term, then Operator will immediately pay to the District an amount equal to 50% of the pro rata portion of the Operator's Production Guarantee Fee for the remaining Term of the Production Guarantee.

6.8. The foregoing provisions are in addition to, and do not limit, any other rights or remedies available to District. 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 Design-Build Contract. 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.*

   9.1. The Operator shall provide a list of any subcontractor that it contracts with to provide services pursuant to this O&M Agreement and shall, to the extent required by applicable law, comply with all applicable provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.,).

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 the 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, compliance with any applicable Labor Compliance Program, the California Department of Industrial Relation's Compliance Monitoring Unit's labor compliance program, and any applicable Project Stabilization Agreement, and include coordination with the persons responsible for operation of any applicable programs. 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___*
San Leandro Unified School District	***SunPower Corporation, Systems***
By: _____	*By:* _____
Print Name: _____	*Print Name:* *Jeffrey Dasovich*_____
Print Title: _____	*Print Title:* *VP Sales, U&C Americas*_____

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: *SunPower Corporation, Systems*

Signature: *Jeffrey Dasovich*

Print Name and Title: *VP Sales, U&C America*

(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

- The days indicated below will begin once the District issues Notice(s) to Proceed for the Project.

- **Notice(s) to Proceed**

    - The District intends to issue Notice(s) to Proceed for the design and construction Services on or about **_____, 20__**. The District reserves the right to issue the Notice(s) to Proceed later without impacting the overall duration to complete the Work specified in the Notice to Proceed or increasing the Contract Price.

    - 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.

    - **Form of Notice to Proceed**

        Re: Notice to Proceed
        SAN LEANDRO UNIFIED SCHOOL DISTRICT

        Dear _____:

        *This letter constitutes the "**Notice to Proceed**" with the above-referenced project from San Leandro Unified School District. The commencement date on which you are to begin your work on the project is _____. The Project must be completed by _____.*

        Pursuant to the requirements of the Contract Documents, you must also submit seven (7) copies of the following documents, all checked and approved by you, not later than the following dates:

            - *A construction schedule by no later than **thirty (30) days prior to the beginning of any construction activity occurring.***

            - *Copies of all of Designer/Builder's final schedule of values; all shop drawings; all materials lists; all samples; Designer/Builder's Safety plan by no later than **fourteen (14) days prior to the beginning of any construction activity occurring.***

    - *A copy of each written subcontract between the Designer/Builder's and any first-tier Subcontractor, whether listed or not (and a written statement signed by the Designer/Builder's giving the name of the Subcontractor and the terms and conditions of any unwritten subcontract by no later than **fourteen (14) days prior to the beginning of any construction activity occurring.**),*

- **Project Schedule (Critical Path – Cost Loaded Schedule).** After its design is complete for each Site and prior to performing any work on a particular Site, the Designer/Builder shall provide for the District's review and approval, a detailed, critical path method schedule (cost-loaded) to the District for each Site that complies with the Schedule below. Once approved, these shall become the "Project Schedule(s)" for each Site.

Designer/Builder shall update these critical path method schedule (1) monthly at the same time it submits its Application(s) for Payment and (2) at any time requested by the District.

The Parties agree that the entire Project shall be completed within the timeframe indicated below:

Project Schedules
Project Schedule: Bancroft Middle School (Rooftop)

SCHOOL	
Milestone	Milestone Date
Award of contract	12-30-13
Notice to proceed	12-30-13
Schematic design submitted to district for approval	04-09-14
Schematic design approved by District	04-15-14
DSA package submitted to DSA and District	04-30-14
DSA approval	07-25-14
Construction Begins	06-23-14
Construction Finish	08-22-14
Designer/Builder Requests Permission to Operate Letter From Utility	**08-29-14**
Permission to Operate Letter Issued by Utility	09-05-14
O&M Services and Production Guarantee Start Date (estimated)	10-18-14

Project Schedule: Bancroft Middle School (Carport and Shade Structures)

SCHOOL	
Milestone	Milestone Date
Award of contract	12-30-13
Notice to proceed	12-30-13
Schematic design submitted to district for approval	04-09-14
Schematic design approved by District	04-15-14
DSA package submitted to DSA and District	04-30-14
DSA approval	06-05-14
Construction Begins	06-23-14
Construction Finish	08-22-14
Designer/Builder Requests Permission to Operate Letter From Utility	**08-29-14**
Permission to Operate Letter Issued by Utility	09-05-14
O&M Services and Production Guarantee Start Date (estimated)	10-18-14

Project Schedule: San Leandro High School (Rooftop)

SCHOOL	
Milestone	Milestone Date
Award of contract	12-30-13
Notice to proceed	12-30-13
Schematic design submitted to district for approval	04-09-14
Schematic design approved by District	04-15-14
DSA package submitted to DSA and District	04-30-14
DSA approval	07-25-14
Construction Begins	06-06-14
Construction Finish	08-19-14
Designer/Builder Requests Permission to Operate Letter From Utility	**08-26-14**
Permission to Operate Letter Issued by Utility	09-02-14
O&M Services and Production Guarantee Start Date (estimated)	10-15-14

Project Schedule: San Leandro High School (Carport and Shade Structures)

SCHOOL	
Milestone	Milestone Date
Award of contract	12-30-13
Notice to proceed	12-30-13
Schematic design submitted to district for approval	04-09-14
Schematic design approved by District	04-15-14
DSA package submitted to DSA and District	04-30-14
DSA approval	06-05-14
Construction Begins	06-06-14
Construction Finish	08-19-14
Designer/Builder Requests Permission to Operate Letter From Utility	**08-26-14**
Permission to Operate Letter Issued by Utility	09-02-14
O&M Services and Production Guarantee Start Date (estimated)	10-15-14

Exhibit "D"

CONTRACT PRICE BREAKDOWN AND PAYMENT SCHEDULE

SOLAR PV WORK AT ALL SCHOOL SITES

Table D-1

The "Solar PV Work at All School Sites" portion of the Contract Price that is attributable to each School Site is as follows:

#	Site	Total Capital Charge Costs
1a	Bancroft Middle School - Rooftop	$304,769
1b	Bancroft Middle School – Carport/Shade	$992,170
2a	San Leandro High School - Rooftop	$194,431
2b	**San Leandro High School – Carport/Shade**	**$4,020,212**
	TOTAL	**$5,511,583**

OPERATIONS AND MAINTENANCE

The "Operations and Maintenance" Charges portion of the Contract Price that is attributable to each School Site is as indicated in the "Compensation" section of the draft Operations and Maintenance Agreement (Exhibit "B"):

Exhibit "D" (Continued)

ALLOWANCES

If there are any amounts indicated as an "Allowance" in this Agreement, those amounts shall be handled as follows:

- All Allowance amounts can only be used as directed by the District.

- All Allowance amounts are used exclusively for the District's purposes and for scope(s) of work as directed by District.

- The Designer/Builder will prepare detailed breakdown of all costs associated with the work defined for the Allowance. These amounts will be charged against the Allowance based on final detailed payment receipts and back-up as required by District, and will include all costs of work performed under the defined work scope.

- If required by District, Designer/Builder shall obtain quotes for equipment from three separate vendors and present to District for consideration and selection.

- "Designer/Builder shall not include in its pricing for any use of the Allowance amount, any cost of coordination, supervision, bond costs, supervision, installation or indirect project costs associated with performing the work of each Allowance. Designer/Builder shall be permitted to charge only its direct costs plus ten percent (10%) to perform the work of any use of the Allowance amount, as indicated through documentation approved by the District."

- At project closeout, unused Cash Allowance amounts shall be credited to the District.

Exhibit "E"

SCHEDULE OF VALUES (DRAFT)

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.

Schedule of Values		
Activity Name		**Percent of Total**
Notice to Proceed		2%
Preconstruction Work		
	Design Development	4%
	DSA Submittal	4%
	DSA Approval	3%
Construction	Temp Facilities	2%
	Foundations	5%
	Structural Install	18%
	PV Delivery	10%
	Equipment Delivery	16%
	Electrical installation	20%
	Interconnection	6%
	Commissioning	5%
	Testing	4%
Final Completion	Training	0%
	Punch List	1%
DSA Close out	DSA Certification	2%
		100%

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 thirty (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 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 seize 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).

Exhibit "G"

LIST OF PLANS, SPECIFICATIONS AND DRAWINGS FOR SCHOOL SITES

1. The DSA information for the shade structures is:

   PS10 S-2 Occupancy:
   DSA Application # 02-112720
   File No. PC-100

   PS10 A-3 Occupancy:
   DSA Application # 02-113108
   File No. PC-100

2. Attached are array layouts for each of the Sites



1 ARRAY LAYOUT – ALT
SCALE: 1/64" = 1'–0"



VICINITY MAP:

LATITUDE: 37.718398°
LONGITUDE: –122.142343°

LEGEND:

- X — PROPOSED TREE REMOVAL
- PROPOSED AC RUN
- PROPOSED EQUIPMENT PAD
- PROPOSED STRING INVERTER LOCATION
- PROPOSED TIE–IN LOCATION

PFT – ARRAY SUMMARY TABLE							
ARRAY	# MODULES	KWP	STRING	27.6KW INVERTER	20KW INVERTER	AZIMUTH	TILT
1	90	39.150	9.00	0	2	–27°	10°
2	480	208.800	48.00	6	0	42°	10°
3	200	87.000	20.00	2	1	–45°	10°
4	380	165.300	38.00	0	7	–46°	10°
5	300	130.500	30.00	0	5	–46°	10°
6	300	130.500	30.00	0	5	–46°	10°
7	240	104.400	24.00	0	4	–46°	10°
TOTAL	1990	865.650	199	8	24		

ROOF – ARRAY SUMMARY TABLE						
ARRAY	# MODULES	KWP	STRING	27.6KW INVERTER	AZIMUTH	ROOF PITCH
8	224	73.248	16.00	2	43°	ASSUMED FLAT
TOTAL	224	73.248	16	2		

NOTES:

1. 85 MPH WIND ZONE, EXPOSURE C
2. ARRAY SHOWN ON AERIAL IMAGE
3. ARRAY MOUNTING STRUCTURE TBD
4. MINIMUM VERTICAL CLEARANCE: 10' PROVIDED FOR STANDARD VEHICLES
5. BUILDING CODE REQUIRES 20' MIN. CLEARANCE FROM EXISTING BUILDINGS
6. FIRE DEPARTMENT REQUIRES 20' MIN. CLEARANCE ALONG EMERGENCY ACCESS ROUTES
7. THIS DESIGN ASSUMES THAT SITE PREPARATION WILL BE COMPLETED BY THE OWNER AS REQUIRED TO MEET ALL TOLERANCES OF THE PROPOSED ARRAY, UNLESS NOTED OTHERWISE. THIS INCLUDES BUT IS NOT LIMITED TO
8. TREE REMOVAL AND TREE TRIMMING.
9. ALL LIGHT POLES WITHIN ARRAY BOUNDARY, AND THOSE WHICH WILL SHADE THE ARRAY, NEED TO BE REMOVED
10. PRIOR TO INSTALLATION. NEW LIGHTING TO BE PROVIDED ONLY UNDER THE CARPORT PER IES STANDARDS.
11. ALL TREES WITHIN ARRAY BOUNDARY, AND THOSE WHICH WILL SHADE THE ARRAY, NEED TO BE REMOVED PRIOR TO INSTALLATION.
12. REMOVAL OF TWO PARKING SPACES MAY BE REQUIRED AT EQUIPMENT PAD LOCATION.
13. ARRAYS 3,4&5 SHADED FROM TRANSMISSION TOWER.

NOTES:

1. ARRAY SIZE SHOWN ASSUMES ARRAY MASS IS LESS THAN 5% OF BUILDING MASS
2. 85 MPH WIND ZONE, EXPOSURE TYPE "C"
3. ARRAY SHOWN ON AERIAL IMAGE
4. ANCHORS REQUIRED
5. TOTAL ANCHOR ≈ 24
6. TOTAL BALLAST BLOCK ≈ 851
7. 2 INVERTERS
8. 1 AC PANEL BOARD
9. BUILDING HEIGHT 26'
10. ROOF ARRAY AREA: 4,813 SF

PROPOSED SYSTEM SPECIFICATION

938.898 kWp
1,990 HIGH EFF.(435W) MODULES
10 MODULES/STRING, 199 STRINGS
224 HIGH EFF.(327W) MODULES
14 MODULES/STRING, 16 STRINGS
PFT AREA: 46,804 SQ. FT, TOTAL PIERS: 60
5UP DOUBLE CARPORT LF: 471'
6UP DOUBLE CARPORT LF: 223'
SINGLE CARPORT LF: 1073'
TOTAL OF LIGHT POLES TO BE REMOVED: TBD

THE PROPOSED ARRAY LAYOUT SHOWN IS DESIGNED TO FIT EXISTING CONDITIONS AS THEY ARE DESCRIBED ON THIS DRAWING. KWP AND MODULE QUANTITY, TYPE AND LAYOUT ARE SUBJECT TO CHANGE BASED ON SUNPOWER VERIFICATION OF ACTUAL SITE CONDITIONS, AS WELL AS ON MODULE AVAILABILITY AT THE DATE OF ORDER.

SUNPOWER
1414 HARBOUR WAY SOUTH
RICHMOND, CA 94804 USA
(510) 540-0550

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ENGINEER'S STAMP

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SAN LEANDRO HS
2200 BANCROFT AVENUE
SAN LEANDRO, CA 94577

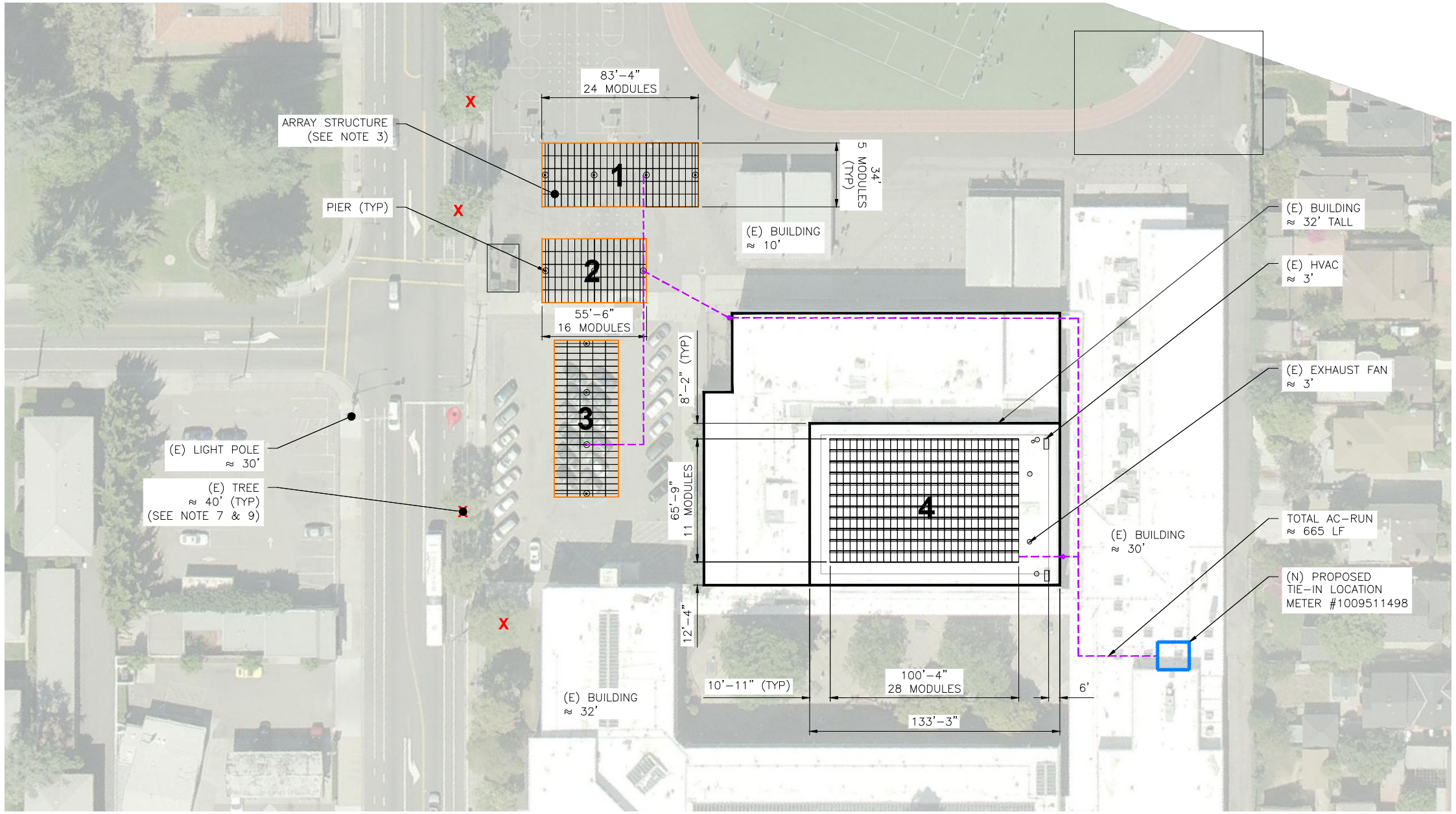
SOLAR ROOF TILE & PFT
ARRAY LAYOUT

REVISIONS				
REV	DESIGN #	DESCRIPTION	DATE	DB
		PROPOSAL	09–17–13	HG
A	D–0065928	SYSTEM SIZE CHANGED	9–23–13	JS
B	D–0065928.1	RE–PATH AC TRENCH	11–25–13	HG
C	D–0069039	RE–PATH AC TRENCH	12–2–13	HG
D	D–0069197	ADDING BACK ROOF	12/11/13	JS
G	D–0070138			

OPPORTUNITY	629779
PROJECT	
DATE DRAWN	09–17–13
DRAWN BY	HG

0 ½" 1"
IF BAR IS NOT ONE INCH, DRAWING IS NOT TO SCALE

SHEET 1



1 ARRAY LAYOUT
SCALE: 1/32"=1'-0"



VICINITY MAP:

LATITUDE: 37.728000°

LONGITUDE: -122.146852°

LEGEND:

- X — PROPOSED TREE REMOVAL/TRIMMING
- PROPOSED AC RUN
- PROPOSED EQUIPMENT PAD
- PROPOSED STRING INVERTER LOCATION
- PROPOSED TIE-IN LOCATION

NOTES:

1. 85 MPH WIND ZONE, EXPOSURE C
2. ARRAY SHOWN ON AERIAL IMAGE
3. ARRAY MOUNTING STRUCTURE TBD
4. MINIMUM VERTICAL CLEARANCE: 10' PROVIDED FOR STANDARD VEHICLES
5. BUILDING CODE REQUIRES 20' MIN. CLEARANCE FROM EXISTING BUILDINGS
6. FIRE DEPARTMENT REQUIRES 20' MIN. CLEARANCE ALONG EMERGENCY ACCESS ROUTES
7. THIS DESIGN ASSUMES THAT SITE PREPARATION WILL BE COMPLETED BY THE OWNER AS REQUIRED TO MEET ALL TOLERANCES OF THE PROPOSED ARRAY, UNLESS NOTED OTHERWISE. THIS INCLUDES BUT IS NOT LIMITED TO TREE REMOVAL AND TREE TRIMMING.
8. ALL LIGHT POLES WITHIN ARRAY BOUNDARY, AND THOSE WHICH WILL SHADE THE ARRAY, NEED TO BE REMOVED PRIOR TO INSTALLATION. NEW LIGHTING TO BE PROVIDED ONLY UNDER THE CARPORT PER IES STANDARDS.
9. ALL TREES WITHIN THE ARRAY BOUNDARY, AND THOSE WHICH WILL SHADE THE ARRAY, NEED TO BE REMOVED PRIOR TO INSTALLATION OR MAINTAINED AT THEIR CURRENT HEIGHT.
10. REMOVAL OF TWO PARKING SPACES MAY BE REQUIRED AT EQUIPMENT PAD LOCATION.
11. ARRAY 2&3 SHADED FROM 55' TALL TRANSMISSION POLE
12. ROOF ARRAY SIZE SHOWN ASSUMES ARRAY MASS IS LESS THAN 5% OF BUILDING MASS
3. TOTAL ROOF ARRAY AREA: 6,600.50 SF
4. TOTAL ROOF ARRAY WEIGHT: 40,176.90LBS
5. TOTAL ANCHOR COUNT: 26
6. TOTAL BALLAST COUNT: 1,231

PFT -ARRAY SUMMARY TABLE

ARRAY	# MODULES	KWP	STRING	27.6KW INVERTER	20KW INVERTER	AZIMUTH	TILT
1	120	52.200	12.00	1	1	-19°	10°
2	80	34.800	8.00	1	0	-19°	10°
3	120	52.200	12.00	1	1	71°	10°
TOTAL	320	139.200	32	3	2		

ROOF - ARRAY SUMMARY TABLE

ARRAY	# MODULES	KWP	STRING	27.6KW INVERTER	20KW INVERTER	AZIMUTH	PITCH
4	308	100.716	22	3		-19	ASSUMED FLAT
TOTAL	308	100.716	22	3			

PROPOSED SYSTEM SPECIFICATIONS:
239.916 kWp
(320) HIGH EFF. (435W) MODULES
(308) HIGH EFF. (327W) MODULES
10 MODULES/STRING, 32 STRINGS
14 MODULES/STRING, 24 STRINGS
AREA: 7,564 SQ FT, TOTAL PIERS:11
DOUBLE CARPORT LF: ≈222'
TOTAL OF LIGHT POLES TO BE REMOVED: TBD
ROOFTOP PITCH: ASSUMED FLAT
ROOF HEIGHT: 32'

NOTE: THE PROPOSED ARRAY LAYOUT SHOWN IS DESIGNED TO FIT EXISTING CONDITIONS AS THEY ARE DESCRIBED ON THIS DRAWING. kWp AND MODULE QUANTITY, TYPE AND LAYOUT ARE SUBJECT TO CHANGE BASED ON SUNPOWER VERIFICATION OF ACTUAL SITE CONDITIONS, AS WELL AS ON MODULE AVAILABILITY AT THE DATE OF ORDER.

SUNPOWER
1414 HARBOUR WAY SOUTH
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SAN LEANDRO USD
BANCROFT MS
1150 BANCROFT AVE
SAN LEANDRO, CA 94577

CARPORT & T5 SOLAR ROOF TILE
ARRAY LAYOUT

REVISIONS

REV	DESIGN #	DESCRIPTION	DATE	DB	CB
		PROPOSAL	10-01-13	JS	TD
A	D-0066237	ROOFTOP ARRAY CHANGE TO T5	10-23-13	MK	RN
D	D-0067202	RE-PATH AC TRENCH	11-25-13	HG	RN
E	D-0069038	NOTE # 9 UPDATE AND VERTICAL CLEARANCE CHANGED TO 10'	12-11-13	JS	-
F	D-0069038.1				

OPPORTUNITY	629779
PROJECT	
DATE DRAWN	10-1-13
DRAWN BY	JS

0 ½" 1"
IF BAR IS NOT ONE INCH, DRAWING IS NOT TO SCALE

SHEET 1

Exhibit "H"

SOLAR SYSTEMS PRODUCTION GUARANTEE AGREEMENT
BETWEEN
SUNPOWER CORPORATION, SYSTEMS AND SAN LEANDRO UNIFIED SCHOOL DISTRICT

Table of Contents

Article I. Defined Terms
Article II. Production Guarantee
Article III. Customer Responsibilities
Article IV. Expected Energy Adjustment
Article V. Miscellaneous Provisions.
Exhibit A: Solar Power Systems
Exhibit B: Expected Energy
Exhibit C: Avoided Energy Price
Exhibit D: Typical Solar Insolation and AC Energy

*THIS SOLAR SYSTEM PRODUCTION GUARANTEE AGREEMENT ("PGA") dated _____, 20___ ("Effective Date"), is entered into by and between **SunPower Corporation, Systems**, a Delaware corporation ("SunPower"), with its principal place of business at 1414 Harbour Way South, Richmond, California 94804, and **San Leandro Unified School District** ("Customer") with its principal place of business at 14735 Juniper Street, San Leandro, CA 94579. In this PGA, SunPower and Customer are referred to individually as a "Party" and collectively as the "Parties."*

Recitals

WHEREAS, SunPower has separately entered into an Agreement for Design, Installation and Commissioning of Solar/Photovoltaic System ("ESA" or "Design-Build Contract") and Operations and Maintenance Agreement ("O&M Agreement") with Customer (collectively, "Solar Agreement") pursuant to which Customer has purchased from SunPower the solar power Systems identified in the exhibits attached hereto ("Systems"); and

WHEREAS, SunPower and Customer desire to enter into an agreement pursuant to which SunPower will guarantee annual energy generation by the Systems;

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

ARTICLE I. DEFINED TERMS

Section 1.01 Defined Terms.

As used in this PGA, the following terms shall have the meanings set forth below:

- ***Actual Generation** means, for each Guarantee Year during the Term, each System's alternating current or "AC" electricity production in kilowatt-hours ("kWh") as measured under Section 2.03.*
- ***Avoided Energy Price per kWh** means the amounts that the Customer will be paid for each Kilowatt-hour as set out in **Exhibit C: Avoided Energy Price**.*
- ***Customer Responsibilities** shall have the meaning set forth in Section 3.02.*
- ***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 each System (in kWh) as recorded from the kWh interval records of the*

Revenue Meter, and solar irradiance (in W/m^2).

- ***ESA*** *shall have the meaning set forth in the recitals.*
- ***Expected Energy*** *means, for the System in a specified Guarantee Year, the kilowatt hours set forth in* ***Exhibit B: Expected Energy****.*
- ***Force Majeure*** *means:*
    - *Acts of God, including, without limitation, earthquakes, epidemics, landslides, fires, explosion, volcanic activity, 100-year storms and floods or similar occurrence causing any disruption to System energy generation or impedance to a Party's Site access;*
    - *Acts of terrorism, vandalism, theft, a public enemy, war, war defense conditions, blockade, insurrection, riots, general arrest or restraint of government and people, or civil disturbance causing any material reduction to System energy generation or impedance to a Party's Site access;*
    - *Any general (i.e., national or regional) strikes, walkouts, lockouts, or similar industrial or labor actions or disputes causing any material reduction to System energy generation or impedance to a Party's Site access (excluding strikes, walkouts, lockouts or similar industrial or labor actions limited to a party or any subcontractor or materials supplier);*
    - *Any temporary or permanent quarantines, blockades, rules or regulations, enacted or imposed by governmental authorities causing any disruption to System energy generation or impedance to a Party's Site access;*
    - *Changes in any law, ordinance, or regulation relating specifically to the design, construction, installation, interconnection or operation of the System which law is effective after the date of this PGA that materially and adversely affects the ability of a Party to perform its obligations under this PGA or under the Solar Agreement;*
    - *Impingements on solar access by structures or activities on neighboring sites or by facilities causing any material reduction to System energy generation or impedance to a Party's Site access that are beyond the control of either Party;*
    - *Externally caused outages causing any disruption to System energy generation or impedance to a Party's Site access, including:*
        - *Network Disturbance Hours: hours during the Period when 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;*
        - *Network Outage Hours: hours during the Period when a failure in the distribution network or in the Connection Infrastructure prevented energy from being evacuated from the Facility;*
        - *Owner Caused Hours: hours during the Period when the equipment or Facility is off-line due to Owner required outages;*
        - *Major Maintenance Hours: hours during the Period when the equipment or Facility is off-line due to Owner-requested major maintenance work that falls outside of the scope of System Services, as defined by and provided pursuant to the O&M Agreement, and the warranties provided under the ESA.*
- ***Guaranteed Level*** *means 95% of the Expected Energy for a Guarantee Year for a specified System. For the purpose of using this percentage in the applicable calculation in Section 2.01 below, the value of 95% shall be used.*
- ***Guarantee Year*** *means each successive 12-month period during the Term commencing on the first day of the Term.*
- ***In Compliance Letter*** *shall have the meaning set forth in Section 3.03.*
- ***Kilowatt-hour or kWh*** *means electrical energy expressed in kilowatt-hours.*
- ***Noncompliance Period*** *shall have the meaning set forth in Section 3.03.*
- ***O&M Agreement*** *shall have the meaning set forth in the recitals.*
- ***Out of Compliance Letter*** *shall have the meaning set forth in Section 3.03.*
- ***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 Meteonorm and NREL.

- ***Revenue Meter*** *means the principal meter of a given System from which energy production is read and documented.*
- ***SEMMY*** *or Simulated Energy in a Measured Meteorological Year means, with respect to any Guarantee Year, Year 1 AC kWh production 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.*
- ***SETMY*** *or Simulated Energy for a Typical Meteorological Year means the Year 1 AC kWh production of the System simulated by PVSim using average hourly irradiance, wind speed, and air temperature data contained within the Weather File.*
- ***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.*
- ***Solar Agreement*** *means the agreement(s) described in the recitals.*
- ***Start Date*** *for each System shall be the later of the date of Completion or the date when the "Permission to Operate Letter Issued by Utility" as determined pursuant to the ESA.*
- ***System*** *means Customer's photovoltaic system located at each Site and purchased from SunPower as more particularly identified in* ***Exhibit A: Solar Power Systems****.*
- ***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.*
- ***Term*** *means the period commencing on the Start Date and expiring on the twentieth (20th) anniversary thereof.*
- ***True-up Period*** *means each successive five (5) year period during the Term commencing on the first day of the Term.*
- ***Weather Adjustment*** *means the method for reconciling expected kWh during a typical weather year with the actual meteorological conditions measured on-site, as described in Section 2.01.*
- ***Weather File*** *means the following typical meteorological year data set, which contains average hourly values of measured solar radiation, temperature, and wind speed: NREL (TMY3), United States, California, CONCORD CONCORD-BUCHANAN FIELD, Latitude:38.00 degrees, Longitude: -122.05 degrees, Elevation:7.00 meters.*

ARTICLE II. PRODUCTION GUARANTEE

SunPower guarantees to Customer that the Actual Generation of each System during any Guarantee Year, subject to the limitations, terms and conditions stated in this PGA, shall be not less than the product of the Guaranteed Level and the Expected Energy, as adjusted for measured meteorological conditions in Section 2.01. Notwithstanding any other terms in this PGA, component failures not caused by an act of Force Majeure or by the Customer, including but not limited to failure of one or more inverters, shall not excuse Solar Power System performance obligations under this PGA.

Section 2.01 ***Guaranteed Production Calculations.***

SunPower shall calculate the Annual Deficit for each System for each Guarantee Year during the Term:

$$\begin{aligned} &\textit{Annual Deficit} \\ &\quad = (\textit{Expected Energy x Guaranteed Level}) \\ &\quad \times \textit{Weather Adjustment} - \textit{Actual Generation} \end{aligned}$$

Where "Weather Adjustment" means the following ratio:

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

Section 2.02 ***"Guarantee" Payments /Reimbursement.***

(i) *if the ∑ Annual Deficits > 0 for any System, 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, aggregated for the Guarantee Years comprising such True-Up (a "Guarantee Payment");*

(ii) *SunPower shall, by invoice, promptly notify Customer of any Guarantee Payment due to the Customer. A Guarantee Payment shall be payable within thirty (30) days of the date of such invoice.*

(b) *At the end of each True-up Period, SunPower shall provide Customer with a report detailing the calculations set forth in Section 2.01 for each Guarantee Year. This report shall contain sufficient information for the Customer to be able to determine the accuracy of SunPower's conclusion as to the amount, if any, of Guarantee Payment.*

Section 2.03 ***Portfolio-Wide Performance.***

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

$$\begin{aligned} &Portfolio - Wide\ Performance \\ &\quad = \sum_{all\ Systems} Actual\ Generation \\ &\quad - \sum_{all\ Systems} (Expected\ Energy\ x\ 100\%) x\ Weather\ Adjustment \end{aligned}$$

At the end of each True-up Period, if the Portfolio-Wide Performance is ≥ 0, then Section 2.02 notwithstanding, SunPower will not owe any Guarantee Payment. Any Early Guarantee Payment(s) pursuant to Sections 2.01 and 2.02 shall not be reduced or otherwise affected by this Section 2.03.

Section 2.04 Actual Generation Measurement.

The process for measuring Actual Generation for each Guarantee Year shall be:

(a) ***Initial Production Data Collection****. During the Term, SunPower will collect energy production data using its Data Acquisition System. For each Guarantee Year, SunPower will sum the daily kWh production provided by the DAS to calculate the Actual Generation for such Guarantee Year.*

(b) ***Equipment Calibration and Replacement****. SunPower will 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.*

(c) ***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:*

(i) 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.

(ii) 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.

This Section 2.04(c) states SunPower's sole liability, and Customer's exclusive remedy, for any Guaranteed Production arising from any equipment failure or lost data relating to the DAS.

ARTICLE III. CUSTOMER RESPONSIBILITIES

Section 3.01 Designated Contacts.

Customer hereby designates an individual as "Primary Contact" and another individual as "Secondary Contact," each of whom shall be authorized to represent Customer in the administration of this PGA:

Primary Contact:

Name:	*Song Chin-Bendib*
Position:	*Associate Superintendent, Business and Operations*
Work Phone:	*(510) 667-3506*
Fax:	*(510) 895-4159*
Mailing address:	*San Leandro Unified School District*
	14735 Juniper Street, San Leandro, CA 94579
Email:	*schinbendib@sanleandro.k12.ca.us*

Secondary Contact:

Name:	*_____*
Position:	*_____*
Work Phone:	*(510) _____*
Cell Phone:	*(510) _____*
Fax:	*(510) _____*
Mailing address:	*San Leandro Unified School District*
	14735 Juniper Street, San Leandro, CA 94579
Email:	*_____ @sanleandro.k12.ca.us*

Section 3.02 Customer Responsibilities.

Throughout the Term, and as conditions to the obligations of SunPower hereunder, Customer shall:

(a) maintain and substantially comply with the requirements of an O&M Agreement with SunPower for the System;

(b) not be in breach of any Customer obligations under the Solar Agreement;

(c) grant reasonable access to the System by SunPower personnel and representatives;

(d) ensure that Primary and Secondary Contacts have the capability to resolve any failures of DAS communications, and

(e) 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.

Section 3.03 Customer's Failure to Uphold Responsibilities.

SunPower's obligations under this PGA shall be suspended for the duration of Customer's failure to satisfy one or more of Customer's Responsibilities under Section 3.02. SunPower shall promptly notify Customer of any such failures ("Out of Compliance Letter"). In any event that Customer disputes the Out of Compliance Letter, the Parties shall meet and confer within thirty (30) days of written notice of such dispute by District to resolve the dispute. In the event the dispute is not resolved in that manner, the Parties shall submit the dispute to mediation before a neutral party agreed to by and between the Parties. 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's 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 PGA. Each month in which there is a Noncompliance Period, any Actual Generation in such month(s) shall be disregarded in the calculation of Annual Deficits under Section 2.01 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.

ARTICLE IV. EXPECTED ENERGY ADJUSTMENT

Section 4.01 Adjustment of Expected Energy.

If, and to the extent, any of the following events results in a change in the production of electricity by the System, Expected Energy shall be adjusted correlatively for the period of such change:

(a) There is an event of Force Majeure; or

(b) 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.

Section 4.02 Notification of Changes to Expected Energy.

If SunPower determines that any changes to Expected Energy are required based on an event or events described in Section 4.01, then SunPower shall notify the Customer in writing of the basis for its determination and SunPower shall either provide revised definitions of Expected Energy in exhibits that shall replace the current exhibits to this PGA, or specify a date by which it shall do so. Such determination by SunPower shall be subject to Customer's acceptance, which shall not unreasonably be withheld. In the event that SunPower and Customer cannot reach agreement on appropriate changes to Expected Energy based on an event or events described in Section 4.01, the Parties shall resolve the matter in accordance with Section 5.02 below.

ARTICLE V. MISCELLANEOUS PROVISIONS.

Section 5.01 Limitation of Liability.

Except for liabilities arising from or related to a Party's willful misconduct, neither Party shall be liable under this PGA for any indirect, consequential or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of use of any equipment or facilities. Except for liabilities arising from or related to a Party's willful misconduct, and the limits of the insurance policies SunPower is required to maintain under this PGA regardless of whether such limits have been reduced or exhausted, in no other event shall SunPower's liability hereunder exceed the total payment obligations of SunPower to the District arising under Section 2.02.

Section 5.02 Technical Disputes.

In case of any technical dispute between the Parties in a matter related to the calculation of the Actual Generation, Annual Deficit, or Annual Surplus, the Customer shall have the right to request the appointment of a technical expert (the Expert), serving as a neutral arbitrator, for the resolution of the issue. This technical expert may be one of the following entities, assuming both Parties are satisfied regarding their expertise and impartiality: Sandia National Laboratories, BEW Engineering, SGS S.A., or TUV Rheinland. If none of these experts is available or accepted by both Parties, the Parties will work in good faith to secure a suitable alternate Expert. The Expert shall finally determine the technical matter at issue in accordance with the provisions of this Contract, acting as arbitrator. The Expert shall deliver its determination to the Parties in writing, including an explanation of the underlying reasons, within thirty (30) calendar days after the acceptance of the mandate. The Expert's determination shall be final and binding upon the Parties. The costs of the determination, including fees and expenses of the Expert, shall be borne by the Party the Expert deems is in the wrong.

Section 5.03 Notices.

All notices or other communications given, delivered or made under this PGA by either party to the other party shall be in writing and shall be delivered personally, by first-class mail, by reputable overnight delivery company, or by facsimile (with reasonable proof of successful transmission). All such notices or communications to a party shall be mailed, delivered or faxed to such party at its address shown below, or to such other address as the party may designate by ten (10) days' prior notice:

If to Customer:

San Leandro Unified School District
14735 Juniper Street, San Leandro, CA 94579
Telephone No: (510) 667-3500
Attention: Associate Superintendent, Business and Operations

If to SunPower:

SunPower Corporation, Systems
1414 Harbour Way South
Richmond, California 94804 USA
Telephone No.: (510) 260-8218
Attention: _____

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. A courtesy copy of the notice shall be sent by electronic mail.

Section 5.04 Entire Agreement.

This PGA and referenced exhibits or other attachments hereto constitute the entire agreement regarding the subject matter of this PGA and supersede all prior agreements and understandings between the parties relating to the subject matter of this PGA. Nothing herein shall operate to limit, or relieve SunPower of any obligation or liability arising under or related to the ESA or O&M Agreement, or result in merger of this PGA with either, or both of the ESA or O&M Agreement.

Section 5.05 Amendments.

This PGA may not be amended, supplemented or otherwise modified except by a written instrument specifically referring to this PGA and signed by both parties, or as specifically allowed under the terms and conditions outlined in this PGA, subject to approval of the District's governing Board, as required.

Section 5.06 No Waiver.

Failure or delay by a party to exercise any right or remedy under this PGA shall not constitute a waiver thereof. A waiver of breach or default shall not operate as a waiver of any other breach or default, a waiver of the provision itself, or of the same type of breach or default on a future occasion. No waiver shall be effective unless explicitly set forth in writing and executed by the party making the waiver.

Section 5.07 Successors and Assigns.

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

PGA upon any person or entity other than the parties. In the event there is a change in ownership of the System or any component of the Site, Customer shall cause the new owner to execute and deliver to SunPower an assumption of Customer's obligations under this PGA in a form reasonably acceptable to SunPower.

Section 5.08 Severability.

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

Section 5.09 Counterparts.

This PGA 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. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature.

Section 5.10 Applicable Law.

This PGA shall be governed in all respects by the laws of the State of California, in each case without application of conflict of laws principles and without regard to the actual place or places of residence or business of the parties or the actual place or places of negotiation, execution or delivery of this PGA. All disputes under or related to this PGA shall be filed and heard in the jurisdiction in which the System is located.

Section 5.11 Interpretation.

Each party agrees that this PGA will be interpreted fairly to carry out its purpose and intent. Each party waives any statute or rule of construction or interpretation, which would require that any ambiguity be interpreted against any party.

IN WITNESS WHEREOF, SunPower and Customer have executed this PGA.

SUNPOWER:	*CUSTOMER:*
SUNPOWER CORPORATION, SYSTEMS, a Delaware corporation	*San Leandro Unified School District*
By: _____	*By:* _____
Name: *Jeffrey Dasovich*	*Name:* _____
Title: *VP Sales, U&C Americas*	*Title:* _____

Exhibit A: Solar Power Systems

Solar Power System Name	Solar Power System Location/Address
Bancroft Middle School	1150 Bancroft Ave., San Leandro, CA 94577
San Leandro High School	2200 Bancroft Ave., San Leandro, CA 94577

Exhibit B: Expected Energy

Exhibit B1: Bancroft Middle School

Guarantee Year	Annual Production (kWh)
1	363,831
2	362,921
3	362,014
4	361,109
5	360,206
6	359,306
7	358,407
8	357,511
9	356,618
10	355,726
11	354,837
12	353,950
13	353,065
14	352,182
15	351,302
16	350,423
17	349,547
18	348,674
19	347,802
20	346,932
TOTAL:	**7,106,363**

Exhibit B2: San Leandro High School

Guarantee Year	Annual Production (kWh)
1	1,413,963
2	1,410,141
3	1,406,616
4	1,403,099
5	1,399,592
6	1,396,093
7	1,392,602
8	1,389,121
9	1,385,648
10	1,382,184
11	1,378,729
12	1,375,282
13	1,371,844
14	1,368,414
15	1,364,993
16	1,361,580
17	1,358,176
18	1,354,781
19	1,351,394
20	1,348,016
TOTAL:	**27,611,980**

Exhibit C: Avoided Energy Price

Guarantee Year	Utility Price per kWh
1	$0.1965
2	$0.2024
3	$0.2085
4	$0.2147
5	$0.2212
6	$0.2278
7	$0.2346
8	$0.2417
9	$0.2489
10	$0.2564
11	$0.2641
12	$0.2720
13	$0.2802
14	$0.2886
15	$0.2972
16	$0.3062
17	$0.3153
18	$0.3248
19	$0.3345
20	$0.3446

Exhibit D: Typical Solar Insolation and AC Energy

Exhibit D1: Bancroft Middle School

Monthly Summaries			
Time Range	Global Horizontal Irradiance (GHI)		AC Energy w/Availability Loss (kWh)
	(kWh/m2/day)	(kWh/m2)	
Jan	2.17	67	15,635
Feb	2.65	74	16,925
Mar	3.44	106	23,448
Apr	6.21	186	40,047
May	6.71	208	43,853
Jun	7.64	229	47,379
Jul	6.82	211	43,480
Aug	6.17	191	40,726
Sep	5.51	165	34,941
Oct	3.56	110	24,457
Nov	2.67	80	18,350
Dec	2.01	62	14,588
Year TMY	**4.63**	**1692**	**363,831**
Complete Simulation	**4.63**	**1692**	**363,831**

Monthly Summaries			
Time Range	**Global Horizontal Irradiance (GHI)**		**AC Energy w/Availability Loss (kWh)**
	(kWh/m2/day)	**(kWh/m2)**	
Jan	2.17	67	64,394
Feb	2.65	74	67,307
Mar	3.44	106	92,541
Apr	6.21	186	154,256
May	6.71	208	167,892
Jun	7.64	229	178,387
Jul	6.82	211	163,790
Aug	6.17	191	155,934
Sep	5.51	165	136,347
Oct	3.56	110	96,568
Nov	2.67	80	75,264
Dec	2.01	62	60,993
Year TMY	**4.63**	**1692**	**1,413,676**
Complete Simulation	**4.63**	**1692**	**1,413,676**

Exhibit "I"
WARRANTIES

1. **Designer/Builder Warranties.** Designer/Builder shall provide a comprehensive twenty (20) year warranty on all system components against defects in materials and workmanship under normal application, installation, and use and service conditions.

   Additionally, the following minimum warranties are required:

   - PV Modules: The PV modules are to be warranted against degradation of power output of greater than 15% of the original minimum rated power in the first ten (10) years and greater than 20% in the first twenty (20) years of operation.
   - Inverter: The inverter shall carry an extended warranty of at least twenty (20) years.
   - Meters: At minimum, meters shall have a one (1) year warranty. For meters integrated in inverters, the meter warranty period must match the inverter.
   - Mounting system: twenty (20) year warranty, covering at least structural integrity and corrosion.
   - Balance of system components: the remainder of system components shall carry manufacturer warranties conform to industry standards.

   All work performed by Designer/Builder must not render void, violate, or otherwise jeopardize any preexisting District facility or building warranties or the warranties of system components.

2. **Manfacturers' Warranties.** In addition to the specific warranties offered by Designer/Builder, Designer/Builder shall provide all warranties that 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 Production Guarantee and/or any additional warranty terms or durations indicated in the Contract.

3. **Additional Warranties.** Additional warranties that shall be provided by Designer/Builder include the following:

   - **Notice Of Modification Request To Roofing Manufacturer**
   - **Roofing Manufacturer's Certification Of Existing Roof Warranty**

Exhibit "J"
ACADEMY PROGRAM

[RESERVED]

Exhibit "K"
ADDITIONAL CONTRACT DOCUMENTS
TO
AGREEMENT FOR DESIGN AND CONSTRUCTION

San Leandro Unified School District
and
SunPower Corporations, 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

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, and 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.
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 Contract.
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 Site.
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

1.4.1.2. (or other pre-approved program).

1.4.1.3. Scheduler will cooperate with District and shall be available on site for monitoring, maintaining and updating schedules in a timely manner.

1.4.1.4. 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.

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

1.5. SUBMITTALS

1.5.1. Submit Short Interval Schedule at each Construction Progress Meeting.

1.5.2. Submit Time Adjustment Schedule within five (5) days of commencement of a claimed delay.

1.5.3. Submit Recovery Schedules as required for timely completion of Work or when demanded by the District.

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

1.5.5. 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 preliminary schedule of construction (or Preliminary Construction Schedule) as required by this Document and the Contract Documents. It shall be submitted in computer generated format and shall be organized by representing the Designer/Builder's intended sequencing of the Work. 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 Contract.

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 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 Microsoft Project 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.

END OF DOCUMENT

SUBMITTALS

1. GENERAL

1.1. SUBMITTAL PROCEDURES – USE OF 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 US 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 equipment 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 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 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 date, 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, when applicable, 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. When necessary, 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, when necessary, 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; (International Building Code 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; (International Fire 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 – Standard for the Installation of Sprinkler Systems.

1.2.3.9.2. NFPA 14 – Standard for the Installation of Standpipe and Hose Systems.

1.2.3.9.3. NFPA 17A – Standard for Wet Chemical Extinguishing Systems

1.2.3.9.4. NFPA 24 – Standard for the Installation of Private Fire Service Mains and Their Appurtenances.

1.2.3.9.5. (California Amended) NFPA 72 - National Fire Alarm and Signaling Code.

1.2.3.9.6. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

1.2.3.9.7. NFPA 2001 – Standard on 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 (§ 1903A)
  - Concrete Quality, Mixing and Placing (§ 1905A)
  - Concrete Reinforcement and Anchor Testing (§ 1916A)
- Masonry (Chapter 21A)
  - Masonry Construction Materials (§ 2103A)
  - Quality Assurance (§ 2105A)
- Structural Steel (Chapter 22A)
  - Structural Steel (§ 2205A)
  - Identification & Protection of Steel for Structural Purposes (§ 2203A)
  - Testing (§ 2212A)
- Wood (Chapter 23)
  - Minimum Standards and Quality (§ 2303)
  - Wood Construction (§ 1704A.6)
- Exterior Walls (Chapter 14)

- Masonry (§ 1404.4)
- Masonry Construction Materials (§ 2103A)
- Exterior Insulation and Finish Systems (§ 1408)

- Roof Assemblies and Rooftop Structures (Chapter 15)
  - Materials (§ 1506)
- Aluminum (Chapter 20)
  - Materials (§ 2002)
  - Inspection (§ 2003)

1.10.1. **Electrical**

Testing, 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 Contract.

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 and/or the Project Inspector 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 and the District.

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 and an office for the Project Inspector;

1.1.8.1.2. 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 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 third parties, including press and other public communications medium, including, without limitation, on website(s), without prior written approval from the District, such approval not to be unreasonably withheld or delayed.

1.7. PUBLIC RECORDS.

Pursuant to California Public Records Act (Govt. Code §6250 et seq.) ("Act"), information, writings and documents relating to this Contract, owned, used or retained by District ("Public Records"), that are not exempt from disclosure, must be disclosed to any person requesting a copy of the Public Records. If District receives a request for Public Records that relates to confidential or exempt information provided District by Designer/Builder, District shall comply with the Act regarding the disclosure of exempted Public Records. Designer/Builder shall not, however, control the disclosure of Public Records that is otherwise subject to disclosure pursuant to the Act (Govt. Code §6253.3). Notwithstanding the foregoing, District and its agents shall not disseminate this Contract to third parties without Designer/Builder's written authorization or a valid uncontested request under the Act.

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.

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

2.1.1. **All submitta**ls 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 Contract, 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 Contract, 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 Contract, 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 Contract, 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 Contract, 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

2.7.1. 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**

3.1. 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**

5.1. 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**

6.1. 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**

7.1. 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 shal**l be in place and maintained in good conditio**n.

8.2. At Completion of Work, Designer/Builder shall inspect installed SWPPP devices, and present the **currently implement**ed SWPPP with all backup records to the District.

9. **NOTICE OF TERMINATION (NOT)**

9.1. 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**

12.1. 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 be 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 Contract.

1.1.2. Designer/Builder shall not use and/or reuse materials and/or equipment removed from existing Site, 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 Contract.

1.2. FINAL CLEANING

1.2.1. Designer/Builder shall execute final cleaning prior to final inspection.

1.2.2. Designer/Builder shall clean equipment and fixtures to a sanitary condition.

1.2.3. 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. If applicable, 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 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 Contract. 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 Contract and shall proceed with Work as indicated in the Contract.

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, where applicable, 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

[TO THE EXTENT APPLICABLE TO THIS PROJECT]

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. QUALITY ASSURANCE

1.2.1. **Waste Management Coordinator**: Submit qualifications for District's approval.

1.2.2. **Regulatory Requirements**: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.2.3. **Waste Management Conference**: Conduct conference at Project site to comply with requirements in Coordination and Meetings as indicated herein. Review methods and procedures related to waste management including, but not limited to, the following:

1.2.3.1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator;

1.2.3.2. Review requirements for documenting quantities of each type of waste and its disposition;

1.2.3.3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays;

1.2.3.4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities; and

1.2.3.5. Review waste management requirements for each trade.

1.2.4. **Quality of Recycled Material for Re-Use On Site**: Coordinate with testing requirements under the appropriate sections.

1.3. RECYCLING DEMOLITION WASTE, GENERAL

1.3.1. **General**: Recycle paper and beverage containers used by on-site workers.

1.3.2. **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.

1.3.3. **Recycling Incentives**: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by District and Designer/Builder

1.3.4. **Procedures**: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1.3.4.1. 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.

1.3.4.2. Inspect containers and bins for contamination and remove contaminated materials if found.

1.3.4.3. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
1.3.4.4. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
1.3.4.5. Store components off the ground and protect from the weather.
1.3.4.6. Remove recyclable waste off District's property and transport to recycling receiver or processor.

1.4. RECYCLING DEMOLITION WASTE

1.4.1. **Bituminous Concrete Paving**: Break up and transport paving to asphalt-recycling facility, or process on-site.
1.4.2. **Concrete Reinforcement**: Remove reinforcement and other metals from concrete and sort with other metals.
1.4.3. **Concrete**: Break up and transport to concrete-recycling facility or process on site.
1.4.4. **Concrete**: Crush concrete and screen to comply with requirements in Division 2 Section 02300 - Earthwork: Re-use as fill at contractor's option.
1.4.5. **Masonry Reinforcement**: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
1.4.6. **Masonry**: Crush masonry and screen to comply with requirements in Division 2 Section 02300 - Earthwork for use as satisfactory soil for fill.
1.4.7. **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.
1.4.8. **Metals**: Separate metals by type.
1.4.8.1. Structural Steel and Other Metals: Separate members according to size, type of member, and length.
1.4.8.2. Recycle bolts, nuts, washers, and other rough hardware.
1.4.8.3. Non-Ferrous Metals: Separate by type.
1.4.9. **Asphalt Shingle Roofing**: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
1.4.10. **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.
1.4.11. **Acoustical Ceiling Panels and Tile**: Stack large clean pieces on wood pallets and store in a dry location.
1.4.12. **Acoustical Ceiling Suspension Systems**: Separate suspension system, trim, and other metals from panels and tile and sort with other metals.
1.4.13. **Carpet and Pad**: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
1.4.14. **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.
1.4.15. **Plumbing Fixtures**: Separate and recycle.
1.4.16. **Piping**: Reduce piping to straight lengths and arrange by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
1.4.17. **Lighting Fixtures**: Remove lamps and separate fixtures by type and protect from breakage and weather.
1.4.18. **Electrical Devices**: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
1.4.19. **Conduit**: Reduce conduit to straight lengths and store by type and size.
1.4.20. **Green Materials**: Separate out roots, stumps, trunks, shrubs, mulch, and other green matter and transport off-site for appropriate processing.

1.5. DISPOSAL OF WASTE

1.5.1. **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.

1.5.2. 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.

1.5.3. **Burning**: Do not burn and waste materials on-site.

1.5.4. **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 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. TRAINING

1.6.1. Designer/Builder shall provide training to District relating to the equipment and systems installed and constructed by Designer/Builder. Training shall be consistent with the training scope of work identified in Exhibit "A."

1.7. SUBMITTAL

1.7.1. Concurrent with the Schedule of Submittals as indicated in the Contract, 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.

1.7.2. 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.

1.7.3. 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.

1.7.4. 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 provide access to the Project Inspector to one set of reproducible Project Record Drawings ("As-Builts") showing all changes incorporated into the Work the preceding month. The As-Builts shall be available at the Project Site. The Designer/Builder shall submit reproducible Project documents, and where applicable Project drawings, at the conclusion of the Project following review of the 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, if required.

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. COMMISSIONING SCHEDULE

4.1.1. Provide schedules for Designer/Builder Start-Up work.

4.1.2. Incorporate in overall construction schedule.

4.1.3. Contractor's activities, which will be performed as specified under Fine Tuning, shall be completed within one (1) year from date of Completion.

4.2. SUBMITTALS

4.2.1. 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 four (4) weeks before scheduled date of Completion.

4.2.2. Prepare and submit one copy of report form to be used in preparation of reports for:

4.2.3. Each System Report shall be submitted including the following:

4.2.3.1. Project Name

4.2.3.2. Name of System

4.2.3.3. Index of report's content

4.2.3.4. Adjacent to list of equipment, columns to indicate status of equipment operation, to date and to sign off equipment start-up.

4.2.3.5. 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.

4.2.3.6. Manufacturer's equipment start-up reports.

4.2.3.7. Systems' testing, balancing, and adjusting reports.

4.2.3.8. 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.

4.3. SYSTEM FAILURES

4.3.1. After a third 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

At the time of execution of this Agreement, the District's school site test calendars with the exact dates of testing activities are still being prepared. Those will be provided to Designer/Builder as soon as they are ready.

Designer/Builder shall include in its construction schedule at least fifteen (15) weekdays at elementary school sites and at least twenty (20) weekdays at intermediate school sites and high school sites when Designer/Builder shall not be permitted to perform any work at the site.

Exhibit "L"

The following Davis Bacon Wage Information shall only apply to this Contract if the Dstrict utilizes QZAB funding and/or financing.

DAVIS BACON WAGE INFORMATION

29 C.F.R. 5.5 and FEDERAL WAGE DETERMINATIONS

29 C.F.R. 5.5
Code of Federal Regulations
Title 29. Labor
Subtitle A. Office of the Secretary of Labor
Part 5. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act) (Refs & Annos)
Subpart A. Davis–Bacon and Related Acts Provisions and Procedures (Refs & Annos)

➡➡ **§ 5.5 Contract provisions and related matters.**

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages*. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding*. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records*. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of

trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees* —(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements*. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination*: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements*. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards*. Disputes arising out of the labor standards provisions of this contract shall

not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility*. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act*. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the conract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such

representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a)(1)(ii)(B)	1215-0140
(a)(1)(ii)(C)	1215-0140
(a)(1)(iv)	1215-0140
(a)(3)(i)	1215-0140, 1215-0017
(a)(3)(ii)(A)	1215-0149
(c)	1215-0140, 1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, § 5.5 was amended by suspending paragraph (a)(1)(ii) indefinitely.

FEDERAL WAGE DETERMINATIONS

General Decision Number: CA130029 11/15/2013 CA29

Superseded General Decision Number: CA20120029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco,
San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and
Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not
include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does
not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013
2	02/08/2013
3	03/01/2013
4	03/08/2013
5	03/22/2013
6	04/05/2013
7	04/12/2013
8	05/10/2013
9	05/31/2013
10	06/07/2013
11	07/05/2013
12	07/19/2013
13	08/09/2013
14	08/23/2013
15	08/30/2013
16	09/06/2013
17	09/20/2013
18	09/27/2013
19	10/04/2013
20	11/15/2013

* ASBE0016-001 08/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO,
MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA
CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE,
EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA,
MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS,
SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU,
SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,
Protective Coverings,
Coatings, and Finishes to all
types of mechanical systems)
Area 1.....$ 57.15 18.62
Area 2.....$ 44.05 18.62

ASBE0016-004 01/01/2013

Rates Fringes

Asbestos Removal
worker/hazardous material
handler (Includes
preparation, wetting,
stripping, removal,
scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....$ 31.13 6.95

BOIL0549-001 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

AREA 2: REMAINING COUNTIES

Rates Fringes

BOILERMAKER
Area 1.....$ 42.06 33.43
Area 2.....$ 38.37 31.32

BRCA0003-001 06/01/2011

Rates Fringes

MARBLE FINISHER.....$ 28.02 12.22

BRCA0003-003 06/01/2011

Rates Fringes

MARBLE MASON.....$ 39.22 18.68

BRCA0003-005 05/01/2011

Rates Fringes

BRICKLAYER
(1) Fresno, Kings,
Madera, Mariposa, Merced....$ 34.11 19.34
(7) San Francisco, San
Mateo.....$ 39.85 22.00
(8) Alameda, Contra
Costa, San Benito, Santa
Clara.....$ 39.63 19.92
(9) Calaveras, San
Joaquin, Stanislaus,
Toulumne.....$ 35.11 18.99
(16) Monterey, Santa Cruz...$ 35.91 22.42

BRCA0003-008 07/01/2013

Rates Fringes

TERRAZZO FINISHER.....$ 33.15 13.93
TERRAZZO WORKER/SETTER.....$ 39.95 24.39

BRCA0003-011 01/01/2011

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

Rates Fringes

TILE FINISHER
Area 1.....$ 21.44 12.31
Area 2.....$ 21.26 12.44
Area 3.....$ 21.01 11.58
Tile Layer
Area 1.....$ 38.61 13.73
Area 2.....$ 34.41 13.68
Area 3.....$ 29.78 13.10

CARP0022-001 07/01/2012

San Francisco County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 38.65 25.68
Journeyman Carpenter.....$ 38.50 25.68
Millwright.....$ 38.60 27.27
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* CARP0034-001 07/01/2013

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 38.60	29.78
Diver standby	$ 43.38	29.78
Diver Tender	$ 42.38	29.78
Diver wet	$ 85.91	29.78
Manifold Operator (mixed gas)	$ 47.38	29.78
Manifold Operator (Standby)	$ 42.38	29.78

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2013

	Rates	Fringes
Piledriver	$ 38.60	29.78

CARP0035-007 07/01/2012

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa
Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San
Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 22.61	16.71
Installer II	$ 19.18	16.71
Lead Installer	$ 26.06	17.21
Master Installer	$ 30.28	17.21
Area 2		
Installer I	$ 19.96	16.71
Installer II	$ 17.01	16.71
Lead Installer	$ 22.93	17.21
Master Installer	$ 26.56	17.21
Area 3		
Installer I	$ 19.01	16.71
Installer II	$ 16.24	16.71
Lead Installer	$ 21.81	17.21
Master Installer	$ 25.23	17.21

CARP0035-008 08/01/2013

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa
Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 39.35	27.02
Area 2	$ 33.47	27.02
Area 3	$ 33.97	27.02
Area 4	$ 32.62	27.02
Drywall Stocker/Scrapper		
Area 1	$ 19.68	15.65
Area 2	$ 16.74	15.65
Area 3	$ 16.99	15.65
Area 4	$ 16.31	15.65

CARP0152-001 07/01/2012

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 38.50	25.68
Hardwood Floorlayer,		

Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 38.65 25.68
Journeyman Carpenter.....$ 38.50 25.68
Millwright.....$ 38.60 27.27

CARP0152-002 07/01/2012

San Joaquin County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 32.77 25.68
Journeyman Carpenter.....$ 32.62 25.68
Millwright.....$ 35.12 27.27

CARP0152-004 07/01/2012

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 31.42 25.68
Journeyman Carpenter.....$ 31.27 25.68
Millwright.....$ 33.77 27.27

CARP0217-001 07/01/2012

San Mateo County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 38.65 25.68
Journeyman Carpenter.....$ 38.50 25.68
Millwright.....$ 38.60 27.27

CARP0405-001 07/01/2012

Santa Clara County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 38.65 25.68
Journeyman Carpenter.....$ 38.50 25.68
Millwright.....$ 38.60 27.27

CARP0405-002 07/01/2012

San Benito County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 32.77 25.68
Journeyman Carpenter.....$ 32.62 25.68
Millwright.....$ 35.12 27.27

CARP0505-001 07/01/2012

Santa Cruz County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 32.77 25.68
Journeyman Carpenter.....$ 32.62 25.68
Millwright.....$ 35.12 27.27

CARP0605-001 07/01/2012

Monterey County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 32.77 25.68
Journeyman Carpenter.....$ 32.62 25.68
Millwright.....$ 35.12 27.27

CARP0701-001 07/01/2012

Fresno and Madera Counties

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 31.42 25.68
Journeyman Carpenter.....$ 31.27 25.68
Millwright.....$ 33.77 27.27

CARP0713-001 07/01/2012

Alameda County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 38.65 25.68
Journeyman Carpenter.....$ 38.50 25.68
Millwright.....$ 38.60 27.27

CARP1109-001 07/01/2012

Kings County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 38.50 25.68
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 31.42 25.68
Journeyman Carpenter.....$ 31.27 25.68
Millwright.....$ 33.77 27.27

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* ELEC0006-001 12/01/2011

ALAMEDA COUNTY

Rates Fringes

Sound & Communications
Installer.....$ 30.12 3%+13.70
Technician.....$ 34.29 3%+13.70

SCOPE OF WORK: Including any data system whose only function
is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway

systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-004 12/01/2012

SAN FRANCISCO COUNTY

Rates Fringes

Sound & Communications
Installer.....$ 31.12 3%+15.26
Technician.....$ 38.78 3%+15.26

SCOPE OF WORK: Including any data system whose only function
is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or

jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 56.92	25.5145

ELEC0006-008 12/01/2011

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 30.12	3%+13.70
Technician	$ 34.29	3%+13.70

SCOPE OF WORK: Including any data system whose only function
is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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* ELEC0100-002 06/01/2013

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 33.60	19.50

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* ELEC0100-005 12/01/2012

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 26.81	15.25
Technician	$ 30.43	15.36

SCOPE OF WORK
Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and
surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave
transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO

THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control
Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding
Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 02/25/2013

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.65	22.57
Zone A	$ 41.50	22.45

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2012

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 30.62	15.37
Technician	$ 34.86	15.37

SCOPE OF WORK: Including any data system whose only function
is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 06/03/2013

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 51.67	25.70
ELECTRICIAN	$ 45.26	25.51

ELEC0302-003 12/01/2012

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 30.62	15.37
Technician	$ 34.86	15.50

SCOPE OF WORK: Including any data system whose only function
is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside

electrician.

ELEC0332-001 06/03/2013

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 60.46	29.344
ELECTRICIAN	$ 52.57	29.107

FOOTNOTES: Work under compressed air or where gas masks are
required, orwork on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.
Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

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* ELEC0332-003 12/01/2012

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 30.62	15.369
Technician	$ 34.86	15.496

SCOPE OF WORK: Including any data system whose only function
is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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* ELEC0595-001 06/01/2013

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 53.04	3%+28.77
ELECTRICIAN	$ 47.15	3%+28.77

ELEC0595-002 06/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 38.25	9.025%+21.74
ELECTRICIAN		
(1) Tunnel work	$ 35.70	9.025%+21.74
(2) All other work	$ 34.00	9.025%+21.74

ELEC0617-001 06/01/2013

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 52.00	26.24

ELEC0617-003 12/01/2012

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 30.62	15.37
Technician	$ 34.86	15.49

SCOPE OF WORK: Including any data system whose only function
is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside

electrician.

ELEC0684-001 06/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 34.90	3%+17.46

CABLE SPLICER = 110% of Journeyman Electrician

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* ELEC1245-001 06/01/2013

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 50.30	15.00
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 40.17	14.56
(3) Groundman	$ 30.73	13.48
(4) Powderman	$ 44.91	13.48

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC	$ 58.07	25.185

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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* ENGI0003-008 07/01/2013

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 40.53	27.81
(2) Dredge Dozer; Heavy duty repairman	$ 35.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 34.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 31.15	27.81
AREA 2:		
(1) Leverman	$ 42.53	27.81
(2) Dredge Dozer; Heavy duty repairman	$ 37.57	27.81
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 36.45	27.81
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 33.15	27.81

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 07/01/2013

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 39.02	26.27
GROUP 2	$ 37.49	26.27
GROUP 3	$ 36.01	26.27
GROUP 4	$ 34.63	26.27
GROUP 5	$ 33.36	26.27
GROUP 6	$ 32.04	26.27
GROUP 7	$ 30.90	26.27
GROUP 8	$ 29.76	26.27
GROUP 8-A	$ 27.55	26.27
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 39.90	26.27
Oiler	$ 32.93	26.27
Truck crane oiler	$ 36.50	26.27
GROUP 2		
Cranes	$ 32.67	26.27
Oiler	$ 32.67	26.27
Truck crane oiler	$ 36.21	26.27
GROUP 3		
Cranes	$ 36.40	26.27
Hydraulic	$ 32.04	26.27
Oiler	$ 32.43	26.27
Truck Crane Oiler	$ 35.94	26.27
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 40.24	26.27
Oiler	$ 30.98	26.27
Truck crane oiler	$ 33.26	26.27
GROUP 2		
Lifting devices	$ 38.42	26.27
Oiler	$ 30.71	26.27

Truck Crane Oiler.....$ 33.01 26.27
GROUP 3
Lifting devices.....$ 36.74 26.27
Oiler.....$ 30.49 26.27
Truck Crane Oiler.....$ 32.72 26.27
GROUP 4
Lifting devices.....$ 34.97 26.27
GROUP 5
Lifting devices.....$ 33.67 26.27
GROUP 6
Lifting devices.....$ 32.33 26.27

OPERATOR: Power Equipment (Steel Erection - AREA 1:)

GROUP 1
Cranes.....$ 40.87 26.27
Oiler.....$ 31.32 26.27
Truck Crane Oiler.....$ 33.55 26.27
GROUP 2
Cranes.....$ 39.10 26.27
Oiler.....$ 31.05 26.27
Truck Crane Oiler.....$ 33.33 26.27
GROUP 3
Cranes.....$ 37.62 26.27
Hydraulic.....$ 32.67 26.27
Oiler.....$ 30.83 26.27
Truck Crane Oiler.....$ 33.06 26.27
GROUP 4
Cranes.....$ 35.60 26.27
GROUP 5
Cranes.....$ 34.30 26.27

OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)

SHAFTS, STOPES, RAISES:
GROUP 1.....$ 35.12 26.27
GROUP 1-A.....$ 37.59 26.27
GROUP 2.....$ 33.86 26.27
GROUP 3.....$ 32.53 26.27
GROUP 4.....$ 31.39 26.27
GROUP 5.....$ 30.25 26.27
UNDERGROUND:
GROUP 1.....$ 35.02 26.27
GROUP 1-A.....$ 37.49 26.27
GROUP 2.....$ 33.76 26.27
GROUP 3.....$ 32.43 26.27
GROUP 4.....$ 31.29 26.27
GROUP 5.....$ 30.15 26.27

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);
Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination
backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill
equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled

compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-019 06/25/2012

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 28.64	23.75
AREA 2	$ 30.64	23.75
GROUP 2		
AREA 1	$ 25.04	23.75
AREA 2	$ 27.04	23.75
GROUP 3		
AREA 1	$ 20.43	23.75
AREA 2	$ 22.43	23.75

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

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THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

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Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 07/01/2013

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 26.58	17.74
Ornamental, Reinforcing and Structural	$ 33.00	26.30

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 12/01/2012

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN
MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND
YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B	$ 19.06	8.62
LABORER (Lead Removal)		
Area A	$ 36.25	9.19
Area B	$ 35.25	9.19

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN
MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL
DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED,
MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN
BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU,
SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 27.84	15.82
GROUP 1	$ 27.14	15.82
GROUP 1-a	$ 27.36	15.82
GROUP 1-c	$ 27.19	15.82
GROUP 1-e	$ 27.69	15.82
GROUP 1-f	$ 27.72	15.82
GROUP 1-g (Contra Costa County)	$ 27.34	15.82
GROUP 2	$ 26.99	15.82
GROUP 3	$ 26.89	15.82
GROUP 4	$ 20.58	15.82
See groups 1-b and 1-d under laborer classifications.		
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 26.84	15.82
GROUP 1	$ 26.14	15.82
GROUP 1-a	$ 26.36	15.82
GROUP 1-c	$ 26.19	15.82
GROUP 1-e	$ 26.69	15.82
GROUP 1-f	$ 26.72	15.82
GROUP 2	$ 25.99	15.82
GROUP 3	$ 25.89	15.82
GROUP 4	$ 19.58	15.82
See groups 1-b and 1-d under laborer classifications.		
Laborers: (GUNITE - AREA A:)		
GROUP 1	$ 28.10	15.82
GROUP 2	$ 27.60	15.82
GROUP 3	$ 27.60	15.82
GROUP 4	$ 27.60	15.82
Laborers: (GUNITE - AREA B:)		

GROUP 1.....$ 27.10 15.82
GROUP 2.....$ 26.60 15.82
GROUP 3.....$ 26.01 15.82
GROUP 4.....$ 25.89 15.82
Laborers: (WRECKING - AREA A:)
GROUP 1.....$ 27.14 15.82
GROUP 2.....$ 26.99 15.82
Laborers: (WRECKING - AREA B:)
GROUP 1.....$ 26.14 15.82
GROUP 2.....$ 25.99 15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)
(1) New Construction.....$ 26.89 15.82
(2) Establishment Warranty Period.....$ 20.58 15.82
Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA B:)
(1) New Construction.....$ 25.89 15.82
(2) Establishment Warranty Period.....$ 19.58 15.82

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing

from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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* LABO0073-002 07/01/2009

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 25.89	14.93
Traffic Control Person I	$ 26.19	14.93
Traffic Control Person II	$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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* LABO0073-003 07/01/2013

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.70	16.53

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* LABO0073-005 07/01/2013

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;
Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0166-001 07/01/2006

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender	$ 25.91	14.65

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

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* LABO0166-002 07/01/2007

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 26.93	16.50

FOOTNOTES: Underground work such as sewers, manholes, catch
basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

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* LABO0261-003 07/01/2009

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 26.89	14.93
Traffic Control Person I	$ 27.19	14.93
Traffic Control Person II	$ 24.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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* LABO0261-005 07/01/2013

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

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Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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* LABO0270-003 07/01/2009

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 26.89	14.93
Area B	$ 25.89	14.93
Traffic Control Person I		
Area A	$ 27.19	14.93
Area B	$ 26.19	14.93
Traffic Control Person II		
Area A	$ 24.69	14.93
Area B	$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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* LABO0270-004 07/01/2013

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;
Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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* LABO0270-005 07/01/2013

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.70	16.53

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* LABO0294-001 07/01/2013

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick	$ 31.52	16.53

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* LABO0294-002 07/01/2009

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 25.89	14.93
Traffic Control Person I	$ 26.19	14.93
Traffic Control Person II	$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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* LABO0294-005 07/01/2013

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;
Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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* LABO0304-002 07/01/2009

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 26.89	14.93
Traffic Control Person I	$ 27.19	14.93
Traffic Control Person II	$ 24.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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* LABO0304-003 07/01/2013

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;
Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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* LABO0324-002 07/01/2009

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 26.89	14.93
Traffic Control Person I	$ 27.19	14.93
Traffic Control Person II	$ 24.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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* LABO0324-006 07/01/2013

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;
Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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* LABO1130-002 07/01/2009

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 25.89	14.93
Traffic Control Person I	$ 26.19	14.93
Traffic Control Person II	$ 23.69	14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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* LABO1130-003 07/01/2013

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 34.10	16.53
GROUP 2	$ 33.87	16.53
GROUP 3	$ 33.62	16.53
GROUP 4	$ 33.17	16.53
GROUP 5	$ 32.63	16.53
Shotcrete Specialist	$ 36.12	16.53

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman;
Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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* LABO1130-005 07/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

Rates Fringes

LABORER
Mason Tender-Brick.....$ 31.70 16.53

LABO1414-004 08/07/2013

SAN FRANCISCO AND SAN MATEO COUNTIES:

Rates Fringes

PLASTER TENDER.....$ 30.00 16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-007 08/07/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS & TUOLUMNE

Rates Fringes

Plasterer tender.....$ 30.00 16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-008 08/07/2013

ALAMEDA AND CONTRA COSTA COUNTIES:

Rates Fringes

Plasterer tender.....$ 30.00 16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-010 08/07/2013

SANTA CLARA AND SANTA CRUZ COUNTIES

Rates Fringes

PLASTER TENDER
4 Stories and under.....$ 28.00 16.36
5 Stories and above.....$ 30.00 16.36

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1414-011 08/07/2013

MONTEREY AND SAN BENITO COUNTIES

Rates Fringes

Plasterer tender.....$ 30.00 16.36

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2013

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA
CLARA, AND SANTA CRUZ COUNTIES

Rates Fringes

Painters:.....$ 33.86 20.26

PREMIUMS:

EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA
CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN
JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

Rates Fringes

Drywall Finisher/Taper
AREA 1.....$ 40.37 20.07
AREA 2.....$ 36.24 18.67

PAIN0016-012 01/01/2013

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO,
SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

Rates Fringes

SOFT FLOOR LAYER.....$ 44.87 17.98

PAIN0016-015 01/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE
COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 29.06	15.98

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 37.48	20.26

PAIN0169-001 01/01/2013

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 32.48	18.20

PAIN0169-005 01/01/2013

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 41.88	21.59

PAIN0294-004 01/01/2013

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 25.67	15.63
Drywall Finisher/Taper	$ 30.47	16.81

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2013

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 27.83	15.40

PAIN0767-001 01/01/2013

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 32.24	19.88

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day,
Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2013

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 28.27	11.65
GROUP 2	$ 28.60	11.65
GROUP 3	$ 26.96	11.65

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2013

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 28.25	16.73

PLAS0066-002 08/01/2011

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 33.13	24.64

PLAS0300-001 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 29.72	14.21
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 34.22	14.08
AREA 295: Calaveras & San Joaquin Couonties	$ 32.82	15.10
AREA 337: Monterey County	$ 31.01	13.93
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.82	15.30

PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 28.65	18.56

PLUM0038-001 07/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 62.00	42.39

PLUM0038-005 07/01/2013

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 52.70	31.45

PLUM0062-001 07/01/2013

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 41.05	24.49

PLUM0159-001 07/01/2013

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 50.67	31.34
(2) All other work	$ 51.67	31.34

PLUM0246-001 07/01/2013

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 36.40	24.74

PLUM0246-004 07/01/2013

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00	9.77

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for

protection of buried piping; Flagman

PLUM0342-001 07/01/2013

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 53.71	34.19
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 53.71	34.19

PLUM0355-004 07/01/2013

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 28.55	8.30

PLUM0393-001 07/01/2013

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 57.41	30.08

PLUM0442-001 07/01/2013

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 37.00	22.59

PLUM0467-001 07/01/2013

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 56.45	29.66

ROOF0027-002 09/01/2010

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ROOFER	$ 27.65	8.07

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2012

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 33.61	12.37

ROOF0081-001 08/01/2011

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 33.16	10.90

ROOF0081-004 08/01/2012

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 29.99	11.82

ROOF0095-002 08/01/2012

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman	$ 36.62	13.16
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 38.62	13.16

SFCA0483-001 01/01/2013

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 52.16	24.87

SFCA0669-011 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 32.98	19.35

SHEE0104-001 07/01/2013

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA
CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts under $200,000	$ 51.30	35.96
All Other Work	$ 52.80	34.46
AREA 2	$ 40.26	27.56
AREA 3	$ 42.66	27.16

SHEE0104-003 07/01/2013

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 35.87	26.88

SHEE0104-005 07/01/2013

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 35.57	29.36

SHEE0104-007 07/01/2013

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 34.49	29.66

SHEE0104-015 07/01/2013

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN
MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 52.80	34.46

SHEE0104-018 07/01/2013

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN
JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 35.87	26.88

TEAM0094-001 07/01/2013

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 27.44	23.69
GROUP 2	$ 27.74	23.69
GROUP 3	$ 28.04	23.69
GROUP 4	$ 28.39	23.69
GROUP 5	$ 28.74	23.69

FOOTNOTES:
Articulated dump truck; Bulk cement spreader (with or without
auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination.
The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may

include both union and non-union data. Example: SULA2004-007
5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates
the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Exhibit "M"
PROJECT STABILIZATION AGREEMENT

Exhibit "N"
PG&E EASEMENT

Exhibit "O"
EDUCATION PROGRAM

Educational Program Support Services Provided:

Within 90 days of receipt of the Notice to Proceed, SunPower will host a "STEM Workshop" for leaders in Career Technology Education (CTE) at San Leandro Unified School District to further define these support services which include:

1. **Professional Development for Teachers**. Provide enrollment and tuition for two (2) teachers in a "Solar PV System Design and Installation Certification" course at SunPower University in the Summer of 2014. This is a customized training and certification course designed specifically for K12 teachers. It provides professional development for teachers and utilizes project and work-based learning techniques. Educators will explore emerging solar and clean tech career opportunities available in the regional economy. This rigorous learning opportunity will help teachers learn how to better-prepare students for high-demand, high-wage solar careers of the future. 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 25 high school students from San Leandro Unified School District in the Summer of 2014. The Solar Science Academy is designed to boost interest in science and inspire youth to reach for new levels of academic and career achievement. The summer academy will spark, sustain and deepen students' interest in science, technology, engineering and mathematics (STEM); demonstrate the connection between STEM-curricula and careers in the local economy; and encourage students to pursue academic, career and lifelong pathways in STEM-related career fields beyond high school. The summer internship will cover the anatomy of a solar project lifecycle- project scope, economics, sales, design, permitting, construction/ installation, and 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**. As part of the STEM Workshop, SunPower will present its partnership with Project Lead the Way (PLTW) which is aimed at supporting STEM education and CTE programs in CA public schools. PLTW staff will also be available to participate. If the District decides to invest in a PLTW "Pathway to Engineering" (PTE) program into one of its high schools as part of the proposed Project, then SunPower will provide for a standard PLTW grant to offset costs associated with implementing PTE over three years (the standard PLTW grant in support of implementing a PTE program over three years is $35,000, with $10,000 for the first year, $15,000 for the second year, and $10,000 for the third year).