

**THE CITY OF SANTA ROSA
DESIGN-BUILD CONTRACT
WITH SPRIG ELECTRIC
CONTRACT NUMBER _____**

This Design-Build Contract ("Contract") is made as of this _____ day of _____, 2016, by and between the **CITY OF SANTA ROSA** (the "City"), a municipal corporation, and Sprig Electric, a California Corporation, (the "Design-Build Entity"), for the purpose of designing and constructing the **SOLAR PHOTOVOLTAIC PARKING CANOPY SYSTEM** (the "Project"). City and Design-Build Entity are herein collectively referred to as the "Parties."

RECITALS

A. City desires to obtain design and construction services for the installation of solar photovoltaic systems on the roof tops of Garage 1 (521 7th Street), Garage 3 (735 5th Street), Garage 9 (97 D Street) and Garage 12 (555 1st Street).

B. In order to retain a qualified contractor to conduct the design-build described above in accordance with the terms of this Contract, City issued a Request for Proposals ("RFP") seeking proposals from qualified firms to design, fabricate, deliver and install an approximately 318.7 KiloWatt ("KW") solar photovoltaic parking canopy system utilizing a design-build delivery method as authorized by City Code Chapter 3.60 Design-Build Procurement ("Project").

C. Design-Build Entity represents to City that it is fully qualified to conduct the services described above.

D. Design-Build Entity submitted a proposal for the Project, which was selected as providing the best-value for the Project, and is prepared to enter into this Contract.

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

CONTRACT

1. TERMS.

1.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following Contract Documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto (with the first listed documents having the highest priority):

- a. Contract
- b. Attachment 1 – Specifications Solar Photovoltaic (PV) Electric System and Parking Canopy City of Santa Rosa
- c. Attachment 2 - Contract- General Conditions
- d. Attachment 3 - Design-Build Entity Proposal
- e. All City approved Change Orders to the Contract and all mutually agreed upon addenda
- f. Attachment 4 - Cost of Extra Work

1.1.1 Acknowledgement of Contract Documents. The above documents constitute and may hereinafter be referred to as the "Contract Documents." In addition to signing this Contract, Design-Build Entity shall review and execute where appropriate all the Attachments to this Contract described above. Also, Design-Build Entity shall initial this paragraph immediately below acknowledging that he or she has read, understood and agrees with all of the terms of the Contract Documents, including, but not limited to, provisions of the City Specifications, City Standards and Attachment 2 Contract General Conditions relating to indemnification, insurance, standards of performance, termination, compensation and time of the essence performance. Design-Build Entity shall not disclaim knowledge of the meaning and effect of any term or provision of the Contract Documents, and agrees to strictly abide by their meaning and intent.



**Design-Build Entity's
Initials**

1.1.2 Design-Build Entity's Basic Obligation. Design-Build Entity promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project as described in the Contract Documents (hereinafter the "Scope of Work"), for a Guaranteed Maximum Price ("GMP") of ONE MILLION, TWO HUNDRED-TWELVE THOUSAND, ONE HUNDRED AND SEVENTEEN DOLLARS (\$1,212,117.00). Unless otherwise stated in the Contract Documents, the GMP shall pay for all costs and expenses required to design and

construct the Project.

1.1.3 Extra Work. Extra Work shall have the meaning given to it in the General Conditions. Extra Work shall be compensated at the rates set forth in Attachment 4 to this Contract, and shall be initiated only upon written approval by City as described in the General Conditions.

1.2 Standard of Performance. Design-Build Entity's performance shall be consistent with the standards set forth in the Contract and the General Conditions.

1.3 Period of Performance and Liquidated Damages. Design-Build Entity guarantees that it shall perform and complete all work necessary for Final Completion of the Project, as defined in the General Conditions, by the Guaranteed Completion Date of December 31, 2017 ("GCD").

a. Design-Build Entity agrees that liquidated damages will apply in the amount of \$1,000 per calendar day for each and every calendar day beyond the GCD that Final Completion of the Project has not been achieved.

1.4 City's Basic Obligation. City agrees to engage and do hereby engage Design-Build Entity as an independent contractor to furnish all materials and to perform all work described in the Scope of Work for the Project according to the terms and conditions herein contained for the GMP set forth above. Except as otherwise provided in the Contract, City shall pay to Design-Build Entity, as full consideration for the satisfactory performance by Design-Build Entity of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

1.5 City's Representative. City hereby designates Kim Nadeau, 707-543-3464, knadeau@srcity.org, as the person to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall be authorized to act as liaison between City and Design-Build Entity in the administration of this Contract and all work on the Project. City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. City may designate new and/or different individuals to act as City's Representative from time to time upon written notice to Design-Build Entity.

1.6 Design-Build Entity's Representative. Design-Build Entity hereby designates Sal Costanzo, sconstanzo@sprigelectric.com, or his designee, to act as its representative for the performance of this Contract ("Design-Build Entity's Representative"). Design-Build Entity's Representative shall have full authority to represent and act on behalf of Design-Build Entity for all purposes under this Contract. Design-Build Entity's Representative shall supervise and direct all work on the Project, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all

portions of the work pursuant to this Contract.

1.7 Design-Build Entity's Licensing. Design-Build Entity shall have only appropriately licensed contractors performing work on the Project as required by the Business and Professions Code. Design-Build Entity, Sprig Electric (License No. 296728) will act as the licensed general contractor for the Project. Design-Build Entity shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California, and Design-Build Entity shall be fully responsible to City for any damages and/or delays to the Project as specified in the indemnification provisions of the Contract. Any change in the general contractor shall be subject to City's prior written approval, which approval shall not be unreasonably withheld. The new general contractor shall be of at least equal competence as the prior general contractor. In the event that City and Design-Build Entity cannot agree as to the substitution of a new general contractor, City shall be entitled to terminate this Contract as described in the General Conditions. Design-Build Entity shall be licensed in the following appropriate classification(s) of contractor's license(s), for the Project, and must maintain the license(s) throughout the duration of the Project: Class B. By its signature hereunder, Design-Build Entity certifies that it is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board. Design-Build Entity shall obtain and maintain the required licenses, permits and all other appropriate legal authorizations for all applicable federal, state and local jurisdictions (including California Environmental Quality Act clearance) and pay all applicable fees associated therewith. Design-Build Entity shall immediately notify City in writing of any change in its licensing status during the term of its agreement with City.

1.8 Ineligible Contractors. Pursuant to Public Contract Code section 6109, no contractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code, may work on this Project.

1.9 Prevailing Wages/Labor Code. This Project is subject to the prevailing wage requirements of California Labor Code sections 1720 et seq. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed, copies of which are on file and will be made available to any interested party upon request at the office of City's Representative or online at www.dir.ca.gov. Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him. Design-Build Entity shall post these rates at the job site. Design-Build Entity shall comply with all applicable Labor Code provisions, including but not limited to, employment of apprentices, hours of labor and debarment of contractors. Design-Build Entity shall indemnify, defend and hold harmless the City against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes. The foregoing specified prevailing

wage rates are minimum rates only, and Design-Build Entity may pay any wage rate in excess of the applicable rate. Pursuant to Labor Code §1775, Design-Build Entity as a penalty to the owner shall forfeit up to fifty dollars (\$50.00) for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Design-Build Entity. If there is a difference between the minimum wage rates pre-determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Design-Build Entity and Subcontractors shall pay not less than the higher wage rate. City will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinates. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Design-Build Entity and subcontractors, Design-Build Entity and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question. Design-Build Entity shall only provide prevailing wage reports upon written request from the City.

110 Material Guaranty: Before any contract is awarded, the licensed general contractor named in 1.7 may be required to furnish samples of materials and detailed submittals of equipment to be used in construction of the project, which samples may be subjected to the tests provided for in the Specifications to determine their quality and fitness for the work. Design Build Entity shall unconditionally guarantee the materials for a period as defined in Attachment 1, Specification Part 4 Warranties and provide bonds as described in Section 1.11.

111 Performance, Payment and Material Bonds. Design-Build Entity will be required to furnish City with three (3) good and sufficient bonds (one original of each) issued by a corporate surety in good financial standing and authorized and admitted to transact a surety business in the State of California for purposes and in the amounts stated below. These bonds shall be submitted within ten (10) days after receipt of the Notice of City Council approval of Award. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120. The GMP includes the cost of obtaining such bonds.

- a. **Performance Bond:** A performance bond shall be furnished to guarantee the faithful performance of the terms and conditions of the said contract by Design-Build Entity, which shall be executed in a sum of 100% of the Design-Build Contract price.
- b. **Labor and Materials Bond:** A labor and materials bond (payment bond) shall be furnished in accordance with Chapter 7, Section 3247 et seq. of

the California Civil Code to guarantee City against any and all claims of subcontractors or other third parties furnishing labor, materials, or supplies for said contract, which shall be executed in a sum of one hundred percent (100%) of the Contract price.

- c. **Material Guaranty Bond:** Design-Build Entity shall furnish a material guaranty bond (warranty bond) to serve as surety for the guarantee requirements outlined in Section 1.10, which shall be executed in a sum of one-half of the Contract price. The guarantee shall cover one hundred percent (100%) of all costs of repairs within the initial one (1) year period, including all costs of labor, materials, equipment, and incidentals.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and materials-men become insufficient, or the Award Authority has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of Design-Build Entity for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary considering the extent of the work remaining to be done. Thereafter no payment shall be made upon the Contract to Design-Build Entity or any assignees of Design-Build Entity until such bond or bonds or additional surety has been furnished.

112 Discrimination Prohibited. In the performance of the Contract, Design-Build Entity shall not discriminate in recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.

113 Immigration Reform Act Requirements. Design-Build Entity shall warrant that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Design-Build Entity shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Design-Build Entity shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to ensure continued compliance with all federal statutes and regulations. Notwithstanding the above, Design-Build Entity, in the performance of the Contract shall not discriminate against any person in violation of 8 USC Section 1324b. Design-Build Entity shall retain such documentation for all covered employees for the period described by law. Design-Build Entity shall indemnify, defend and hold harmless City and its officers and employees from employer

sanctions and other liability which may be assessed against Design-Build Entity or City or in connection with any alleged violations of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under the Contract.

1.14 Design-Build Entity's Engineer of Record. Design-Build Entity shall name a specific person to act as the Engineer of Record as described in the General Conditions, subject to the approval of City. Design-Build Entity hereby designates Earl Finlay (License No. 11295) to act as the Electrical Engineer of Record for the Project and Neal Shah (License No. S5017) to act as the Structural Engineer of Record for the Project. Design-Build Entity's Engineer of Record shall perform all services required under the Contract in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California, and Design-Build Entity shall be fully responsible to City for any damages and/or delays to the Project as specified in the indemnification provisions of the Contract. Any change in the Engineer of Record shall be subject to City's prior written approval, which approval shall not be unreasonably withheld. The new Engineer of Record shall be of at least equal competence as the prior Engineer of Record. In the event that City and Design-Build Entity cannot agree as to the substitution of a new Engineer of Record, City shall be entitled to terminate this Contract as described in the General Conditions.

1.15 Design-Build Entity's Indemnification. Design-Build Entity agrees to protect, save, defend and hold harmless, (with counsel of City's choosing) to the greatest extent provided by law, the City, its governing body and each member thereof, its officers, agents and employees ("Indemnified Parties") from any and all loss, damage, costs, lawsuits, claims, liabilities, demands, causes of action judgments, reasonable expenses or damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or from third party claims' interference with the use of property, arising out of the actual or alleged negligent acts, errors or omission, or willful misconduct by Design-Build Entity, Design-Build Entity's agents, officers, employees, or subcontractors retained by Design-Build Entity to provide services pursuant to this Contract. The only exception to Design-Build Entity's responsibility to protect, save, defend and hold harmless the Indemnified Parties is where a claim, liability, expense or damage occurs due to the sole negligence, willful misconduct or active negligence of the Indemnified Parties. This hold harmless provision shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable. Insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by Design-Build Entity. Notwithstanding the foregoing, to the extent Design-Build Entity's Scope of Work is subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design-Build Entity.

a. In claims against any person or entity indemnified under this provision, that are made by an employee of Design-Build Entity or any

subcontractor, a person indirectly employed by Design-Build Entity or any subcontractor, or anyone for whose acts Design-Build Entity or any subcontractor may be liable, the indemnification obligation under this provision shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Design-Build Entity or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts or any other insurance limitations. The indemnification obligations under this provision shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

b. Joint and several liability shall apply to Design-Build Entity. In the event Design-Build Entity and one or more than one other party is connected with an accident or occurrence covered by this indemnification, then all such parties shall be jointly and severally responsible to each of the indemnitees for indemnification, and the ultimate responsibility among such indemnifying parties for the loss and expense of any such indemnification shall be resolved without jeopardy to any indemnitee listed herein.

1.16 Insurance. Design-Build Entity shall, at a minimum, maintain in full force and effect all of the insurance coverage described in, and in accordance with the insurance requirements set forth in Article 12 of the General Conditions.

1.17 Design-Build Entity's Labor Certification. By its signature hereunder, Design-Build Entity maintains that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of all work described in the Scope of Work for the Project.

1.18 Reporting Requirements. Design-Build Entity shall comply with all reporting requirements as required by applicable law and as set forth in Attachment 1 as well as within this Contract.

1.19 Successors. The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. Design-Build Entity may not either voluntarily or by action of law, assign any obligation assumed by Design-Build Entity hereunder without the prior written consent of City.

1.20 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Design-Build Entity: Sprig Electric
1860 South 10th Street
San Jose, CA 95404
Attn: Sal Costanzo

City: City of Santa Rosa
Finance Department
90 Santa Rosa Avenue
Santa Rosa, CA 95404
Attn: Kim Nadeau

a. Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

1.21 Attachments. All Attachments referenced in this Contract are incorporated into the Contract by this reference.

1.22 Recitals. The above referenced recitals are true and correct and are incorporated into this Contract by this reference.

1.23 Authority of Signatories. The persons executing this Contract on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

Design-Build Entity:

Sprig Electric
a California corporation

CITY OF SANTA ROSA
a Municipal Corporation

TYPE OF BUSINESS ENTITY (*check one*)

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: _____

Title: _____

Signatures of Authorized Persons:

By:  _____

Print Name: Clint Ramsey

Title: Chief Financial Officer

By:  _____

Print Name: Rick Clinton

Title: Executive Vice President

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

City of Santa Rosa Business Tax Cert. No.

9997048427

Attachment 1

SPECIFICATION

SOLAR PHOTOVOLTAIC (PV) ELECTRIC SYSTEM AND PARKING CANOPY CITY OF SANTA ROSA

PART 1 GENERAL

1.1 SUMMARY

- A Build solar photovoltaic (PV) parking canopy systems on existing parking structures for the City of Santa Rosa as described in the Table below.

	kW DC Output	kW AC Output
Garage 1 521 7th Street	79.0	70.9
Garage 3 725 5th Street	72.0	64.6
Garage 9 97 D Street	79.4	71.2
Garage 12 555 1st Street	88.3	79.2
Total	318.7	285.9

- B Provide PV systems in the general locations identified in Appendix A.

C Facility Contact:

Luke Morse
Parking Maintenance Supervisor
City of Santa Rosa
707-543-3342
lmorse@srcity.org

D Technical Contact

Tim Holmes
Kenwood Energy
707-833-1028
timholmes@kenwoodenergy.com

1.2 DEFINITIONS

- A City Engineer: An employee of the City and / or professional designated by the City as the City's representative.

- B Owner: The City of Santa Rosa

1.3 SCOPE OF WORK INCLUDES AND REQUIRES

- A Design and installation of a parking canopy PV systems.
- B The Work shall include all materials, labor, equipment, fencing, trenching, boring, paving, electric panels, breakers, services, and incidentals necessary to install a complete PV system as specified hereinafter, including, but not limited to, the work included in this RFP. The Design-Build Entity (DBE) is expected to work closely with the City personnel to avoid potential damage to existing infrastructure.
- C At a minimum, the project shall consist of the design, supply, and installation of a PV system, mounting structure, terminal and combiner boxes, quick-connect electrical connectors, DC wiring, DC disconnect, grid-connected inverter, AC disconnect, AC wiring, all metering equipment, a DAS, an isolation transformer, all designed to interconnect with the building's electrical system.
- D All applicable sections of Construction Specification Institutes Division 0 and Division 1 are included herein by reference.
- E It is the DBE's responsibility to review all available drawings and visit the jobsite to collect and document existing conditions and determine conduit and wiring runs. No allowance shall be made for any additional costs incurred by the DBE due to failure to properly understand site conditions.
- F Civil and Structural engineering analysis and documentation, stamped and signed by a Civil or Structural Engineer registered in the State of California, certifying that the mounting structure can support any loads resulting from local applicable seismic and wind-load activity. A Professional Engineer in the appropriate discipline must stamp all relevant drawings. All mounting canopies shall have a safety factor of at least 1.5.
- G The DBE is responsible for identifying all underground obstructions in the working area via a City approved Underground Contractor. The City will support the DBE by providing all available drawings and institutional knowledge that is available. The DBE is responsible for repairing any services damaged during the course of work within 24 hours.
- H Complete all required utility paperwork for the net metering program, and the interconnection agreements. Each facility's electric rate schedule will be changed to A6.
- I All current California Building Codes, and all other applicable codes, shall apply.
- J The system shall be designed to meet all local applicable seismic and wind-load requirements.
- K The DBE is responsible for compliance with all permit requirements (building, fire, etc), final sign off, and final PG&E sign off prior to final payment.
- L Secure all permits and submittals required by State building jurisdictions, the local utility, and the local and state fire authorities.
- M The Owner will pay Permit fees.
- N Service extensions from the PV system location to the main electrical panel(s) shall be completed as required.
- O Complete a system commissioning per PART 8 of this Section. System

commissioning shall meet all requirements of utility and state rebate programs.

P Training sessions per Section 7.2.

PART 2 CONSTRUCTION SUBMITTALS

2.1 PRE-CONSTRUCTION SUBMITTALS

- A Each submittal shall include a technical memorandum summarizing all submittals in the submittal package.
- B Plans with the renewable energy system layout, including support canopy details, module placement and installation, conduit raceways, conduit sizes, module spacing, etc.
- C Array calculations including string design, string amperage, array amperage, and DC voltage.
- D Professional Engineer (registered in the State of California) verification that the system and the mounting canopy will meet all local applicable seismic and wind-load requirements per the Specification.
- E Equipment Data Sheets
 - 1 PV modules
 - 2 Inverters
 - 3 Combiner boxes
 - 4 Data Acquisition System
- F Bench Test (Flash Test) data for each and every PV module. Bench Test data shall be in an Excel format (Due upon delivery of the panels).
- G Inverter factory testing results for the inverter(s).
- H DAS specifications, equipment data sheets, and manual.
- I Certified warranty documentation.
- J Installation instructions and Operation and Maintenance manuals for all equipment.
- K PG&E interconnection applications.
- L Copies of permits.

2.2 POST CONSTRUCTION SUBMITTALS

- A Lien Releases: The DBE shall submit release of lien from all suppliers and subcontractors once the respective portion of work has been completed.
- B Prepare O & M manuals:
 - 1 A complete set of all approved submittals including shop drawings and product literature.
 - 2 As-built drawings showing the final placement of all panels, combiner boxes, connections, and conduit placement, in paper and electronic versions. All strings shall be identified by a unique identifier number. The electronic version shall be ACAD compatible, with copies in PDF.

- 3 As-built drawings of electrical plans, including three line diagrams, and elevation drawings showing the final placement of the electrical equipment.
- 4 Cleaning instructions for the PV panels and schedule of maintenance.
- 5 Copies of all start-up procedure measurements.
- 6 Copies of all testing data and reports.
- 7 Copies of PG&E operation Approval.

PART 3 WARRANTIES

3.1 DBE WARRANTY

- A The DBE is responsible for ensuring that the system operates as designed for five years. The DBE will respond to all city operational and warranty inquiries, and will act as the liaison between the City and the manufacturers to ensure that the system operates as designed.
- B All repairs shall be completed in a timely fashion, including, but not limited to, failed modules, inverter issues, damage to racking, etc. The DBE shall respond to all issues within 48 hours.
- C The DBE shall guarantee the delivery of the modules, and the installation of the PV system is completed in the agreed upon timeline.

3.2 PV MODULES

- A Modules shall have a minimum 25-year linear power output warranty that guaranties not more than 0.7% power output degradation in in any Year. Non-performing panels shall be replaced with identical, or equal panels, at the DBE or manufacturer's expense.
- B All modules shall undergo Bench Testing. The total output of all of the modules, based on the bench test values, shall meet or exceed the kW value included in the DBE's proposal. Individual modules shall have a tolerance of no more than 1% below the module's rated output.
- C Modules shall have a materials and workman ship warranty of at least ten years.
- D Failure of panels due to "materials and workmanship" shall not void the power output warranty.
- E All modules shall undergo Bench Testing. The total output of all of the modules, based on the bench test values, shall meet or exceed the kW value included in the DBE's proposal. Individual modules shall have a tolerance of no more than 1% below the module's rated output.

3.3 QUALITY ASSURANCE

- A All generating equipment shall be certified by Underwriter Laboratories (UL). The system shall be comprised of UL listed components or in cases where a UL listed component is not available, the component shall be listed by another OSHA recognized National Recognized Testing Laboratory (NRTL).
- B PV systems shall meet UL standards 1703 and 1741, and IEEE Standard 1262-1995 IEEE Recommended Practice for Qualification of PV Modules and Panels.

- C Inverters shall be factory tested for performance, and results shall be included in the operations and maintenance (O & M) manual.
- D All installations shall meet or exceed Cal-OSHA requirements for equipment access.
- E The installation shall not void the warranty or UL Listing of any existing equipment or electric panels
- 3.4 All metals used in the construction of the system including, but not limited to, PV modules and array support canopies shall be warranted against degradation for 25 years.

PART 4 MATERIALS SPECIFICATION

4.1 GENERAL

- A All components are to be new and direct from the manufacturer; no used or refurbished materials are permitted.
- B Utilize available space appropriately.
- C All materials that are used outdoors shall be sunlight and UV resistant.
- D Materials shall be designed to withstand the temperatures to which they are exposed.
- E Dissimilar materials should be isolated from one another using non-conductive shims, washers, or other methods.
- F Any materials, equipment, or workmanship that is found defective, based on the acceptance tests or for any other reason, shall be reported to the City Engineer. Defective material, equipment, and workmanship shall be replaced.
- G Metals shall be hot dipped galvanized steel, anodized aluminum, and stainless steel.
- H Aluminum shall not be placed in direct contact with concrete materials.
- I Only grade 316 or better stainless steel fasteners shall be used.
- J All external electrical conduits shall be rigid schedule 40, galvanized and unpainted.
- K Electrical Metallic Tubing (EMT) is acceptable indoors.
- L Module support rails shall be Corrosion resistant aluminum, 6061 or 6063
- M All electrical equipment shall be rated for the current and voltage ratings necessary for the application.
- N All required over-current protection devices will be included in the system and accessible for maintenance. Each shall have trip ratings no greater than the de-rated amperage of the conductor it protects.
- O All meters and DAS equipment shall meet all provisions set forth in PART 6 of this specification.

4.2 PARKING SHADE CANOPYS

- A Existing disabled person parking stalls shall remain unaltered. Do not restrict access aisles. Where disabled parking will be impacted by parking canopy,

provide accessible parking spaces in accordance with California building code requirements.

- B Clearance: Minimum height of the canopy is the maximum height of the parking structure entrance, plus 3 inches.
- C Drainage – The construction of the PV system shall not adversely affect water drainage.
- D Structural – The canopy shall meet all state and federal requirements for the installation of canopies over parking spaces considering the potential for vehicle impact. All vertical support poles within the impact zone from cars must be encased in, or installed on, reinforced concrete to three feet. The support columns and encasing reinforced concrete must be appropriately secured to the parking structure. The vehicle barrier system shall be designed to resist a static force of 6,000 pounds applied horizontally at 24 inches in height, in any direction to the barrier system and shall have anchorage or attachment capable of transmitting this load to the canopy (see section 1607.7.3 Vehicle barriers in the 2010 California Building Codes for additional details).
- E Structural columns must be closed section structural steel, ASTM A-500 Grade B or better. All vertical support poles that meet with horizontal support beams should be welded. All other purlins must be bolted, not screwed, together. Support canopy main beams and purlins shall be connected with appropriate grade bolts. Sheet metal screws are only acceptable for fastening shear straps, if they are required. Purlins shall be chamfered at 45 degrees.
- F Finishes – All main structural support components must be painted, using an appropriate paint and a color chosen by the City. Paint will be Sherman Williams B66-350 series semi-gloss and B66-310 Primer, or equal. Painting will be completed per manufacturer specification and instructions. Color to be selected by the City.
- G Lighting – The DBE will install energy efficient light fixtures that will provide a minimum light level recommended for a parking lot by the Illuminating Engineering Society of North America (IESNA). Light fixtures will be vandal resistant fixtures with impact resistant (lexan) lenses and rated for wet locations, and will meet Title 24 requirements.

4.3 PANEL MOUNTING SYSTEMS

- A All systems shall meet the requirements of the all California Building Codes.
- B PV module attachment must be four-point equally distributed over the frame.

4.4 MODULES

- A LG Model 280S1C-B3 or equal
- B Photovoltaic modules shall be tested in the factory for design performance.
- C PV modules shall be on the California Energy Commission (CEC) list of approved products (see: <http://www.gosolarcalifornia.ca.gov/equipment/index.html>).

4.5 INVERTER

- A Power-One Aurora PVI-10.0-I-OUTD-US, or equal.

- B The array shall have a dedicated inverter(s) with optimized performance.
- C Each inverter shall be sized so that it can operate the PV arrays at maximum power for the coldest, hottest, and optimal array operating temperatures, and for irradiance levels up to 1,100 Watts/m².
- D Installation shall meet all applicable UL 1741, IEEE Standard 929-2000 and standard 519, California electric code, and the latest applicable ANSI and FCC standards and addenda dated prior to the award of the purchase order for this procurement.

4.6 ELECTRICAL ENCLOSURES AND BOXES

- A Exterior enclosures and boxes shall be minimum 14 gauge type 316 stainless steel with seams continuously welded & ground smooth, and fast access door latches.
- B Interior enclosures and boxes shall be minimum 14 gauge NEMA 3R. .
- C Outer door shall have provisions for locking enclosure with standard padlock.
- D A copper ground bus shall be provided in each enclosure or cabinet. It shall have provisions for connecting a minimum of ten grounding conductors.
- E Provide thermoplastic data pocket mounted on inside door. The As-built drawings for the electrical enclosure shall be placed in a water tight plastic wrap and shipped with the enclosure to the jobsite.
- F Panel Fabrication
 - 1 Panel cutouts for devices (i.e. indicating lights, switches) shall be cut, punched, or drilled and smoothly finished with rounded edges. Do not paint nameplates, labels, tags, switches, receptacles, conductors, etc. Each component within the Panel shall be securely mounted on backpan. A ground bus shall be provided in each electrical enclosure. All terminations must be made at terminals or terminal blocks. All devices and wiring shall be permanently labeled.
 - 2 All panel doors shall be fully gasketed with non-shrinkable, water and flame resistant material.
 - 3 Bolts and screws for mounting devices on doors shall be as specified by the manufacturer; otherwise they shall be flush head, which blends into the device or door surface. No bolt or screw holding nuts shall be used on the external surface of the door.
 - 4 Doors shall swing freely and close with proper alignment.
 - 5 All wiring shall be neatly bundled and laced with plastic tie wraps anchored in place by screw-attached retainer.
 - 6 All devices and wiring shall be permanently labeled.

4.7 CONDUIT

- A All exposed conduit shall be Rigid.
- B Electrical Metallic Tubing (EMT)
 - 1 Mild Steel with continuous welded seam

- 2 Hot dipped galvanized or electro-galvanizing are acceptable.
- 3 A smooth surface coated with baked lacquer, varnish, or enamel.
- 4 Standards: NEMA/ANSI C80.3, UL 797.

C Rigid Conduit

- 1 Schedule 40
- 2 Unpainted
- 3 Hot dipped galvanized or electro-galvanizing are acceptable.
- 4 A smooth surface coated with baked lacquer, varnish, or enamel.
- 5 Standards: NEMA/ANSI C80.1.

4.8 WIRE

- A All conductors shall be copper, with a minimum conductivity of 98%.
- B Wire shall be Class B stranded.
- C Insulation of all conductors and cables shall be rated 600 volt.
- D Insulation type shall be moisture and heat resistant thermoplastic THWN, rated 90°C in dry locations and 75°C in wet locations, for #8 AWG and smaller. For #6 AWG and larger insulation shall be type XHHW.
- E Wire identification – all wires, field and interior (non-field) to equipment, shall be identified with machine permanent ink printed sleeve markers or clip-on markers covered with clear plastic heat shrinkable tubing. Hand lettered wire labels are not acceptable and shall be replaced at the DBE's expense. All wires that are electrically the same (connected to common termination points) and do not pass through a contact or other switching device shall have the same wire identification. The wire labeling code for each end of the same wire shall be identical. Tubing shall be sized for the wire and shrunk into place with the properly sized heat gun.

4.9 LABELING

- A All strings will be labeled by a unique identifier number that matches the layout of the strings in the line diagrams, in all combiner boxes and inverters.
- B Permanently affixed labels shall have a red background with white lettering. Printed material shall be resistant to fading per UL 969.
- C Marking is required on all interior and exterior dc conduit, raceways, enclosures, AC and DC disconnects, cable assemblies, and junction boxes to alert the fire service to avoid cutting them.
- D Labels
 - 1 AC Service:
 - a. "CAUTION: SOLAR ELECTRIC SYSTEM CONNECTED"
 - b. Minimum 3/8th inch lettering.
 - 2 DC Conduit, enclosures, raceways, cable assemblies, etc.
 - a. "CAUTION: SOLAR CIRCUIT"

- b. Minimum 3/8th inch lettering
 - c. Spacing at every 10 feet, at turns, above or below penetrations, and at all DC combiner boxes and junction boxes.
- 3 DC Disconnect and remote disconnects
 - a. Locate signage immediately next to the disconnect
 - b. "CAUTION: SOLAR CIRCUIT DISCONNECT"
- 4 Combiner Boxes:
 - a. Designation of all strings that are included within the box
 - b. Interior: each fuse shall be labeled with the string number
- E Marking shall be placed every 10 feet, at turns and above and/or below penetrations and at all dc combiner and junction boxes.
- F Electric Panels and disconnects: A permanent placard with fade resistant material listed per UL 969 shall be installed on exterior and interior of main electrical panels and disconnects stating: "CAUTION: SOLAR PV SYSTEM MAY REMAIN ENERGIZED AFTER DISCONNECTION DURING DAYLIGHT HOURS".

4.10 CIRCUIT BREAKERS

- A Circuit Breakers shall be of the indicating type, providing ON, OFF and TRIPPED positions. Circuit breakers shall be quick make, quick break with thermal magnetic action and shall be compatible with existing breaker panel at the power feed facility. The use of tandem or dual circuit breakers in normal single pole space to provide the number of poles or spaces specified are not acceptable. All multiple-pole circuit breakers shall be designed so that an overload on one pole automatically causes all poles to open. Circuit breakers shall be manufactured by Square D or approved equal. Breakers shall be sized and have the minimum interrupting capacity as required.

4.11 ANCILLARY EQUIPMENT

- A Combiner boxes shall be UL Listed, NEMA 4X rated, non conductive, with an integral fuse cover and puller.
- B AC and DC disconnects shall be NEMA 3R, 600V, heavy duty.

4.12 CONCRETE

- A A licensed structural engineer shall complete concrete design.
- B Aggregate shall be hard, durable, selected, graded, and free from foreign materials.
- C Water shall be potable and free from foreign materials in amounts harmful to the concrete and embedded steel.
- D Utilize standard designs incorporating mixtures that facilitate the workability, curing, and strength.
- E Forms shall be sized to minimize air pockets and maximize strength.
- F Compressive strength and structural steel shall be as specified by a

Professional Civil Engineer licensed in the state of California. The engineer shall provide a stamped specification providing for a minimum 40-year concrete life.

4.13 ASPHALT AND CONCRETE CUTTING AND REPAIR

- A Perform cutting and demolition by methods that prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
- B Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.
- C Cuts made through any paved surface must be repaired in a non-discernible fashion. Cuts through concrete must be repaired by replacing the section between the nearest two joints – either construction or expansion. Cuts through asphalt must be repaired so that depressions or humps do not develop in the asphalt surface. If they do, they will have to be corrected, at the DBE's expense.
- D Asphalt and base compaction by "normal traffic" is not permitted. Proper compaction for the depth of the cut is required.
- E When cuts extend through pavement markings, the replaced pavement shall be marked to match the existing.

4.14 MISCELLANEOUS INSTALLATIONS

- A Run two additional two-inch electrical conduits between PG&E's main service panel to the parking canopies. Both ends of both conduits are to be capped and clearly marked so that the City can locate them when needed.

PART 5 INSTALLATION SPECIFICATION

5.1 GENERAL INSTALLATION REQUIREMENTS

- A All safety, electric, building, and labor code requirements at the national, state, and local levels shall be met.
- B The installation shall be completed in a "workman like manner." The area shall be kept clean and free of obstructions at all times.
- C The installation shall be completed per each manufacturer's installation manual
- D All components shall be installed by manufacturer approved installers.
- E The installation shall be completed without affecting existing piping and/or wires.
- F All electrical connections and terminations shall be fully tightened, secured, and strain relieved as appropriate.
- G All mounting equipment shall be installed to the manufacturer's specifications.
- H All cables, conduit, exposed conductors, and electrical boxes should be secured and supported according to code requirements.
- I All applicable environmental regulations shall be met.
- J All series connected strings of modules must include a series fuse as required by UL and California Electric Code to prevent wiring to other system

components. Parallel connections of modules in individual source circuits are not permitted. Parallel connected cells within individual modules are allowable as long as the module listing allows for the series fuse required for this configuration.

- K System switching and metering equipment shall have convenient access for resetting or repair during electrical outages, and regular monitoring for data retrieval.
- L The DBE shall employ personnel that are skilled and experienced in the installation and connection of all elements, equipment, devices, instruments, accessories, and assemblies. All installation labor shall be performed by qualified personnel who have had experience on similar projects. Provide first class workmanship for all installations.
- M Ensure that all equipment and materials fit properly in their installations.
- N Perform any required work to correct improper installations at no additional expense to the Owner.
- O The City Engineer reserves the right to halt any work that is found to be substandard or being installed by unqualified personnel.

5.2 SYSTEM ELECTRICAL

- A Electrical construction shall meet all California Electric Code Requirements.
- B The modules shall be interconnected using cable assemblies. The pigtails shall be quick-connect electrical wiring connections rated for the application. Pigtails shall be wound and neatly connected to the underside of the modules, out of direct sunlight.
- C All wiring shall be listed for a minimum operation of 600 volts and temperature rating of 90°C in wet locations. All current carrying conductors shall be enclosed in conduit, excluding module interconnections and connections from individual module strings to the combiner boxes.
- D The system will have at least one terminal box, providing a watertight entry to the conduit leading to the combiner box. The terminal box and combiner box can be one physical unit.
- E The system shall have a combiner box, containing fuses and a bus to combine the outputs of the strings as indicated on the drawings.
- F No wires shall be spliced without prior approval by the City Engineer.
- G If a BUS tap is used, proper over-current protection must be provided.

5.3 INSTALLATION STANDARDS

- A System Installation shall conform to Manufacturers' Installation Manuals and approved project drawings and specifications.
- B Array mounting hardware shall be compatible with the site considerations and environment. Special attention shall be paid to minimizing the risk from exposed fasteners, sharp edges, and potential damage to the modules or support canopies. Corrosion resistance and durability of the mechanical hardware shall be emphasized – the use of stainless steel fasteners and aluminum support canopies are required. The use of ferrous metals, wood, or

plastic components is not acceptable.

- C The installation shall be completed with minimal impact on the environment.

5.4 WASTE DISPOSAL

- A All waste from drilling operations will be disposed of offsite, at a properly permitted disposal site.

5.5 COORDINATION

- A The DBE shall coordinate the electrical work with the other trades, code authorities and City Engineer; with due regard to their work, towards promotion of a rapid completion of the project. If any cooperative work must be altered due to lack of proper supervision of such, or failure to make proper provisions, then the DBE shall bear expense of such changes as necessary to be made in work of others.
- B The DBE shall meet with facility Owner(s) prior to commencement of Work and at least weekly during installation to coordinate activities and minimize interruption to operations. The DBE shall work closely with the Owner and support teams to avoid damage to any and all existing above ground and underground infrastructure.
- C Manufacturer's directions and instructions shall be followed in all cases where such is not shown on the Contract Drawings or herein specified or have stipulations in order to meet warranty requirements.
- D The DBE shall cease work at any particular point, temporarily, and transfer his operations to such portions of work as directed, when in the judgment of the City Engineer it is necessary to do so.
- E The DBE shall schedule all the required work with the City Engineer, including each shutdown period. Each shutdown shall be implemented to minimize disruption of the existing operations. The work to be provided under this Contract shall not disrupt any of the existing operations without prior approval.
 - 1 The DBE shall not have any unscheduled shutdown.
 - 2 Carry out scheduled shut downs only after the time, date, and sequence of work proposed to be accomplished during shutdown has been favorably reviewed by the City Engineer. Submit shutdown plans at least 2 days in advance of when the scheduled shutdown is to occur.
 - 3 The City Engineer reserves the right to delay, change, or modify any shutdown at any time, at no additional cost to the Owner, when the risk of such a shutdown would jeopardize the operation of the facility.

5.6 SUPERVISION

- A The DBE shall schedule all activities, manage all technical aspects of the project, coordinate submittals and drawings, and attend all project meetings associated with this Section.
- B The DBE shall supervise all work, including the electrical system general construction work, from the beginning to completion and final acceptance.
- C The DBE shall supervise and coordinate all work in this Section to insure each phase of the project, submittal, delivery, installation, and acceptance testing,

etc. is completed within the allowable scheduled time frames.

- D The DBE shall be responsible for obtaining, preparing, completing, and furnishing all paper work for this Section; which shall include transmittals, submittals, forms, documents, manuals, instructions, and procedures.

5.7 INSPECTIONS

- A All work or materials covered by the Contract Documents shall be subject to inspection at any and all times by the City Engineer. If any material does not conform to the Contract Documents, or does not have a favorably reviewed submittal status; then the DBE shall, within three days after being notified by the City Engineer, remove said material from the premises; and if said material has been installed, the entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the DBE.
- B The DBE shall give the City Engineer 10 working days notice of the dates and time for inspection. Date of inspection shall be as agreed upon by both the DBE and City Engineer.
- C Work shall not be closed in or covered over before inspection and approval by the City Engineer. All costs associated with uncovering and making repairs where non-inspected work has been performed shall be borne by the DBE.
- D The DBE shall cooperate with the City Engineer and provide assistance at all times for the inspection of the electrical system under this Contract. The DBE shall remove covers, provide access, operate equipment, and perform other reasonable work that, in the opinion of the City Engineer, will be necessary to determine the quality and adequacy of the work.
- E The permitting authority shall be notified to perform required inspection either prior to or concurrent with City Engineer's inspection in the close out process.
- F Before request for final inspection is made, the DBE shall submit to the City Engineer in writing, a statement that the DBE has made his own thorough inspection of the entire project enumerating punch list items not complete and that the installation and testing is complete and in conformance with the requirements of this Division.
- G The City Engineer may arrange for a facility inspection by Cal-OSHA Consultation Service at any time. The DBE shall make the necessary corrections to bring all work in conformance with Cal-OSHA requirements, all at no additional cost to the Owner.
- H DBE will be Responsible for any Additional Cost for Overtime, Weekend Overtime or Differential Time, Expenses for Inspection of Defective Work that has to be re-inspected.

5.8 JOB CONDITIONS

- A The DBE shall make all arrangements and pay the costs thereof for temporary services required during construction of the project, such as temporary electrical power. Upon completion of the project, remove all temporary services, equipment, material and wiring from the site as the property of the DBE.
- B The DBE shall provide adequate protection for all equipment and materials

during shipment, storage and construction. Equipment and materials shall be completely covered with two layers of plastic and set on cribbing six inches above grade so that they are protected from weather, wind, dust, water, or construction operations. Equipment shall not be stored outdoors without the approval of the Facility Contact. Where equipment is stored or installed in moist areas, such as unheated buildings, etc., provide an acceptable means to prevent moisture damage, such as a uniformly distributed heat source to prevent condensation.

- C The normal outdoor, not in direct sunlight, ambient temperature range of the job site will vary between 30 to 110 degrees Fahrenheit. All equipment shall be rated to operate in these temperature ranges or provisions for adequate heating and cooling shall be installed, at no additional cost to Owner.

5.9 SAFETY

- A Testing shall conform to the respective manufacturer's recommendations. All manufacturer's safety precautions shall be followed.
- B The procedures stated herein are guidelines for the intended tests, the DBE shall be responsible to modify these tests to fit the particular application and ensure personnel safety. Absolutely no tests shall be performed that endanger personal safety.
- C The DBE shall have two or more Electricians present at all electrical field tests.
- D California Electrical Safety Orders (ESO) and Occupational Safety and Health Act (OSHA): The DBE is cautioned that testing and equipment shall comply with ESO and OSHA as to safety, clearances, padlocks and barriers around electrical equipment energized during testing.
- E Field inspections and pre-energization tests shall be completed prior to applying power to equipment.

PART 6 METERS, MONITORING, AND DATA ACQUISITION

6.1 DATA ACQUISITION SYSTEM

- A Each installation shall have a dedicated data acquisition system (DAS).
- B The meter (s) shall be an Egauge 3000 or equal.
- C The DAS shall capture and display performance information on a maximum of 10 kW increments.
- D DBE will be responsible for ensuring connection to the City's Local Area Network via Cat 5E cable.
- E All data is the property of the City.

PART 7 PROJECT CLOSEOUT

7.1 CLEANING AND TOUCH-UP

- A Clean all equipment and PV modules per the manufacturer's instructions with deionized water.
- B Clean all work areas, removing any debris.
- C Prior to startup and completion of the work subsequent to final acceptance, all

parts of the installation, including all equipment, exposed conduit, devices, and fittings shall be cleaned and given touch up by DBE as follows:

- D Remove all grease and metal cuttings.
- E Any discoloration or other damage to parts of the building, the finish, or the furnishings shall be repaired. Thoroughly clean any exposed work requiring repairs.
- F Vacuum and clean the inside of all panel and electrical enclosures.
- G Clean all above and below ground pull boxes and junction boxes from all foreign debris prior to final acceptance.
- H Paint all scratched or blemished surfaces with the necessary coats of quick drying paint to match adjacent color, texture, and thickness. This shall include all prime painted electrical equipment, including enclosures, panels, poles, boxes, devices, etc.
- I Repair damage to factory finishes with repair products recommended by Manufacturer.
- J Repair damage to PVC or paint finishes with matching touchup coating recommended by Manufacturer.

7.2 TRAINING SESSIONS:

- A Training is expected to take two to three hours and shall include the following.
 - 1 Basic overview of solar system operation and functionality
 - 2 Discussion of installed system, including size, type of modules, number of modules, type of inverter, number of inverters, etc.
 - 3 Discussion of interconnection point.
 - 4 Details of DAS, how to log on, and the information that is available.
 - 5 Discussion of safety related issues.
 - 6 Stress how to identify proper operation of the system.
 - 7 Review Manufacturer required maintenance items for inverters, combiner boxes, panels, etc.
 - 8 In-field training
 - a. Inverter operation and start-up
 - b. Panel Visual Inspection
 - c. Operation of disconnects

7.3 FINAL ACCEPTANCE

- A Final acceptance will be given by the City Engineer after the equipment has passed the final acceptance trial period of one week, each deficiency has been corrected, final documentation has been provided, and all the requirements of design documents have been fulfilled.
- B Upon completion of the project, prior to final acceptance, remove all temporary services, equipment, material, and wiring from the site.

- C At the end of the project, following the completion of all of the field tests, and prior to final acceptance, the Supplier shall provide the following final documentation to the City Engineer:
 - 1 A listing of warranty information.
 - 2 Each "operation and maintenance" manual shall be modified or supplemented by the DBE to reflect all field changes and as-built conditions.
- D Acceptance by City Engineer shall be based on:
 - 1 All operational tests performed to the satisfaction of City Engineer.
 - 2 Receipt of all final documentations listed above.
 - 3 Receipt of all spare parts.

PART 8 SYSTEM START-UP

8.1 START-UP FORMS

- A Complete start-up and testing forms included Attachment 2.
- B Bill of Materials: Include modules, inverters, disconnects, DAS, and combiner boxes.
- C Power conductor test form: DBE shall complete a megger test on all wiring at 500 volts for 10 seconds. Each reading shall be a minimum of 100 Meg-Ohms.
- D Grounding system test form
 - 1 Visual and Mechanical Inspection.
 - a. Verify ground system is in compliance with drawings and specifications.
 - 2 Electrical Tests
 - a. Before making connections to the ground electrodes, and before placement of sidewalks, landscape and paving, measure the resistance of each electrode to ground using a ground resistance tester. Perform the test not less than two days after the most recent rainfall and in the afternoon after any ground condensation (dew) has evaporated.
 - b. After all individual ground electrode readings have been made, interconnect as required and measure the system's ground resistance.
 - c. Perform point-to-point tests to determine the resistance between the main grounding system and all major electrical equipment frames, system neutral, and/or derived neutral points.
 - d. The grounding test shall be in conformance with IEEE Standard 81.
 - e. Plots of ground resistance shall be made and submitted to the City Engineer for approval.
 - f. The current reference rod shall be driven at least 100 feet from the system under test.

- g. Measurements shall be made at 10 feet intervals beginning 25 feet from the test electrode and ending 75 feet from it in a direct line between the system being tested and the test electrode.
- 3 Test Values
- a. The resistance between the main grounding electrode and ground shall be no greater than five ohms for commercial or industrial systems per IEEE Standard 142.
 - b. Investigate point-to-point resistance values that exceed 0.5 ohms.
- E System Visual and Mechanical Inspection Form: Complete Forms for all equipment listed below.
- 1 PV System: complete a form for the inspection of the PV system. Include inspection of all DC connections, conduit, modules, etc.
 - 2 Combiner Box: Complete a form for each combiner box.
 - 3 Inverter: Complete a Form for each Inverter.
 - 4 Disconnects: Complete a form for each AC Disconnect
 - 5 Main Panel
- F System Output Measurement Form: The DBE will establish the initial system output to demonstrate that the system is performing as designed, and to establish a baseline to be used for warranty.
- 1 The system output will be verified after construction of the system has been completed, on a clear, sunny day, with a minimum insolation of 700 watts per square meter.
 - 2 Data to be collected will include:
 - a. Volts open circuit
 - b. Volts maximum power (use max of instantaneous reading)
 - c. Current at maximum power (use the min of instantaneous reading)
 - 3 Voltages and currents shall be measured for each string, combiner box circuit, and the entire array.
 - 4 Irradiance measurements shall be in the plane of the array.
 - 5 Time, irradiance, and temperature measurements must be taken at a minimum of 15 minute intervals
- 8.2 Start-up shall be per all manufacturers' instruction.
- 8.3 System start-up procedure will be as outlined by the Manufacturer's installation manual and the inverter manual.
- 8.4 Commission inverters per factory instructions.
- 8.5 Start up sheets per Appendix B.

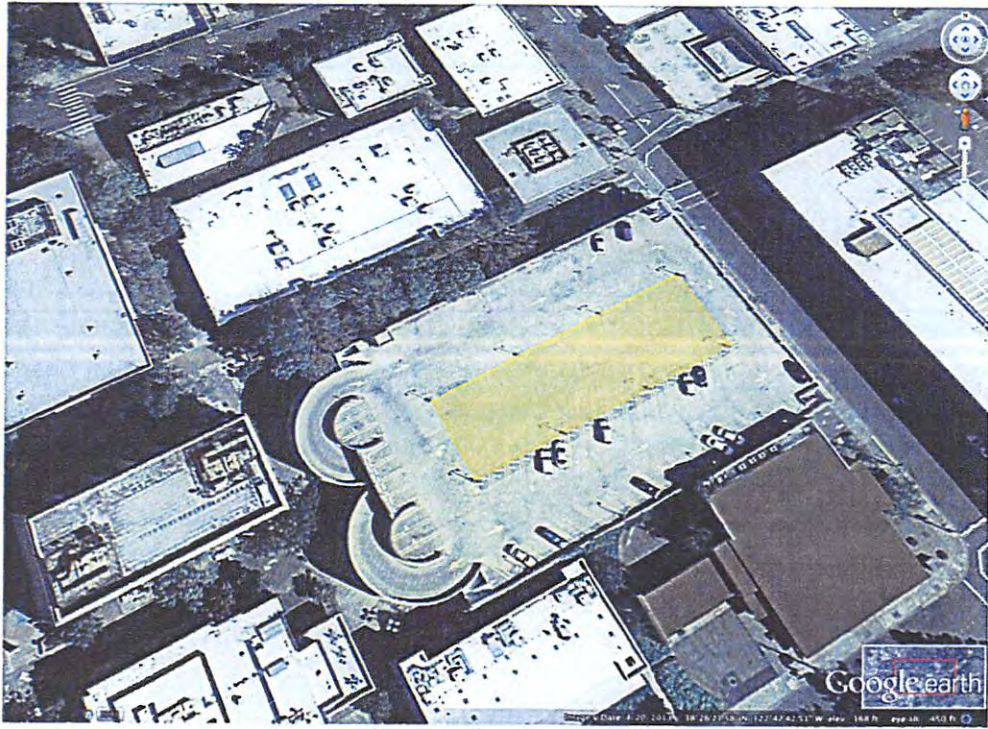
APPENDIX A



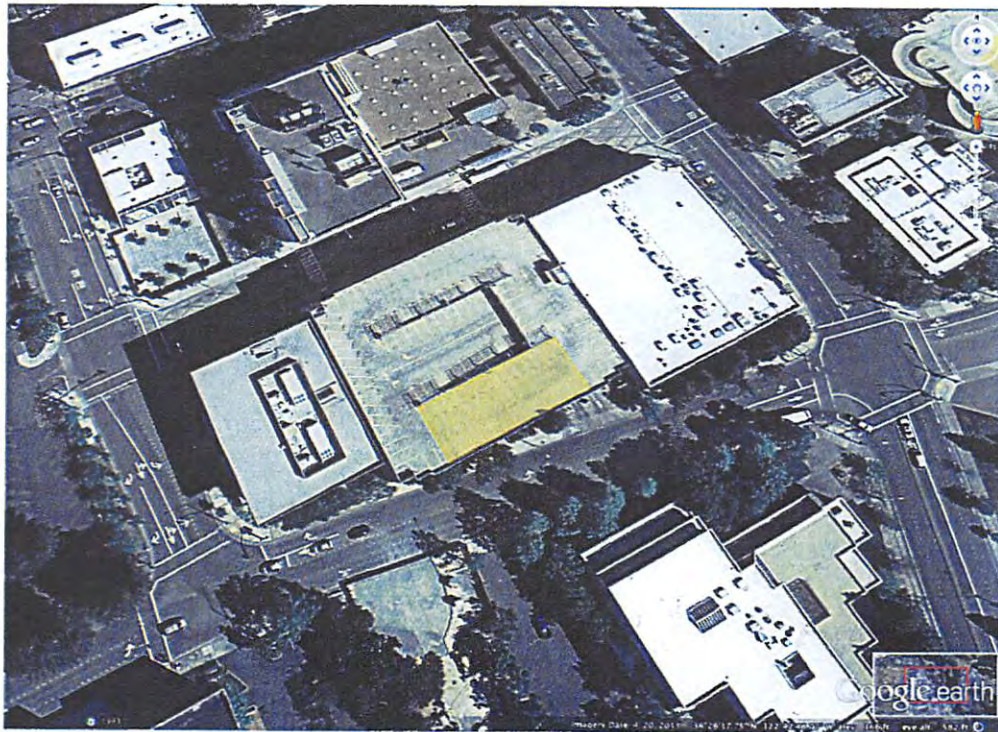
Garage 1 – 7th Street



Garage 3 – 5th Street



Garage 9 – D Street



Garage 12 – 1st Street

APPENDIX B

POWER CONDUCTOR TEST FORM						
EQUIPMENT NAME:				LOCATION		
CONDUCTOR NUMBER	INSULATION TESTS					
	PHASE TO GROUND			PHASE TO PHASE		
	A	B	C	AB	BC	CA
NOTES: RECORD INSULATION TEST VALUES IN MEG-OHMS						
TESTED BY:				DATE:		
WITNESS:						

GROUNDING SYSTEM TEST FORM

TEST FORM (TF3)

FALL IN POTENTIAL TEST

MAIN GROUND LOCATION	APPLIED VOLTAGE V	MEASURED POINT VOLTAGE	MEASURED POINT 2 VOLTAGE	MEASURED POINT 3 VOLTAGE	CALCULATED RESISTANCE OHMS

TWO POINT TESTS

EQUIPMENT NAME	EQUIPMENT #	CIRCUIT NUMBER	APPLIED CURRENT	MEASURED VOLTAGE	CALCULATED RESISTANCE

NOTES:

TESTED BY:	DATE:
------------	-------

WITNESSED BY:

VISUAL AND MECHANICAL INSPECTION FORM	
EQUIPMENT NAME:	LOCATION:
NAMEPLATE DATA	
MFG:	SERIES #:
MODEL #:	U.L.#:
VOLTAGE:	PHASE:
AMPERAGE:	SERVICE:
GRD. BUS:	NEU. BUS:
INSPECTION CHECK LIST ENTER: A-ACCEPTABLE, R-NEEDS REPAIR OR REPLACEMENT, NA-NOT APPLICABLE	
TIGHTEN ALL BOLTS AND SCREWS	
TIGHTEN ALL CONDUCTOR AND BUS CONNECTIONS	
CHECK BUS BRACING AND CLEARANCE	
CHECK MAIN GROUNDING AND CONNECTION SIZE	
INSPECT GROUND BUS BONDING	
CHECK EQUIPMENT GROUNDS	
CHECK CONDUIT GROUNDS AND BUSHINGS	
INSPECT NEUTRAL BUS AND CONNECTIONS	
CHECK VENTILATION AND FILTERS	
CHECK FOR BROKEN/DAMAGED DEVICES	
CHECK DOOR AND PANEL ALIGNMENT	
INSPECT ANCHORAGE	
CHECK FOR PROPER CLEARANCES	
REMOVE ALL DIRT AND DUST ACCUMULATION	
INSPECT ALL PAINTED SURFACES	
CHECK FOR PROPER WIRE COLOR CODES	
INSPECT ALL WIRING FOR WIRE LABELS	
CHECK FOR PROPER TERMINATIONS	
CHECK FOR PROPER WIRE SIZES	
INSPECT ALL DEVICES FOR NAMEPLATES	
CHECK IF DRAWINGS MATCH EQUIPMENT	
CHECK ACCURACY OF OPERATION & MAINTENANCE	
TESTED BY:	DATE:
WITNESSED BY:	

SYSTEM OUTPUT FORM

DATE:

Panel Make and Model:

STRING #	PANELS PER STRING	TIME	PANEL TEMP	INSOLATION - W/SF POA	VOLTS OPEN CIRCUIT	VOLTS CLOSED CIRCUIT	AMPS CLOSED CIRCUIT

TESTED BY:

DATE:

WITNESSED BY:

DATE:

ATTACHMENT 2

GENERAL CONDITIONS DESIGN-BUILD CONTRACT SOLAR PHOTOVOLTAIC PARKING CANOPY SYSTEM

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 APPLICABLE CODE REQUIREMENTS. The term “Applicable Code Requirements” means all laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over the City, the Design-Build Entity, any Subcontractor, the Project, the Project Site, or the prosecution of the work on the Project.

1.1.2 APPLICATION FOR PAYMENT. The term “Application for Payment” means the submittal from the Design-Build Entity wherein payment for certain portions of the completed work on the Project is requested.

1.1.3 CEQA. The term “CEQA” means the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*

1.1.4 CERTIFICATE FOR PAYMENT. The term “Certificate For Payment” means the form signed by the City’s Representative attesting to the Design-Build Entity’s right to receive payment for certain completed portions of the work on the Project as set forth herein.

1.1.5 CERTIFICATE OF SUBSTANTIAL COMPLETION. See Section 10.1, Substantial Completion, of the General Conditions.

1.1.6 CHANGE ORDER. The term “Change Order” means a Contract Document which authorizes a change to the Scope of Work, GCD and/or the Guaranteed Maximum Price.

1.1.7 CHANGE ORDER REQUEST. The term “Change Order Request” means a proposal for a Change Order submitted by the Design-Build Entity to the City, either at the request of the City, or at the Design-Build Entity’s own initiative.

1.1.8 CITY. The term “City” shall mean the City of Santa Rosa.

1.1.9 CITY STANDARDS. The term City standards means the City of Santa Rosa Design and Construction Standards.

1.1.10 CITY’S REPRESENTATIVE. The term “City’s Representative” means the person or firm identified as the City’s primary contact person as designated in the Contract.

1.1.11 CONSTRUCTION DOCUMENTS. The term “Construction Documents” shall mean the plans and documents prepared by the Design-Build Entity for the Project, approved by the City. The Construction Documents shall set forth in detail all items

necessary to complete the construction (other than such details customarily provided by others during construction) of the Project in accordance with the Contract Documents. All amendments and modifications to the contract documents must be approved by the City in writing.

1.1.12 CONSTRUCTION WORK. The term “Construction Work” shall mean that portion of the work on the Project consisting of the provision of labor, materials, furnishings, equipment and services in connection with the construction of the Project as set forth in the Contract Documents.

1.1.13 CONTRACT. The term “Contract” means the written agreement between the Design-Build Entity and the City set forth in the Contract Documents.

1.1.14 CONTRACT DOCUMENTS. The “Contract Documents” consist of the Contract and attachments thereto, including all exhibits, drawings, specifications, attachments and addenda as defined in the Contract terms 1.1.

1.1.15 CONTRACT SCHEDULE. The term “Contract Schedule” means the graphical representation of a practical plan to complete the work on the Project within the Guaranteed Completion Date submitted by the Design-Build Entity for the City’s approval.

1.1.16 DAY. The term “day,” shall mean calendar day, unless otherwise specifically provided.

1.1.17 DEFECTIVE WORK. The term “Defective Work” means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of the City’s Representative, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

1.1.18 DESIGN-BUILD ENTITY. The term “the Design-Build Entity” means the person or firm identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number.

1.1.19 DESIGN-BUILD ENTITY REPRESENTATIVE. The Design-Build Entity Representative shall mean the person or firm identified as the primary contact person and representative of the Design-Build Entity as designated in the Contract.

1.1.20 DESIGN MATERIALS. The term “Design Materials” shall mean any and all documents, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by, or for, the Design-Build Entity: (1) to the City under the Contract Documents or; (2) developed or prepared by or for the Design-Build Entity specifically to discharge its duties under the Contract Documents.

1.1.21 DESIGN PROFESSIONAL. The term “Design Professional” shall mean that person identified in the Design-Build Entity’s Proposal that is licensed in the State of California and is part of the Design-Build Entity.

1.1.22 DESIGN WORK. The term “Design Work” shall mean the portion of the work on the Project consisting of the Design services and design deliverables required to be

provided in connection with the Design of the Project as set forth in the Contract Documents.

1.123 DRAWINGS. The term “Drawings” means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the work to be done on the Project, generally including plans, elevations, sections, details, schedules, and diagrams prepared as part of the Design Materials.

1.124 ENERGY. The term “Energy shall mean electricity produced by the Solar Photovoltaic System delivered to the City at the Energy Delivery Point.

1.125 ENERGY DELIVERY POINT. The term “Energy Delivery Point” means the physical location, to be set forth in the final approved set of Construction Drawings.

1.126 EQUIPMENT MANUFACTURER. The term “Equipment Manufacturer” shall mean any Separate Contractor that fabricates and/or supplies any of the City’s provided equipment which is installed in the Project by the Design-Build Entity.

1.127 EXTRA WORK. The term “Extra Work” means work beyond or in addition to the work required by the Contract Documents, pursuant to Section 4.2 of these General Conditions.

1.128 FORCE MAJEURE. The term shall include but not be limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or other acts or occurrences outside the Parties’ control, such as the unavailability of specific parts, materials or supplies, so long as such parts, materials or supplies were ordered within thirty (30) days of the City’s issuance of the Notice to Proceed. Force Majeure shall not include the replacement of defective materials, parts, supplies, unless there is a delay in obtaining replacement parts, materials and supplies, which is outside the control of the Parties’ and the parts, materials and supplies, were ordered within five (5) calendar days of the determination of the defect.

1.129 FINAL COMPLETION. The term “Final Completion” means the point at which the work on the Project has been fully completed in accordance with the Contract Documents as determined by the City’s Representative and as set forth in Section 10.2 of the Contract.

1.130 GOVERNMENTAL APPROVALS. The term “Governmental Approvals” means those governmental (including agency) actions required to be obtained by the City and necessary for the completion of the Project.

1.131 GUARANTEED COMPLETION DATE. The term “Guaranteed Completion Date” also referred to as “GCD” herein, shall mean the date by which the Design-Build Entity guarantees that all work described in the Scope of Work shall be completed, as is set forth in Section 1.3 of the Contract.

1.132 GUARANTEED MAXIMUM PRICE. The term “Guaranteed Maximum Price” shall mean the Guaranteed Maximum Price the City will pay for the completion of all work described in the Scope of Work as is set forth in Attachment 1 to this Contract – Design-

Build Entity Proposal.

1.133 HAZARDOUS MATERIALS. The term “Hazardous Materials” means any substance: the presence of which requires investigation or remediation under any federal, state or local law, statute, regulation, ordinance, order, action, policy or common law; which is or becomes defined as a “hazardous waste,” “hazardous substance,” pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitations, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (“CERCLA”), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. (“RCRA”); which is petroleum, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons; which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any regulatory agency or instrumentality of the United States; the presence of which on the Project Site causes or threatens to cause a nuisance upon the Project Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Project Site; the presence of which on adjacent properties could constitute a trespass by the Design-Build Entity or the City; or as defined in the California Health and Safety Code.

1.134 LIQUIDATED DAMAGES. The term “Liquidated Damages” shall mean the amount specified in the Contract.

1.135 LOSSES. The term “Losses” means any and all losses, costs, liabilities, claims, damages, and expenses.

1.136 NOTICE TO PROCEED. The term “Notice to Proceed” shall mean the written notice given by the City to the Design-Build Entity advising that the Project Site is available to the Design-Build Entity and directing the Design-Build Entity to commence work on the Project.

1.137 PROJECT. The term "Project" means the design and construction of solar photovoltaic systems as identified in Attachment 3 the Contract.

1.138 PROJECT SITES. The term “Project Sites” refers to the locations identified in Attachment 3 to the Contract upon which the Solar Photovoltaic Systems will be located.

1.139 SCOPE OF WORK. The term “Scope of Work” shall mean all the all labor, materials, and services required to be performed or provided by the Design-Build Entity pursuant to the Contract Documents necessary to design, construct, and complete the Project.

1.140 SOLAR PHOTOVOLTAIC SYSTEM. The term “Solar Photovoltaic System” means the solar panels, racking system, mounting hardware, footers, wiring, inverters, conduits, the monitoring equipment, metering equipment and any and all materials and equipment required to construct a turnkey, operational solar photovoltaic system, interconnected to the grid on a net-metering basis which meets the requirements of all applicable laws and the Contract Documents.

1.141 SPECIFICATIONS. The term “Specifications” means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work on the Project, and performance of related services. This term also is in reference to the City of Santa Rosa Construction Specifications for Public Improvements, which specifications are hereinafter referred to as the City Specifications.

1.142 SUBCONTRACTOR. The term “Subcontractor” means any person or firm that has been retained by Design-Build Entity or a Subcontractor of Design-Build Entity to perform a portion of the work on the Project. Unless otherwise specifically provided, the term Subcontractor includes Subcontractors of all tiers.

1.143 SUBSTANTIAL COMPLETION. See Section 10.1, Substantial Completion, herein.

1.144 TERM. “Term” shall have the meaning set forth in the Contract.

1.145 TIER. The term “tier” means the contractual level of a Subcontractor or supplier or consultant with respect to the Design-Build Entity. For example, a first tier Subcontractor is under subcontract with the Design-Build Entity, a second tier Subcontractor is under subcontract with a first tier Subcontractor, and so forth.

1.146 UTILITY. The term “Utility” shall mean Pacific Gas & Electric Company, as the local utility.

1.2 OWNERSHIP AND USE OF CONSTRUCTION DOCUMENTS

1.21 The Construction Documents, and all copies thereof, furnished to, or provided by, Design-Build Entity are the property of the City. City and Design-Build Entity explicitly agree that all materials and documents developed in the performance of this Contract are the property of the City. City shall have unlimited rights, for the benefit of City, in all drawings, designs, specifications, notes and any other documentation and other work developed in the performance of this Contract for the Project, including the right to re-use details of the Design on any other the City work at no additional cost to the City. Design-Build Entity agrees to, and hereby does, grant to the City a royalty free license to all such data that the Design-Build Entity may cover by copyright and to all designs as to which the Design-Build Entity may assert any right or establish any claim to under the patent or copyright laws. Design-Build Entity, for a period up to five (5) years from the Date of Completion of the Project, agrees to furnish and to provide access to the originals or copies of all such materials immediately upon the written request of the City. Any use or reuse by City of the Construction Documents on any project other than this Project without employing the services of Design-Build Entity shall be at City’s own risk with respect to third parties. If City uses or reuses the Construction Documents on any project other than this Project, they shall remove Design-Build Entity’s architect’s seal from the Construction Documents and hold harmless Design-Build Entity and its officers, directors, agents and employees from claims arising out of the use or re- use of the Construction Documents on such other project. Design-Build Entity shall not be responsible or liable for any revisions to the Construction Documents made by any party other than the Design-Build Entity, a party for which the Design-Build Entity is legally responsible or liable, or anyone approved by the Design-Build Entity.

1.3 INTERPRETATION OF DOCUMENTS

131 The intent of the Contract Documents is to include all necessary criteria to establish the scope and quality for completion of the work on the Project by the Design-Build Entity. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Design-Build Entity shall be required to the extent consistent with the Contract Documents.

132 The City and the Design-Build Entity acknowledge that the Contract Documents may differ in some respect(s) from the other documents included in the Design-Build Proposal Package upon which the Design-Build Entity based its response(s) to Request for Proposal. Prior to the commencement of construction on the Project, the Parties shall confirm, in writing, the final form of the Contract Documents that are to be utilized and the City of Santa Rosa will issue a Notice to Proceed.

133 Organization of the Specifications into various subdivisions and the arrangement of the Drawings shall not control the Design-Build Entity in dividing portions of the work necessary for the Project among Subcontractors or in establishing the extent of work to be performed by any trade.

134 Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood design professional and construction industry meanings; non-technical words and abbreviations are used in accordance with their commonly understood meanings.

135 The Contract Documents may omit modifying words such as “all” and “any,” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word “including,” when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non limiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

136 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity, whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

137 Each and every provision of law required by law to be inserted in the Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party the Contract shall be amended in writing to make such insertion or correction.

138 Before commencing any work on the Project, the Design-Build Entity shall check and review the Drawings, Specifications and Contract Documents for such

portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the Project, including but not limited; all quasi-governmental and other regulations affecting the construction and operation of the Project, City of Santa Rosa Design and Construction Standards, which Standards are hereinafter referred to as the City Standards, City Specifications, and other special requirements, if any, designated in the Contract. In the event the Design-Build Entity observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract, the Design-Build Entity shall immediately notify the City's Representative in writing of same and shall cause to be corrected any such violation or inconsistency in the manner provided hereunder. The Design-Build Entity shall be solely liable for any such violation, inconsistency or special requirement, if Design-Build Entity fails to conduct such review or notification to the City.

139 Before commencing the work on the Project, the Design-Build Entity shall carefully examine all Specifications, Contract, Contract Documents and other information given to Design-Build Entity as to Project requirements. The Design-Build Entity shall immediately notify City's Representative of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in such documents in writing. Neither Design-Build Entity nor any Subcontractor shall take advantage of any apparent error or omission which may be found in the Specifications, the Contract, Contract Documents or other information given to Design-Build Entity. If the Design-Build Entity or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work under the Contract, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, the Design-Build Entity shall bear any and all costs arising there from including, without limitation, the cost of correction thereof without increase or adjustment to the Guaranteed Maximum Price or the Guaranteed Completion Date. In no case shall any Subcontractor proceed with work if uncertain without the Design-Build Entity's written direction and/or approval.

ARTICLE 2 CITY

2.1 FEE AND PERMIT REQUIREMENTS

2.1.1 Cost for on-site inspection shall be borne by the City. Design-Build Entity shall obtain and pay for local building permits, inspection fees, plan checking fees, and certain utility fees, if applicable and any Rule 21 interconnection fees and costs. Except as otherwise provided in the Contract Documents, the Design-Build Entity will identify, prepare and submit on behalf of the City the applications for the necessary permits, easements, fees and/or other government approvals in connection with the work on the Project, including but not limited to, interconnection agreements and net-metering applications with the Utility.

The City will pay for such permits and fees which the Design-Build Entity shall be responsible for obtaining on the City's behalf:

- (a) Plan check and/or approval fees
- (b) Electrical connection and service fees
- (c) Other connection or service fees expressly authorized by the City

2.2 ACCESS TO PROJECT SITE

2.2.1 The City will provide, as reasonably required by the work on the Project, but in no event later than the date designated in the Notice to Proceed, access to the lands and facilities upon which the Construction Work is to be performed, including such access to other lands and facilities designated in the Contract Documents for use by the Design-Build Entity, subject to the hours of work specified by the City. City will provide Design-Build Entity with an area for storage space located near each Site for storage of materials, tools and equipment, and other purposes. Contractor shall self-insure or carry all the burden and risk for materials, tools and equipment stored at, on or near City property to protect Design-Build Entity in the event of vandalism, malicious mischief or theft to the full replacement value of all the work and all materials, equipment and supplies on or near the site of the work.

2.3 CITY'S RIGHT TO REPLACE THE CITY'S REPRESENTATIVE

2.3.1 City may at any time and from time to time, without prior notice to or approval of the Design-Build Entity, replace City Representative with a new City Representative. Upon receipt of notice from the City informing the Design-Build Entity of such replacement and identifying the new City Representative, Design-Build Entity shall recognize such person or firm as the City's Representative for all purposes under the Contract Documents.

2.4 CEQA REVIEW

2.4.1 City has conducted environmental review of the Project pursuant to CEQA based on the preliminary scope of work proposed by the Design-Build Entity (City staff will file the Notice of Exemption with the County Clerk). Pursuant to CEQA, any challenges to the Projects must be filed within thirty-five (35) days of the date upon which the Notices of Exemption were filed with the County Clerk.

ARTICLE 3 DESIGN-BUILD ENTITY

3.1 DESIGN-BUILD ENTITY RESPONSIBILITY; INDEPENDENT CONTRACTOR

3.1.1 Design-Build Entity shall be responsible to the City for acts and omissions of the Design-Build Entity's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of work on the Project under direct or indirect contract with the Design-Build Entity or any of its Subcontractors. The City retains the Design-Build Entity on an independent contractor basis. Design-Build Entity is not an employee, agent or representative of the City. Design-Build Entity represents that it is fully experienced and properly qualified to perform the class of work provided for in this Contract and that it is properly licensed, equipped, organized, and financed to perform work on the Project. The Design-Build Entity shall maintain complete control over its employees and its subcontractors and shall pay all wages, salaries and other amounts due such personnel in connection with their performance as required by law. The Design-Build Entity shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE DESIGN-BUILD ENTITY; SINGLE POINT RESPONSIBILITY OF THE DESIGN-BUILD ENTITY

321 In addition to the examination and reviews performed, and obligations assumed, the Design-Build Entity shall study and compare each of the Contract Documents provided by the City with the others and with information furnished by the City, and shall promptly report in writing to the City's Representative any errors, inconsistencies, or omissions in the Contract Documents provided by City or inconsistencies with Applicable Code Requirements observed by Design-Build Entity.

322 Design-Build Entity is responsible for the design and construction of the Project and shall use the design and engineering standards of care applicable to projects, buildings or work of similar size, complexity, quality and scope in performing work on the Project. The Design-Build Entity shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Design-Build Entity before commencing work on the Project. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to the City's Representative.

323 If the Design-Build Entity performs any design and/or construction activity which it knows, or should know, involves an error, inconsistency, or omission referred to in Sections 3.2.1 and 3.2.2, without notifying and obtaining the written consent of the City's Representative, the Design-Build Entity shall be responsible for the resultant Losses, including, without limitation, the costs of correcting Defective Work.

324 The City does not assume any obligation to employ the Design-Build Entity's services or pay the Design-Build Entity royalties of any type as to future programs that may result from work performed under this Contract.

325 The Design-Build Entity shall be responsible for all plotting, printing, copying and distribution costs of any and all documents required in connection with work on the Project.

326 The Design-Build Entity agrees that it has single point responsibility for the Design and construction of this Project, and agrees to utilize the standard of design, engineering and construction practices used by other professionals on similar projects.

3.3 DESIGN, SUPERVISION AND CONSTRUCTION PROCEDURES

331 Design-Build Entity shall supervise, coordinate, and direct all work on the Project using the Design-Build Entity's best skill and attention. The Design-Build Entity shall be responsible for, and have control over, the entire design effort, construction means, methods, techniques, sequences, procedures, and the coordination of all portions of work on the Project.

332 Design-Build Entity shall be responsible to the City for acts and omissions of the Design-Build Entity, its agents, employees, and Subcontractors, and their respective agents and employees.

333 Design-Build Entity shall not be relieved of its obligation to perform all work on the Project in accordance with the Contract Documents either by acts or omissions of the City or the City's Representative in the administration of the Contract, or by tests, inspections, or approvals required, or performed, by persons or firms other than the Design-Build Entity.

334 Design-Build Entity shall be responsible for inspection of all portions of work on the Project, including those portions already performed under this Contract, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent work.

335 To facilitate communications and the management of the Design process, the Design-Build Entity shall meet on a regular basis with the City and utilize electronic design communication to the extent practical.

336 Design-Build Entity shall provide the appropriate management and design staff in the local office to provide the City with the current status of, and the capability to properly update, the Design documents.

337 Design-Build Entity is required to deliver to the City, if requested, any and all design materials including, but not limited to, calculations, preliminary drawings, construction drawings, electronic media data, tenant improvement documents, sketches, illustrations, specifications, descriptions, models, mock ups, and other information developed, prepared, furnished, or delivered in the prosecution of the Design Work.

338 Design-Build Entity is responsible for preparation of the Construction Documents for the entire Project. The Design-Build Entity shall not undertake any work on the Project without first obtaining the written authorization and approval of the proposed Construction Documents from the City's Representative.

339 Design-Build Entity is responsible for construction of the entire Project as required by the Contract Documents.

3310 Design-Build Entity shall at all times maintain good discipline and order among its employees and Subcontractors. Design-Build Entity shall provide competent, fully qualified personnel to perform all work on the Project.

3.4 LABOR AND MATERIALS

341 Unless otherwise provided in the Contract Documents, the Design-Build Entity shall provide and pay for all professional services, services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Scope of Work on the Project, whether temporary or permanent and whether or not incorporated or to be incorporated in work on the Project.

3.5 TRAINING OF CITY EMPLOYEES

351 Design-Build Entity shall provide training and materials to no more than four (4) City employees on the operation and maintenance of the Solar Photovoltaic System within two weeks of the filing of the Notice of Completion, to prepare the City employees to maintain or otherwise operate the Solar Photovoltaic System. The Design-Build Entity shall provide the City with one digital copy and four (4) bound operations manuals for this purpose.

3.6 TAXES

361 Design-Build Entity shall pay all sales, consumer, use, income, payroll and similar taxes for the work or portions thereof provided by the Design-Build Entity.

3.7 PERMITS, FEES, AND NOTICES

371 Except for the permits and approvals which are to be obtained on behalf of the City or the requirements with respect to which the City is not subject, as provided in Section 2.1.1, the City, and not the Design-Build Entity, shall be responsible for securing, and paying for, all other permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of work on the Project.

3.8 APPLICABLE CODE REQUIREMENTS

381 Design-Build Entity shall perform all work on the Project in accordance with the following Applicable Code Requirements and all code requirements listed in the Scope of Work:

(a) All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over the City, the Design-Build Entity, any Subcontractor, the Project, the Project Site, the work on the Project, or the prosecution of the work on the Project.

(b) All requirements of any insurance company issuing insurance required hereunder.

(c) Applicable sections in the State of California Labor Code.

(d) All Applicable Code Requirements relating to nondiscrimination, payment of prevailing wages, payroll records, apprentices, and work day.

382 All products and components outlined herein must conform to all applicable codes, standards, and rating methodologies, including but not limited to, the following:

(a) If PV modules using hazardous materials are to be provided by

Design-Build Entity, then the environmental impact of the hazardous material usage must be discussed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life. Modules containing hazardous materials must comply with the EPA Landfill Disposal Requirements. Any additional costs and/or City responsibilities related to PV modules containing hazardous materials must be clearly identified in the proposal.

- (b) UL certification.
- (c) National Electrical Code - 2011.
- (d) Wind uplift requirements per the American Society of Civil Engineers Standard for Minimum Design Loads for Buildings and Other Structures (ASCE 7), and must be able to withstand design wind speeds of at least 85 mph (3-second gusts).
- (e) All outdoor enclosures should be at minimum rated NEMA 3R.
- (f) All Occupational Health and Safety Administration (OSHA) directives.
- (g) All Utility requirements.
- (h) All applicable Building Codes and Fire Codes.

383 The Design-Build Entity shall comply with and give notices required by all Applicable Code Requirements, including all environmental laws and all notice requirements. The Design-Build Entity shall promptly notify the City's Representative in writing if the Design-Build Entity becomes aware during the performance of work on the Project that the Contract Documents are at variance with Applicable Code Requirements.

384 If the Design-Build Entity performs work which it knows or should know is contrary to Applicable Code Requirements, without prior notice to the City and the City's Representative, the Design-Build Entity shall be responsible for such work and any resulting damages including, without limitation, the costs of correcting Defective Work.

3.9 PROJECT STAFFING

391 The Design-Build Entity and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the work on the Project; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the work; and keep an adequate force of skilled and fit workers on the job to complete all work on the Project in accordance with all requirements of the Contract.

392 The City shall have the right, but not the obligation, to require the removal from the Project of the Design-Build Entity's Representative, or any other staff member, agent, or employee of any contractor, Subcontractor, material or equipment supplier, or any other entity working on the Project. Removal may be required for any reason designated by the City, including but not limited to, failure or refusal to perform work on the Project in a manner acceptable to the City, uncooperative or incompetent performance on the Project, threatening the adequate or timely completion of the Project, or threatening the safety of persons or property.

3.10 TOXIC MATERIALS

3101 The Design-Build Entity not responsible for unforeseen site conditions and toxic materials unless they are described in the Contract Documents. The City shall provide any information in its possession, custody, or control.

3.11 HAZARDOUS MATERIALS

3111 The Design-Build Entity agrees that it is solely responsible for investigating and performing remedial actions on all hazardous materials and other related environmental requirements located on the Project site. For the purposes of this Contract, hazardous materials shall also include, but are not limited to, underground storage tanks. Any hazardous materials that are encountered beyond those described in the Contract Documents or Proposal Requirements, or which reasonably could not have been discovered within the time permitted, may properly be the subject of a Change Order Request. The City agrees that the Design-Build Entity cannot be considered a hazardous materials generator of any such materials in existence on the Site at the time it is given possession of the Site.

3112 "Hazardous materials" means any substance: the presence of which requires investigation or remediation under any federal, state or local law, statute, regulation, ordinance, order, action, policy, or common law; which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant, or contaminant under any federal, state or local law, statute, regulation, rule or ordinance, or amendments thereto, including, without limitations, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq. ("RCRA"); which is petroleum, including crude oil or any fraction thereof not otherwise designated as a "hazardous substance" under CERCLA including, without limitation, gasoline, diesel fuel, or other petroleum hydrocarbons; which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any regulatory agency or instrumentality or the United States; the presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; the presence of which on adjacent properties could constitute a trespass by the Design-Build Entity or the City; or as defined in the California Health and Safety Code.

3113 "Underground Storage Tank" shall have the Definition assigned to that term by Section 9001 of RCRA, 42 U.S.C. Section 6991, and also shall include: any tank of one thousand one hundred (1,100) gallons or less capacity used for storing motor fuel; any tank used for storing heating oil for consumption on the premises where stored; any septic tank; and any pipes connected to the above items.

3114 "Environmental Requirements" means all applicable laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders, and similar items of all governmental agencies or other instrumentality's of the City, State of California, and United States and all applicable judicial, administrative and regulatory decrees, judgments, and orders relating to the protection of human health or the environment including, without limitation: all requirements including, but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of hazardous materials into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution,

use, treatment, storage, disposal, transport, or handling of hazardous materials; and all requirements pertaining to the protection of the health and safety of employees or the public.

3.12 CONSTRUCTION DOCUMENTS

Upon receipt of the Notice to Proceed, the Design-Build Entity shall instruct the Design Professional to commence the design and the preparation of the Construction Documents. The Construction Documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, other than such details customarily developed by others during construction. The City's review of the Construction Documents shall be conducted in accordance with the approved Contract Schedule. Such review shall not relieve the Design-Build Entity from its responsibilities under the Contract. Such review shall not be deemed an approval or waiver by the City of any deviation from, or of the Design-Build Entity's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the Document submitted by the Design-Build Entity and approved by the City.

3121 However, it is acknowledged by the Parties hereto that inherent in a Design-Build concept, bridging or otherwise, the production and review of Construction Documents may be a continuing process with portions thereof completed at different times. The Design-Build Entity will limit the Construction Document packages submitted to the City for review and approval for construction to five (5), unless approved in writing by the City. The Contract Schedule shall indicate the times for the City to review the completion of each such portion of the Construction Documents and a reasonable time for review of same.

3122 The Design-Build Entity shall submit completed packages of the Construction Documents for review by the City's Representative and any other regulating agencies to permit sufficient time for their review. Meetings between the Design-Build Entity and the City to review the Construction Document packages shall be scheduled and held so as not to delay work on the Project. The Design-Build Entity shall not begin the performance of any work on the Project without the City's approval of the applicable Construction Documents.

3.13 GEOTECHNICAL AND SURVEY

3131 The Design Work shall be consistent with the findings and recommendations of the geotechnical report, if any, and legal description and project survey.

3132 The Design-Build Entity shall verify the location and depth (elevation) of all existing utilities and services before performing any excavation work.

3133 Any additional tests, borings, etc necessary to support the Construction Documents shall be the responsibility of the Design-Build Entity.

3.14 WEEKLY REPORT

3141 The Design-Build Entity shall prepare and submit to the City, during this Project, weekly reports on the work accomplished during the prior week. Such reports shall be prepared in a manner and in a format approved by the City Representative. Reports shall be

furnished timely and prior to Application for Payment. The report shall also set forth the Design-Build Entity's projected progress for the forthcoming month.

3.15 OTHER REPORTS

3.151 The Design-Build Entity shall prepare periodic project reports when required by state or federal agencies, in addition to the reporting and submittal requirements set forth by the City. While the City may provide information to the Design-Build Entity as may be required for such reports, the primary responsibility shall be with the Design-Build Entity for complying with the requirements.

3.16 GUARANTEE

3.161 The Design-Build Entity shall complete all work in accordance with the requirements of the Contract Documents, and such work shall remain free of defects in workmanship and materials for a period of FIVE (5) YEARS from the date of Substantial Completion. The Design-Build Entity shall repair or replace any and all work, together with any adjacent work that may have been damaged or displaced, which was not in accordance with the requirements of the Contract Documents, or that may be defective in its workmanship or material within the guarantee period specified in the Contract Documents, without any expense whatsoever to the City; ordinary wear and tear and abuse excepted.

3.162 The Design-Build Entity further agrees, within fourteen (14) days, or as such shorter period as may be designated for emergency repairs, after being notified in writing by the City, of any work not in accordance with the requirements of the Contract Documents or any defects in the work on the Project, that the Design-Build Entity shall commence and execute, with due diligence, all work necessary to fulfill the terms of the warranty. If the City finds that the Design-Build Entity fails to perform any of the work under the warranty, the City may elect to have the work completed at the Design-Build Entity's expense and the Design-Build Entity will pay costs of the work upon demand. The City will be entitled to all costs, including reasonable attorneys' fees and consultants' expenses necessarily incurred upon the Design-Build Entity's refusal to pay the above costs.

3.163 Notwithstanding the foregoing Section, in the event of an emergency constituting an immediate hazard to health or safety of the City employees, property, or licensees, the City may undertake, at the Design-Build Entity's expense and without prior notice, all work necessary to correct such condition(s) when it is caused by work of Design-Build Entity not being in accordance with the requirements of the Contract Documents.

3.17 WARRANTY

3.171 Design-Build Entity warrants to the City that all Design Work will be performed in accordance with the highest professional standards and degree of care applicable to those design professionals who specialize in designing and providing services for projects of the type, scope, quality, and complexity of the Project utilizing the Design-Build contracting mode. The Design-Build Entity warrants to the City that all labor, materials, equipment and furnishings used in, or incorporated into, the Construction Work will be of good quality, new (unless otherwise required or permitted by the Contract Documents), and all work will be free of liens, claims and security interests of third parties; that the work will be of the highest quality and free from defects and that all work will conform with the requirements of the Contract Documents. If required by

the City's Representative, the Design-Build Entity shall furnish satisfactory evidence of compliance with this warranty. Further, the type, quality and quantum of such evidence shall be within the sole discretion of the City's Representative.

3172 Design-Build Entity shall forward to City and provide prior to installation and construction of the Project the manufacturer's equipment warranty coverage certificates and information, which warranties shall be as follows:

(a) Standard warranty coverage should be at least twenty-five (25) years for any PV panels, at least ten (10) years for all inverters, or consistent with current CSI Guidelines for Solar Photovoltaic System warranty requirements, whichever is greater.

(b) Upon completion of the Project, Design-Build Entity shall provide City with all warranty documentation and shall assist the City in completing any warranty or submittal forms which are required in order to effectuate coverage of the warranties required herein and all may otherwise be available to the City.

(c) All work performed by Design-Build Entity must not render void, violate, or otherwise jeopardize any preexisting City facility or building warranties.

3173 In addition to the foregoing, all solar energy equipment for electricity generation, including PV modules, inverters, solar collectors, tracking mechanisms, heat exchanges, pumps, and heat driven cooling systems provided hereunder (hereinafter "System Equipment") shall have a warranty of 10 years to protect against defects in workmanship, and a 25 year linear warranty against undue degradation of electrical generation output of more than fifteen percent (15%) from the System Equipment's originally rated electrical output in accordance with the terms of California Public Utility Code 387.5(d)(4) (hereinafter "System Equipment Warranty"). The System Equipment Warranty shall include no-cost repair and replacement of the system for any expenses not otherwise covered by the manufacturer. Meters provided by Design-Build Entity under this Agreement shall have a one-year warranty to ensure against defective workmanship, system or component breakdown, or degradation in electrical output of more than fifteen percent (15%) from their originally rated electrical output during the warranty period.

3.18 SCHEDULES REQUIRED OF THE DESIGN-BUILD ENTITY

3181 The Design-Build Entity shall plan, develop, supervise, control, and coordinate the performance of the work on the Project so that its progress and the sequence and timing of Work activities achieve completion by the GCD. The Design-Build Entity shall continuously obtain from Subcontractors information and data about the planning for, and progress of, the work on the Project and the delivery of equipment. The Design-Build Entity shall coordinate and integrate such information and data into updated Contract Schedules, and shall monitor the progress of the work on the Project and the delivery of equipment. The Design-Build Entity shall act as the expediter of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors, regardless of tier. The Design-Build Entity shall cooperate with the City's Representative in the development of all contract schedules and updated contract schedules.

3182 Failure of the City's Representative to discover errors or omissions in schedules that it has reviewed, or to inform the Design-Build Entity that the Design-Build Entity, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule shall not relieve the Design-Build Entity from its sole responsibility to perform and complete all work on the Project within the Guaranteed Completion Date and shall

not be a cause for an adjustment of the Guaranteed Completion Date or the Guaranteed Maximum Price.

3.183 The Design-Build Entity shall perform all work on the Project in accordance with the current accepted Contract Schedule.

3.19 AS-BUILT DOCUMENTS

3.19.1 The Design-Build Entity shall maintain one (1) set of As-Built drawings and specifications, which shall be kept up to date during the work of the Contract. All changes which are incorporated into the work on the Project which differ from the Documents as drawn and written and approved shall be noted on the As-Built set. Notations shall reflect the actual materials, equipment and installation methods used for the work on the Project and each revision shall be initialed and dated. Prior to filing of the Notice of Completion, each drawing and the specification cover shall be signed by Design-Build Entity and dated, attesting to the completeness of the information noted therein. As-Built Documents shall be turned over to the City's Representative and shall become part of the Record Documents as required by the Scope of Work.

3.20 DOCUMENTS AND SAMPLES AT PROJECT SITE

3.20.1 Design-Build Entity shall maintain the following at the Project Site:

(a) One current copy of the Contract Documents (including Construction Documents), in good order and marked to record current changes and selections made during construction.

(b) One copy of the prevailing wage rates applicable to the Project.

(c) The current accepted Contract Schedule.

(d) One current copy of all documents required by 3.20.1 (As-Built documents.)

(e) All other required submittals.

3.20.2 These shall be available to the City's Representative and shall be delivered to the City's Representative for submittal to the City upon the earlier of Final Completion or termination of the Contract.

3.21 USE OF SITE AND CLEAN UP

3.21.1 Design-Build Entity shall confine operations at the Project Sites to areas permitted by law, ordinances, permits, and the Contract Documents. The Design-Build Entity shall not unreasonably encumber the Project Sites with materials or equipment.

3.21.2 Design-Build Entity shall, during performance of work on the Project, keep the Project Sites and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Design-Build Entity. Design-Build Entity shall remove all excess dirt, waste material, and rubbish caused by Design-Build Entity; tools; equipment; machinery; and surplus materials from the Project Site and surrounding area at the completion of the Project.

3.21.3 Personnel of the Design-Build Entity and Subcontractors shall not

occupy, live upon, or otherwise make use of the Project Site during any time that work is not being performed at the Project Site, except as otherwise provided in the Contract Documents.

3.22 ACCESS TO WORK

3221 City, the City's Representative, their consultants, and other persons authorized by the City will at all times have access to the work on the Project wherever it is in preparation or progress. Design-Build Entity shall provide safe and proper facilities for such access and for inspection.

3.23 ROYALTIES AND PATENTS

3231 Design-Build Entity shall pay all royalties and license fees required for the performance of work on the Project. The Design-Build Entity shall defend suits or claims resulting from the Design-Build Entity's or any Subcontractor's infringement of patent rights and shall Indemnify the City and the City's Representative from Losses on account thereof.

3.24 LIABILITY FOR AND REPAIR OF DAMAGED WORK

3241 Except as otherwise provided in the Contract Documents, the Design-Build Entity shall be liable for any and all damages and losses to the Project (whether by fire, theft, vandalism, earthquake, flood or otherwise) prior to the City's acceptance of the Project as fully completed.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ADMINISTRATION OF THE CONTRACT BY THE CITY'S REPRESENTATIVE

411 City's Representative will have authority to act on behalf of the City only to the extent provided in the Contract Documents.

412 City shall designate in the Contract one or more representatives authorized to act on the City's behalf with respect to the Project, together with the scope of his/her respective authority. If the City's Representative(s) changes, the City shall notify the Design-Build Entity in writing as provided in the Contract. Functions for which this Contract Documents provide will be performed by the City may be delegated by the City only by written notice to the Design-Build Entity from the City. The Design-Build Entity shall not be entitled to rely on directions (nor shall it be required to follow the Directions) from anyone outside the scope of that person's authority as set forth in written authorization pursuant to this Design-Build Contract. Directions and decisions made by the City Representatives of the City shall be binding on the City.

413 During the Term of this Design-Build Contract, the City's Representative shall have the right to review the Design Professionals' work at such intervals as deemed appropriate by the City's Representative. However, no actions taken during such review or site visit by the City's Representative, shall relieve the Design-Build Entity of any of its obligations of single point responsibility for the Design and construction of this Project, nor form the basis for a Claim, if such actions extend beyond the Guaranteed Completion Date.

414 City's Representative will not have control over, will not be in charge of, and will not be responsible for design or construction means, methods, techniques,

sequences, or procedures, or for safety precautions and programs in connection with the work on the Project, since these are solely the Design-Build Entity's responsibility.

415 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the City and the Design-Build Entity shall communicate through the City's Representative. Communications by the Design-Build Entity with the City's consultants and the City's Representative's consultants shall be through the City's Representative. Communications by the City and the City's Representative with Subcontractors will be through the Design-Build Entity. Communications by the Design-Build Entity and Subcontractors with Separate Contractors shall be through the City's Representative. The Design-Build Entity shall not rely on oral or other non-written communications.

416 Based on the City's Representative's Project Site visits, review of Design Work, and evaluations of the Design-Build Entity's Applications For Payment, the City's Representative will recommend amounts, if any, due the Design-Build Entity and will issue Certificates For Payment in such amounts.

417 City's Representative will have the authority to reject work on the Project, or any portion thereof, which does not conform to the Contract Documents. The City's Representative will have the authority to stop work on the Project, or any portion thereof. Whenever the City's Representative considers it necessary, or advisable, for implementation of the intent of the Contract Documents, the City's Representative will have the authority to require additional inspection or testing of the work on the Project in accordance with the Contract Documents, whether or not such work is fabricated, installed, or completed. However, no authority of the City's Representative conferred by the Contract Documents nor any decision made in good faith either to exercise, or to not exercise such authority, will give rise to a duty or responsibility of the City or City's Representative to Design-Build Entity, or any person or entity claiming under, or through, Design-Build Entity.

418 City's Representative will have the authority to conduct or delegate inspections and to determine the Dates of Substantial Completion and Final Completion; will receive for review and approval any records, written warranties, and related documents required by the Contract Documents and assembled by the Design-Build Entity; and will issue a final Certificate For Payment upon the Design-Build Entity's compliance with the requirements of the Contract Documents.

419 City's Representative or their delegate will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by the Design-Build Entity. Should the Design-Build Entity discover any conflicts, omissions, or errors in the Construction Documents or the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether work is within the scope of the Contract Documents; then, before proceeding with the work affected, the Design-Build Entity shall notify the City's Representative in writing and request interpretation, or clarification. The City's Representative's response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should the Design-Build Entity proceed with the work affected before receipt of a response from the City's Representative, any portion of the work on the Project which is not done in accordance with the City's Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced and the Design-Build Entity shall be responsible for all resultant losses.

4.2 CHANGE ORDERS

421 The Parties, without invalidating the Contract, may request changes in the Construction Work to be performed under the Contract, consisting of additions, deletions, or other revisions to the scope (“Change Order Request”). The Change Order Request shall state that it is a Change Order Request (Attachment 4), state and justify the reason for the request, and specify the amount of any requested adjustment to the Guaranteed Maximum Price and/or GCD. Upon request of the City’s Representative, the Design-Build Entity shall submit such additional information as may be requested by the City’s Representative for the purpose of evaluating the Change Order Request. Such additional information may include a cost proposal meeting the requirements of this Section 4.2 hereunder and written documentation demonstrating the Design-Build Entity’s entitlement to a time extension. If the other Party determines that pursuant to the Contract, that the Change Order Request is valid, the applicable price and payment terms, time for performance and, if necessary, the output requirements, shall be equitably adjusted by the mutual written agreement of both Parties in a written Change Order. In the event that the Design-Build Entity may not delay performance until the Parties agree upon and execute a Change Order. If the Parties are unable to agree upon the terms and conditions of a Change Order, the City may issue an unilateral change order which directs the Design-Build Entity to perform the work prior to the Parties’ final agreement on the terms and conditions of the Change Order. Any Change Order must be signed by an authorized representative of each Party. If concealed or unknown conditions are encountered at the Project, differing from the conditions represented by City or otherwise disclosed by City to Design-Build Entity prior to the commencement of the work, price and payment terms, time for performance and, if necessary, the output requirements may be equitably adjusted. Claims for equitable adjustment shall be asserted in writing within 10 calendar days from the date a Party becomes aware of a change to the Construction Work.

422 Any increase to the Guaranteed Maximum Price for Extra Work shall be limited to the actual costs incurred by the Design-Build Entity and each Subcontractor regardless of tier involved, and shall be limited to the following (to the extent the Design-Build Entity demonstrates that they were actually incurred):

(a) Overhead and Profit not to exceed 15% of the Cost of the Extra Work (not more than 10% Overhead and 5% Profit) and straight time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work. Design-Build Entity is entitled to an additional 5% overhead and profit for Work subcontracted, above and beyond the 15% noted herein.

(b) Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.

(c) Overtime wages or salaries, specifically authorized in writing by The City’s Representative, for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.

(d) Fringe Benefits and Payroll Taxes for overtime Work specifically authorized in writing by the City’s Representative, for employees employed at the Project site, or at fabrication sites off the Project site, in the direct performance of the Extra Work.

(e) Costs of materials and consumable items which are furnished and incorporated into the Extra Work, as approved by the City’s Representative. Such costs shall be charged at the lowest price available to the Design-Build Entity but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and

distributors in the area of the Project site. All discounts, rebates, and refunds and all returns from sale of surplus materials and consumable items shall accrue to the City and the Design-Build Entity shall make provisions so that they may be obtained.

(f) Sales taxes on the costs of materials and consumable items which are incorporated into and used in the performance of the Extra Work.

(g) Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by the City's Representative, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall not exceed the current U.S. Army Corp. of Engineers scheduled charges for the area in which the work is performed. The Design-Build Entity shall attach a copy of said schedule to the Cost Proposal. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work.

(h) Additional costs of royalties and permits due to the performance of the Extra Work.

(i) Cost for revisions in the Construction Documents, when such revisions are inconsistent with approvals or instructions previously given by the City. Revisions made necessary by adjustments in the City's program or project budget such costs to be computed as set forth herein.

(j) The cost for Insurance and Bonds shall not exceed 1 % of the cost of the Extra Work.

423 Cost of Extra Work shall not include any of the following unless such Extra Work also results in an extension of the GCD:

- (a) Assistant Superintendent(s).
- (b) Project Manager(s).
- (c) Office expenses including staff, materials and supplies.
- (d) On site or off site trailer and storage rental and expenses.
- (e) Utilities including gas, electric, sewer or water.
- (f) Site fencing.
- (g) Data processing personnel or data processing equipment to include; telephone, facsimile, and copier equipment.
- (h) Federal, state, or local business income and franchise taxes.
- (i) Overhead and Profit in excess of the amounts set forth in Attachment 4.
- (j) Costs and expenses of any kind or item not specifically and expressly included in Section 4.2.2.

424 Compensation for Extra Work as an adjustment to the Guaranteed Maximum Price, authorized by Change Order shall be computed as specified herein.

425 As a condition to the Design-Build Entity's right to an adjustment of the Guaranteed Maximum Price, the Design-Build Entity must keep daily detailed and accurate

records itemizing each element of cost and shall provide substantiating records and documentation, including time cards and invoices. Such records and documentation shall be submitted to and approved by the City's Representative on a daily basis.

426 For work to be deleted by Change Order, the reduction of the Guaranteed Maximum Price shall be computed on the basis of one or more of the following:

- (a) Unit prices stated in the Contract or an Attachment thereto.
- (b) Unit prices agreed upon by the City and the Design-Build Entity.
- (c) A lump sum agreed upon by the City and the Design-Build Entity, based upon the actual costs which would have been incurred in performing the deleted portions of the work on the Project.

427 If any one Change Order involves both additional scope and deleted work in the same portion of the work on the Project, the Guaranteed Maximum Price shall not be increased if the deductive cost exceeds the additive cost. If the additive cost exceeds the deductive cost, an increase in the Guaranteed Maximum Price will be allowed only on the difference between the two amounts.

428 Guaranteed Maximum Price will be adjusted for a delay if, and only if, the Design-Build Entity demonstrates that the delay results in an extension of the GCD and the delay is caused solely by one, or more of the following:

- (a) An error or omission in the Contract Documents caused by the City and not as a result of the Design-Build Entity's failure to conform to criteria documents, performance standards, Construction Documents, or Contract Documents; or
- (b) City's decision to change the Scope of the Work, where such decision is not the result of any default or misconduct of the Design-Build Entity; or
- (c) The City's decision to suspend work on the Project, where such decision is not the result of any default or misconduct of the Design-Build Entity; or

429 The failure of the City or the City's Representative to timely perform any Contract obligation where the failure to so perform is not the result of any default or misconduct of Design-Build Entity.

ARTICLE 5 ASSERTION OF CLAIMS

5.1 CLAIMS BY THE DESIGN-BUILD ENTITY SHALL BE FIRST SUBMITTED TO THE CITY'S REPRESENTATIVE FOR DECISION.

5.1.1 Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by the City's Representative, the Design-Build Entity shall not cause any delay, cessation, or termination in or of the Design-Build Entity's performance of work on the Project, but shall diligently proceed with performance of the work in accordance with the Contract Documents. The City will continue to make payments in accordance with the Contract Documents.

5.1.2 The Design-Build Entity shall submit a Claim in writing, together with the supporting data, to the City's Representative as soon as possible but not later than thirty (30) days after the Date the claim arises.

5.1.3 The Design-Build Entity agrees that strict compliance with these contractual requirements is an express condition precedent to the Design-Build Entity's right to arbitrate or litigate a Claim. The Design-Build Entity specifically agrees to assert no Claims in arbitration or litigation unless there has been strict compliance with the provisions set forth herein.

5.2 DECISION OF THE CITY'S REPRESENTATIVE ON CLAIMS

5.2.1 The City's Representative will timely review Claims submitted by the Design-Build Entity pursuant to Section 5.3.2.

5.3 ALTERNATE DISPUTE RESOLUTION OF CLAIMS

5.3.1 In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Design-Build Entity and the City shall be resolved under the following the statutory procedure unless the City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*

5.3.2 All Claims: All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.

5.3.3 Claims Under \$50,000: The City shall respond in writing to the claim within forty-five (45) days of receipt of the claim, or, the City may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the claimant. The City's written response shall be submitted fifteen (15) days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

5.3.4 Claims over \$50,000 but less than or equal to \$375,000: The City shall respond in writing within sixty (60) days of receipt, or, may request in writing within thirty (30) days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the City and the claimant. The City's response shall be submitted within thirty (30) days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Design-Build Entity shall make these records and documents available at all reasonable times, without any direct charge.

5.3.5 The Design-Build Entity will submit the claim justification in the following format:

- (a) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
- (b) List of documents relating to claim including, but not limited to:
 - i. Specifications
 - ii. Drawings
 - iii. Clarifications (Requests for Information)
 - iv. Schedules
 - v. Chronology of events and correspondence
 - vi. Analysis of claim merit
 - vii. Analysis of claim cost
 - viii. Analysis of time impact analysis in CPM format
 - ix. Cover letter and certification of validity of the claim

5.3.6 If the claimant disputes the City's response, or if the City fails to respond within the statutory time period(s), the claimant may so notify the City within fifteen (15) days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the City shall schedule a meet and confer conference within thirty (30) Days.

5.3.7 If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant shall file a claim pursuant to Government Code Sections 900 et seq. and Government Code Sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the

written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

5.3.8 Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is an express condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Design-Build Entity.

ARTICLE 6 SUBCONTRACTORS

6.1 SUBCONTRACTUAL RELATIONS

6.1.1 Any part of the work on the Project performed for Design-Build Entity by a first tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Design-Build Entity by the terms of the Contract Documents, to assume toward Design-Build Entity all the obligations and responsibilities which the Design-Build Entity assumes towards the City by the Contract Documents, and to perform such portion of the work on the Project in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of the City under the Contract Documents, with respect to the work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. Design-Build Entity shall cause each such subcontract to expressly include the following requirements:

(a) Contractor shall ensure that each subcontractor waives all rights that subcontractor may have against the City for damages caused by fire or other perils covered by builder's risk property insurance carried by Design-Build Entity or the City.

(b) The Design-Build Entity is responsible for reviewing and coordinating the work of and among his subcontractors and Design Professionals. This review and coordination includes, but is not limited to, resolution of any inconsistencies, errors or omissions.

6.1.2 Upon the request of the City, the Design-Build Entity shall promptly furnish to the City a true, complete, and executed copy of any subcontract.

6.1.3 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, except when, and only to the extent that, the City elects to accept the assignment of the subcontract with such Subcontractor.

ARTICLE 7 CONSTRUCTION BY THE CITY OR BY SEPARATE CONTRACTORS

7.1 THE CITY'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

7.1.1 The City reserve the right to award separate contracts for, or to perform with its own forces, construction or operations related to the work or other construction

or operations at or affecting the Project Sites, including portions of work on the Project which have been deleted by Change Order. Design-Build Entity shall cooperate with the City's forces and Separate Contractors.

7.12 The City will provide coordination of the activities of the City's forces and of each Separate Contractor with the work of the Design-Build Entity. The Design-Build Entity shall participate with the City and Separate Contractors in joint review of construction schedules and Project requirements when directed to do so. The Design-Build Entity shall make necessary revisions to the Contract Schedule after such joint review.

7.2 MUTUAL RESPONSIBILITY

7.21 The Design-Build Entity shall afford the City and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. The Design-Build Entity shall connect, schedule, and coordinate its construction and operations with the construction and operations of the City and Separate Contractors as required by the Contract Documents.

7.22 If a portion of the work on the Project is dependent upon the proper execution or results of other construction or operations by the City or Separate Contractors, the Design-Build Entity shall inspect such other design or construction or operations before proceeding with that portion of the work on the Project. The Design-Build Entity shall promptly report to the City's Representative apparent discrepancies or defects which render the other design, construction or operations unsuitable to receive the work on the Project. Unless otherwise directed by the City's Representative, the Design-Build Entity shall not proceed with the portion of the work on the Project affected until apparent discrepancies or defects have been corrected. Failure of the Design-Build Entity to so report within a reasonable time after discovering such discrepancies or defects shall constitute an acknowledgment that the other construction or operations by the City or Separate Contractors is suitable to receive the work on the Project, except as to defects not then reasonably discoverable.

7.3 THE CITY'S RIGHT TO CLEAN UP

7.3.1 If a dispute arises between the Design-Build Entity and Separate Contractors as to the responsibility under their respective contracts for maintaining the Project Site and surrounding areas free from waste materials and rubbish, the City may clean up and allocate the cost between those firms the City deem to be responsible.

ARTICLE 8 COMMENCEMENT OF WORK ON THE PROJECT

8.1 TIMELY COMPLETION

8.1.1 The date of commencement of the Scope of Work shall be set forth in the Notice To Proceed. The date of commencement for the Scope of Work shall not be postponed by the failure of the Design-Build Entity, Subcontractors, or of persons or firms for whom the Design-Build Entity is responsible, to act. The Design-Build Entity represents to the City that the GCD is reasonable for performing the Scope of Work and that the Design-Build Entity is able to perform and complete the Scope Work by the GCD. The Design-Build Entity

shall not commence work under this Contract prior to the effective date of the insurance and performance, payment and warranty bonds required under this Contract. Design-Build Entity's failure to timely obtain such insurance and bonds shall not be cause to extend the GCD.

812 The Design-Build Entity shall proceed expeditiously with adequate forces and shall achieve full completion of the work by the GCD.

8.2 DELAY

821 If the Design-Build Entity is delayed in the commencement, performance, or completion of the Work by causes beyond its control and without its fault, including but not limited to, inability to access property; concealed or unknown conditions encountered at the Project, differing from the conditions represented by City in the Contract Documents or otherwise disclosed by City to Design-Build Entity prior to the commencement of the Work; a Force Majeure (as defined below) condition; failure by City to perform its obligations under this Agreement; or failure by City to cooperate with Design-Build Entity in the timely completion of the Work, Design-Build Entity shall provide written notice to City of the existence, extent of, and reason for such delays and impacts. Only if such a delay is critical, in that such delay slows down a work activity that cannot be delayed without delaying completion of the entire Project beyond the GCD as stated in the Notice to Proceed, or as amended by Change Order then the Parties may execute a Change Order for the equitable adjustment in the time for performance, price and payment terms, and the output guarantee shall be made, if appropriate.

822 If the City fails to issue a Notice to Proceed by August 31, 2016, Design/Build Entity will submit a revised Preliminary Schedule (as found in Attachment 3) to reflect the new projected work schedule.

823 Neither Party will be responsible to the other for damages, loss, injury, or delay caused by Force Majeure.

ARTICLE 9 PAYMENT

9.1 PROGRESS PAYMENT

9.1.1 The City agrees to pay the Design-Build Entity, subject to Section 9.3, an amount equal to 95% of the sum of the payments as detailed within the Payment Schedule as outlined in Attachment 3 Design-Build Entity Proposal. The City of Santa Rosa, by and through the appropriate officer or officers, may, at its option and at any time, retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims of City or others provided that sworn statements of all non-City claims shall have been filed with the Director of Finance.

9.2 APPLICATION FOR PAYMENT

921 The Design-Build Entity shall submit to the City's Representative a detailed Invoice/Request for Payment of the portion of the Guaranteed Maximum Price applicable to that phase of the work in a form reasonably approvable to the City. Each request shall itemize as separate line items the cost of each work activity for the applicable phase and all associated costs. The total of all line items shall at all times be consistent with the Guaranteed Maximum Price and the outlay of payments as outlined within Attachment 3 (Payment Schedule).

922 The Design-Build Entity warrants that, prior to payment by the City pursuant to the payment schedule in the Contract, all work on the Project, for which Invoice/Request For Payment have been previously issued and payment has been received from the City, shall be free and clear of all claims, stop notices, security interests, and encumbrances in favor of the Design-Build Entity, Subcontractors, or other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment relating to work on the Project.

923 At the sole discretion of the City, the City's Representative may approve for inclusion in the Invoice/Request for Payment the cost of materials not yet incorporated in the Construction Work but already delivered and suitably stored either at the Project site or at some other appropriate location acceptable to the City's Representative. In such case, the Design-Build Entity shall furnish evidence satisfactory to the City's Representative (1) of the cost of such materials and (2) that such materials are under the exclusive control of the Design-Build Entity. Only materials to be incorporated in the work on the Project will be considered for payment. Any payment shall not be construed as acceptance of such materials nor relieve the Design-Build Entity from sole responsibility for the care and protection of such materials; nor relieve the Design-Build Entity from risk of loss to such materials from any cause whatsoever; nor relieve the Design-Build Entity from its obligation to complete the work on the Project in accordance with the Contract; nor act as a waiver of the right of the City to require fulfillment of all terms of the Contract.

924 Subject to the withholding provisions of Section 9.2, the City will pay the Design-Build Entity the amount set forth in the Certificate for Payment no later than 30 days after the issuance of the Invoice/Request for Payment.

925 Neither the City nor the City's Representative will have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law. A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the City's prior administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. The provision applies to both DBE and non-DBE prime contractors and subcontractors.

926 Neither an Invoice/Request for Payment nor a progress payment made by the City will constitute acceptance of Defective Work.

9.3 WITHHOLDING PAYMENT

931 The City may decide to withhold payment in whole, or in part, to the extent reasonably necessary to protect the City if, in the City's opinion, the representations to the City required of the Design-Build Entity pursuant to the Contract Documents cannot be made. Failure by the City to deduct any sums from a progress payment shall not constitute a waiver of the City's right to such sums. The City may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the City, incurred by the City for which the Design-Build Entity is liable under the contract. For instance, the City may withhold payment, in whole or in part, to such extent as may be necessary to protect the City from loss because of:

(a) Failure to provide requested supporting documents, including those noted in Section;

(b) Defective work not timely remedied;

(c) Stop Notices. If any Stop Notice or other lien is filed on the Project for labor, materials, supplies, equipment or any other thing of value claimed to have been furnished to or incorporated into the work on the Project, or for other alleged contribution thereto, the City shall retain from payments otherwise due the Design-Build Entity, in addition to other amounts properly withheld under this Section or under other provisions of the Contract, an amount equal to 125 percent (125%) of the amount claimed under such Stop Notice; provided, however, that the City may release such funds upon receipt of evidence satisfactory to the City to the effect that the Design-Build Entity has resolved such claim, by settlement, Stop Notice Bond or otherwise. All other provisions of state law with respect to stop notices shall also apply;

(d) Reasonable doubt that the work on the Project can be completed for the unpaid balance of any Guaranteed Maximum Price or within the Guaranteed Completion Date;

(e) Damage to the City, another the Design-Build Entity, or subcontractor, including any sums expended by or on behalf of the City in performing any of the Design-Build Entity's obligations under the Contract which the Design-Build Entity has failed to perform or has performed inadequately;

(f) Unsatisfactory prosecution of the work by the Design-Build Entity;

(g) Failure to store and properly secure materials;

(h) Failure of the Design-Build Entity to submit on a timely basis, proper and sufficient documentation required by the Contract, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

(i) Failure of the Design-Build Entity to maintain record drawings;

(j) Erroneous estimates by the Design-Build Entity of the value of the work on the Project performed, or other false statements in an Application for Payment;

(k) Unauthorized deviations from the Contract Documents;

(l) Failure of the Design-Build Entity to prosecute the work on the Project in a timely manner in compliance with established progress schedules and completion dates; or

(m) Forfeiture of funds pursuant to California Labor Code Section 1727. The City shall retain and transfer those funds pursuant to California Labor Code Section 1730.

ARTICLE 10 COMPLETION

10.1 SUBSTANTIAL COMPLETION

10.1.1 When the Design-Build Entity gives notice to the City's Representative that the Construction Work is substantially complete, unless the City's Representative determines that the Construction Work is not sufficiently complete to warrant an inspection to determine Substantial Completion, the City's Representative will inspect the Construction Work, and prepare and give to the Design-Build Entity a comprehensive list of items to be completed or corrected before establishing Substantial Completion. The Design-Build Entity shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Design-Build Entity to complete all Construction Work in accordance with the Contract Documents. The City's Representative will make an inspection to determine whether the Construction Work is substantially complete. If the City's Representative's inspection discloses any item, whether or not included on the list, which must be completed or corrected before Substantial Completion, the Design-Build Entity shall, before issuance of the Certificate of Substantial Completion, complete or correct such item. The Design-Build Entity shall then submit a request for another inspection by the City's Representative to determine Substantial Completion. Costs for additional inspection by the City's Representative shall be deducted from any monies due and payable to the Design-Build Entity. When the City's Representative determines that the Construction Work is substantially complete, the Design-Build Entity will prepare and submit a Certificate of Substantial Completion to the City, which, when signed by the City, shall establish the Date of Substantial Completion and the responsibilities of the City and the Design-Build Entity for security, maintenance, utilities, insurance, and damage to the Construction Work. Unless otherwise provided in the Certificate of Substantial Completion, the Guarantee To Repair Period for the work on the Project covered by the Certificate of Substantial Completion, shall commence on the Date of Substantial Completion of the Construction Work except that Substantial Completion shall not commence the Guarantee to Repair Period for any equipment or systems that:

(a) Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of the building which the City has neither Beneficially Occupied nor accepted as Substantially Complete); or

(b) Are not accepted by the City.

10.1.2 The Guarantee to Repair Period for systems which become fully operational and accepted subsequent to Substantial Completion will begin on the Date of their acceptance by the City. The Certificate of Substantial Completion shall be submitted to the City and the Design-Build Entity for their written acceptance.

10.2 FINAL COMPLETION AND FINAL PAYMENT

1021 Upon receipt of notice from the Design-Build Entity that the work on the Project is ready for final inspection, the City's Representative will make such inspection. Final Completion shall be when the City's Representative determines that the work on the Project is fully completed and in accordance with the Contract Documents. The City will file a Notice of Completion within 10 days after Final Completion. After receipt of the final Application for Payment, if the City's Representative determines that Final Completion has occurred, the City's Representative will issue the final Certificate for Payment.

1022 Neither final payment nor any retention shall become due until the Design-Build Entity submits the following items to the City's Representative:

(a) The final Application Invoice/Request for Payment and all submittals required.

(b) All guarantees and warranties procured by the Design-Build Entity from Subcontractors, all operating manuals for equipment installed in the Project, interconnection agreement with the Utility, net-energy metering agreement with the Utility, As-Built documents, and all other submittals required by the Contract Documents.

(c) The final payment shall be made, subject to the satisfaction of all other legal conditions to final payment, 35 days after the filing of the Notice of Completion in the County Recorder's Office, and the Contractor is put on notice that it takes approximately ten (10) days for a check to be issued in response to a request for payment

1023 Acceptance of final payment by the Design-Build Entity shall constitute a waiver of all claims, except those previously made in writing and identified by the Design-Build Entity as unsettled at the time of the final Application For Payment, and Design-Build Entity shall submit a waiver of all such claims, in a form reasonably acceptable to the City, at the time of final payment.

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY

11.1 SAFETY PRECAUTIONS AND PROGRAMS

11.1.1 The Design-Build Entity shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor shall comply with all applicable provisions of the Santa Rosa City Code and any failure to do so shall constitute a breach of the Contract. In the event of any violation of the Santa Rosa City Code that may impact public health and safety, including but not limited to Chapter 17-12, "Storm Water" and Chapter 13-04, "Street Encroachments," the City shall have the right to impose a charge against Design-Build Entity in an amount equal to \$500.00 per violation per day. Prior to the imposition of any charge hereunder City shall first provide a written notice to Design-Build Entity of the violation and setting forth a reasonable period of time for Design-Build Entity to cure the violation(s). In the event Design-Build Entity fails to cure any such violation within the time provided, City shall have the right, in addition to all other rights and remedies available to City, to deduct and withhold as a permanent forfeiture by Design-Build Entity the appropriate amounts from any payment otherwise due Design-Build Entity under the Contract.

11.2 SAFETY OF PERSONS AND PROPERTY

11.2.1 The Design-Build Entity shall take adequate precautions for safety of and shall provide adequate protection to prevent damage, injury, or loss to the following:

(a) Employees involved in the Construction Work and other persons who may be affected thereby.

(b) The Construction Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Project Site, under care, custody, or control of the Design-Build Entity or Subcontractors.

(c) Other property at the Project Site and adjoining property.

11.2.2 The Design-Build Entity shall erect and maintain, as required by existing conditions and performance of the work on the Project, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying City and users of adjacent sites and utilities.

11.2.3 When use or storage of explosives, other hazardous materials, equipment, or unusual methods are necessary for execution of the Construction Work, the Design-Build Entity shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

11.2.4 Design-Build Entity shall designate a responsible member of the Design-Build Entity's organization at the Project Site whose duty shall be the prevention of accidents. That person shall be the individual listed in Section 1.23 of the Contract, unless otherwise designated by the Design-Build Entity in writing to the City and the City's Representative.

11.2.5 The Design-Build Entity shall not load or permit any part of the Construction Work or the Project Site to be loaded so as to endanger the safety of persons or property.

11.3 EMERGENCIES

11.3.1 In an emergency affecting the safety of persons or property, the Design-Build Entity shall act to prevent or minimize damage, injury, or loss. The Design-Build Entity shall promptly notify the City's Representative, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and the Design-Build Entity's action.

ARTICLE 12 INSURANCE AND BONDS

12.1 THE DESIGN-BUILD ENTITY’S INSURANCE

12.1.1 Minimum Limits of Insurance. Design-Build Entity shall maintain in full force and effect all of the insurance coverage described in and in accordance with the insurance requirements set forth as a minimum standard:

Insurance Policies: Contractor shall maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or a rating otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$5 million per occurrence \$5 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include products liability and completed operations coverage which shall continue for a period of three (3) years after acceptance of the work by the City. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used). Coverage shall not exclude subsidence.
2. Business auto coverage	\$3 million	ISO Form Number CA 00 01 covering any auto (Code 1). Insurance shall cover owned, nonowned and hired autos.
3. Workers’ compensation and Employer’s Liability	\$1 million	As required by the State of California, with Statutory Limits and Employer’s Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
4. Contractor’s pollution legal liability and/or asbestos legal liability and/or errors and omission (if project involves environmental hazards)	\$1 million per occurrence or claim \$2 million aggregate	If the work involves lead-based paint or asbestos identification/remediation, the pollution liability policy must not contain lead-based paint or asbestos exclusions. If the work involves mold identification, the pollution liability policy must not contain a mold exclusion and a definition of “Pollution” in said policy shall include microbial matter including mold.

5. Course of construction/builders' risk	Amount of completed value of project without co-insurance provisions	Required for construction projects over \$3 million. The City shall be named as loss payee.
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A. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.**

B. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements during the duration of the contract and for a period of three (3) years following City's acceptance of the work.

C. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Coverage for an additional insured shall NOT be limited to the insured's vicarious liability. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Contractor may be required to provide financial guarantees.
4. **City reserves the right to modify these insurance requirements, including limits,** based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

The existence of any of the insurance policies or coverages described in this Contract shall not affect or limit any of City's rights hereunder, nor shall the limits of such insurance limit Contractor's liability to the City hereunder. The provisions of this section shall survive any expiration or termination of the Contract.

12.1.2 Verification of Coverage. Design-Build Entity shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Contract. The City reserves the right to require complete copies of all required policies and endorsements during the duration of the Contract and for a period of three years following City's acceptance of the work. The Design-Build Entity shall provide to City certificates of insurance and endorsements effecting coverage required by this Contract. All insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, authorized to do business in California, and satisfactory to the City. All insurance required by this Section shall also contain standard separation of insureds provisions and shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers. All policies shall contain a provision stating that such policies are primary insurance and that the insurance of City or any named insured shall not be called upon to contribute to any loss except to the extent any loss, claim or action is caused by the negligence of one or more of the additional insureds. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on industry standard forms (such as an ISO CG 2010 (or insurer's equivalent), and a certificate of insurance (Acord form 25-S or equivalent) with additional insured endorsements attached), and acceptable to the City. Design-Build Entity shall ensure that each Subcontractor is required to maintain the appropriate insurance policies, with respect to its operations, including those requirements related to the additional insureds and waiver of subrogation and provide the City Certificate of Insurance and Additional Insured endorsement accordingly.

12.1.3 Endorsements.

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this Contract, Design-Build Entity's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be in excess of Contractor's insurance and shall not contribute with it. Endorsements at least as broad as 20 01 04 13 or evidence of policy language will be required in non ISO CGL policies.
 - b. **The City of Santa Rosa, its officers, agents and employees are to be covered as additional insureds on the CGL policy.** Additional Insured Endorsements at least as broad as 20 10 04 13 or 20 38 04 13 are required.

12.1.4 Maintenance of Insurance. Maintenance of such insurance coverage during the entire performance of the Contract is a material element of the Contract. Failure by Design-Build Entity to (i) maintain or renew coverage, (ii) provide notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, if necessary, may be deemed a material breach of the Contract by Contractor, whereas the City shall be entitled to all rights and remedies at law or in equity. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under the Contract. In the event Contractor retains or utilizes any Subcontractors in performance of the work, Contractor shall assure that any such Subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements herein set forth within Article 12.

12.1.4 Other Insurance Provisions:

1. No policy required by this Contract shall prohibit Design-Build Entity from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract limits the application of such insurance coverage. Coverage for an additional insured shall NOT be limited to the insured's vicarious liability. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Contractor may be required to provide financial guarantees.
4. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12.2 PERFORMANCE BOND, PAYMENT AND MATERIAL GUARANTY BOND

12.2.1 The Design-Build Entity shall furnish bonds covering the faithful performance of the Contract, (Performance Bond), payment of obligations arising thereunder (Payment Bond), and Material Guaranty Bond (Warranty Bond) on forms approved by City.

12.2.2 The Payment Bond, Performance Bond and Warranty Bond shall each be in the amount of the Guaranteed Maximum Price.

12.2.3 The Design-Build Entity shall promptly furnish such additional security as may be required by the City to protect its interests and those interests of persons or firms supplying labor or materials to the Project.

12.2.4 Surety companies used by the Design-Build Entity shall be, on the Date the Contract is signed by the City, listed in the latest published State of California, Department of Insurance list of "Insurers Admitted to Transact Surety Insurance in this State."

12.2.5 No payment will be made to the Design-Build Entity until the

Design-Build Entity's Payment Bond, Performance Bond and Warranty Bond have been approved by the City.

12.2.6 Should, in the City's sole opinion, any bond become insufficient or Surety found to be unsatisfactory, the Design-Build Entity shall renew or replace the effected bond within 10 days of receiving notice from the City.

12.2.7 In the event the Surety or the Design-Build Entity intends to reduce or cancel any required bonds, at least thirty (30) days prior written notice shall be given to the City, and the Design-Build Entity shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City.

12.2.8 To the extent, if any, that the Guaranteed Maximum Price is increased in accordance with the Contract, the Design-Build Entity shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City.

12.2.9 To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Guaranteed Maximum Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Design-Build Entity will release the surety. If the Design-Build Entity fails to furnish any required bond, the City may terminate the Contract for cause.

ARTICLE 13 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK

13.1 UNCOVERING OF WORK ON THE PROJECT

13.1.1 If a portion of the Construction Work is covered contrary to the City's Representative's request or direction, or contrary to the requirements of the Contract Documents, it must, if required in writing by the City's Representative, be uncovered for the City's Representative's observation and be replaced at the Design-Build Entity's expense without adjustment of the Guaranteed Completion Date or the Guaranteed Maximum Price.

13.1.2 If a portion of the Construction Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the City's Representative has not specifically requested to observe prior to its being covered, the City's Representative may request to see such Construction Work and it shall be uncovered and replaced by the Design-Build Entity. If such Construction Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Construction Work shall be added to the Guaranteed Maximum Price by Change Order; and if the uncovering and replacing of the Construction Work extends the Guaranteed Completion Date, an appropriate adjustment of the Guaranteed Completion Date shall be made by Change Order. If such

Construction Work is not in accordance with the Contract Documents, the Design-Build Entity shall pay such costs and shall not be entitled to an adjustment of the Guaranteed Completion Date or the Guaranteed Maximum Price.

13.2 CORRECTION OF DEFECTIVE WORK

1321 The Parties understand and agree that the Design-Build Entity has provided certain warranties as identified in Section 3.27 herein. As a part of such warranties, City agrees to provide Design-Build Entity reasonable access to the Sites to take action necessary, in Design-Build Entity's sole discretion, to maintain and adjust the equipment. Such reasonable access shall include the right for Design-Build Entity to (a) repair equipment, (b) replace equipment, or (c) add additional equipment and materials to the Project.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CITY FOR CAUSE

14.1.1 The City will have the right to terminate the Contract for cause at any time after the occurrence of any of the following events:

(a) The Design-Build Entity becomes insolvent or files for relief under the bankruptcy laws of the United States.

(b) The Design-Build Entity makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.

(c) A receiver is appointed to take charge of the Design-Build Entity's property.

(d) The Design-Build Entity abandons work on the Project.

14.1.2 Upon the occurrence of any of the following events, the City will have the right to terminate the Contract for cause if the Design-Build Entity fails to promptly commence to cure such default and diligently prosecute such cure within thirty(30) days after notice from the City, or within such longer period of time as is reasonably necessary to complete such cure:

(a) The Design-Build Entity disregards Applicable Code Requirements.

(b) The Design-Build Entity persistently or materially fails to execute the work on the Project in accordance with the Contract Documents.

(c) The Design-Build Entity is in default of any other material obligation under the Contract Documents.

(d) The Design-Build Entity persistently or materially fails to comply with applicable safety requirements.

1422 Upon any of the occurrences referred to in Sections 14.2.1 and 14.2.2, the City may, at its election and by notice to the Design-Build Entity, terminate the Contract and take possession of the Project Site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by the Design-Build Entity; accept the assignment of any or all of the subcontracts; and then complete the Project by any method the City may deem expedient. If requested by the City, the Design-Build Entity shall remove any part or all of the Design-Build Entity's materials, supplies, equipment, tools, and construction equipment and machinery from the Project Site within seven (7) days of such request; and if the Design-Build Entity fails to do so, the City may remove or store, and after ninety (90) days sell, any of the same at the Design-Build Entity's expense.

1423 If the unpaid balance of the Guaranteed Maximum Price exceeds the cost of completing the Project, including all additional costs and expenses made necessary thereby, including costs for the City staff time, plus all Losses sustained, the lost CSI rebate, if applicable, such excess shall be paid to the Design-Build Entity. If such costs, expenses, Losses, and lost CSI rebate, exceed the unpaid balance of the Guaranteed Maximum Price, the Design-Build Entity shall pay such excess to the City.

1424 No termination or action taken by the City after termination shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents upon such termination; and the City may proceed against the Design-Build Entity to recover all Losses suffered by the City.

14.3 SUSPENSION BY THE CITY FOR CONVENIENCE

14.3.1 The City may, at any time and from time to time, without cause, order the Design-Build Entity, in writing, to suspend, delay, or interrupt the work on the Project in whole or in part for such period of time, up to ninety (90) days, as the City may determine, with such period of suspension to be computed from the Date of delivery of the written order. Such order shall be specifically identified as a "Suspension Order" under this Section 14.3. The work on the Project may be stopped for such further period as the Parties may agree. Upon receipt of a Suspension Order, the Design-Build Entity shall, at the City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the work covered by the Suspension Order during the period of work stoppage. Within ninety (90) days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by the Design-Build Entity and the City, the City shall either cancel the Suspension Order or delete the work covered by such Suspension Order by issuing a Change Order.

14.3.2 If a Suspension Order is canceled or expires, the Design-Build Entity shall continue with the work on the Project. A Change Order will be issued to cover any adjustments of the Guaranteed Maximum Price or the Guaranteed Completion Date necessarily caused by such suspension. Any Claim by the Design-Build Entity for an adjustment of the

Guaranteed Maximum Price or the Guaranteed Completion Date shall be made within twenty-one (21) days after the end of the work suspension. The Design-Build Entity agrees that submission of its claim within said twenty-one (21) days is an express condition precedent to its right to Arbitrate or Litigate such a claim.

14.3.3 The provisions of this Section 14.3 shall not apply if a Suspension Order is not issued by the City. A Suspension Order shall not be required to stop the work on the Project as permitted or required under any other provision of the Contract Documents.

14.4 TERMINATION BY THE CITY FOR CONVENIENCE

14.4.1 The City may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to the Design-Build Entity. Upon such termination, the Design-Build Entity agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Design-Build Entity, the City shall pay the Design-Build Entity in accordance with Section 14.4.4.

14.4.2 Upon receipt of notice of termination under this Section 14.4, the Design-Build Entity shall, unless the notice directs otherwise, do the following:

(a) Immediately discontinue the work on the Project to the extent specified in the notice.

(b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the work on the Project as is not discontinued.

(c) Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the work on the Project.

(d) Thereafter do only such work as may be necessary to preserve and protect work on the Project already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

14.4.3 Upon such termination, the obligations of the Contract shall continue as to portions of the work on the Project already performed and, subject to the Design-Build Entity's obligations under Section 14.4.2, as to bona fide obligations assumed by the Design-Build Entity prior to the Date of termination.

14.4.4 Upon such termination, the City shall pay to the Design-Build Entity the sum of the following:

(a) The amount of the Guaranteed Maximum Price allocable to the portion of the work on the Project properly performed by the Design-Build Entity as of the Date of termination, less sums previously paid to the Design-Build Entity.

(b) Plus previously unpaid costs of any items delivered to the Project

Site which were fabricated for subsequent incorporation in the work on the Project.

(c) Plus any proven Losses with respect to materials and equipment directly resulting from such termination.

(d) Plus reasonable demobilization costs.

(e) Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and Losses in connection with such termination.

14.4.5 The above payment shall be the sole and exclusive remedy to which the Design-Build Entity is entitled in the event of termination of the Contract by the City pursuant to Section 14.4; and the Design-Build Entity will be entitled to no other compensation or damages and expressly waives same.

ARTICLE 15 STATUTORY REQUIREMENTS

15.1 HOURS OF WORK

15.1.1 The Design-Build Entity and Subcontractors shall furnish sufficient forces to ensure the prosecution of the work on the Project in accordance with the Construction Schedule and in such a manner to allow for the full and adequate completion of the Project within the Guaranteed Completion Date.

15.1.2 Work on the Project shall be performed during regular working hours, except that in the event of an emergency or when required to complete the work on the Project in accordance with job progress, work may be performed outside of regular working hours with advance written notice to the City. Regular working hours shall be per local ordinance and shall not be changed except with consent of the City.

15.1.3 As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Design-Build Entity or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Design- Build Entity in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

15.1.4 If the City allows the Design-Build Entity to do work outside regular working hours for the Design-Build Entity's own convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Design-Build Entity by the City and deducted from the next Progress Payment.

15.1.5 If the Design-Build Entity elects to perform work outside the Inspector's regular working hours, costs of any inspections required outside regular working

hours shall be invoiced to the Design-Build Entity by the City and deducted from the next Progress Payment.

15.16 No work on the Project or other activities by or on behalf of the Design-Build Entity which presents a hazard or unreasonable disruption to the City's operations. The determination as to whether work on the Project or some other activity presents a hazard or constitutes an unreasonable disruption to the City's operations shall be made by and pursuant to the sole discretion of the City's representative. Neither the Design-Build Entity nor its subcontractors or anyone working on behalf of the Design-Build Entity or subcontractors shall be entitled to additional compensation or Guaranteed Completion Date for having to arrange their work schedule so as not to violate the provisions of this Section. The Design-Build Entity, subcontractors and persons working on behalf of the Design-Build Entity and subcontractors shall be expected to arrange such work and other activities in advance so as to avoid creating monetary or time impacts.

15.2 WAGE RATES, TRAVEL, AND SUBSISTENCE

15.21 The Design-Build Entity is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Sections 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, the Design-Build Entity agrees to fully comply with such Prevailing Wage Laws. The Design-Build Entity shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. The Design-Build Entity shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested Parties upon request, and shall post copies at the Design-Build Entity's principal place of business and at the Project Sites. The Design-Build Entity shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. As requested by City and as may be required by State law, Design-Build Entity shall prepare and provide to the City and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the City an accurate and certified payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

15.22 The Design-Build Entity shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Design-Build Entity or any Subcontractor and such workers.

15.23 The Design-Build Entity shall pay and shall cause to be paid to

each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

1524 If during the period this cost proposal is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

1525 Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

1526 Pursuant to Labor Code § 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code § 1773.8.

1527 The Design-Build Entity shall post at appropriate conspicuous points on the Project Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

1528 The Design-Build Entity, or any subcontractor working under the Design-Build Entity may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Design-Build Entity and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Design-Build Entity on the project shall be returned to the City. The Design-Build Entity shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

15.3 APPRENTICES

1531 All apprentices employed by the Design-Build Entity to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in § 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship Contracts under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice Contracts under which he or she is training.

1532 When the Design-Build Entity to whom the Contract is awarded

by the City, or any Subcontractor under him or her, in performing any of the work on the Project under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Design-Build Entity and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Project Site, for a certificate approving the Design-Build Entity or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject the Design-Build Entity or Subcontractor, shall arrange for the dispatch of apprentices to the Design-Build Entity or Subcontractor in order to comply with this Section. The Design-Build Entity and every Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Project Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. The Design-Build Entities or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this Section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

1533 Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the Project Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Design-Build Entity shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Design-Build Entity shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the Project Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

1534 The Design-Build Entity or Subcontractor, if he or she is covered by this Section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Design-Build Entity that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant

a certificate exempting the Design-Build Entity from the 1-to-5 hourly ratio as set forth in this Section. This Section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) Days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this Section.

(a) “Apprenticeable craft or trade” as used in this Section means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Design-Build Entity from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions is met:

(b) Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).

i. The number of apprentices in training in such area exceeds a ratio of 1-to-5.

ii. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.

iii. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

1535 When exemptions are granted to an organization which represents the Design-Build Entity in a specific trade from the 1-to-5 ratio on a local or statewide basis, the Design-Build Entity will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

15.4 THIRD-PARTY CLAIMS (PUB. CONTRACT CODE § 9201.)

The City will provide the Design-Build Entity with timely notice of any third party claim relating to the Contract for the Project. The City also retain full authority to compromise or otherwise settle any claim related to the Contract for the Project.

15.5 ANTI-TRUST CLAIM ASSIGNMENT (PUB. CONTRACT CODE §7103.5.)

1551 The City shall provide the Design-Build Entity with timely notification of the receipt of any third-party claim, relating to the Contract and the City is entitled to recover its reasonable costs incurred in providing such notification.

1552 At final payment, Design-Build Entity or Subcontractor must agree to assign awarding party all rights, title, and interest in and to all causes of action it 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 public works contract or the subcontract.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 GOVERNING LAW

16.1.1 This Contract shall be governed by the laws of the State of California, venue shall be in Sonoma County, California.

16.2 WAIVER

16.2.1 A waiver of, or failure by, the City or the City's Representative to enforce any requirement in the Contract Documents, including, but not limited to, the Contract requirements relating to Change Orders, Delays, and/or Claims, shall not constitute a waiver of, and shall not preclude the City or the City's Representative from enforcing such requirements with regard to other Contract requirement, including, but not limited to, the Contract requirements relating to other Change Orders, Delays, and/or Claims,

16.3 SUCCESSORS AND ASSIGNS

16.3.1 The City and the Design-Build Entity respectively bind themselves and their successors, permitted assigns, and legal representatives to the other Party and to the successors, permitted assigns, and legal representatives of such other Party in respect to covenants, Contracts, and obligations contained in the Contract Documents. Neither Party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other Party. Notwithstanding any such assignment, each of the original contracting Parties shall remain legally responsible for all of its obligations under the Contract.

16.4 RIGHTS AND REMEDIES

16.4.1 All the City's rights and remedies under the Contract Documents will be cumulative and in addition to, and not in limitation of, all other rights and remedies of the City under the Contract Documents or otherwise available at law or in equity.

16.4.2 No action or failure to act by the City or the City's Representative will constitute a waiver of a right afforded them under the Contract, nor will such action

or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by the City or the City's Representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

16.4.3 No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the City, the City's Representative, or the Design-Build Entity.

16.5 SURVIVAL

16.5.1 The provisions of the Contract which by their nature survive termination of the Contract or Final Completion, including all warranties, indemnities, payment obligations, and the City's right to audit the Design-Build Entity's books and records, shall remain in full force and effect after Final Completion or any termination of the Contract.

16.6 COMPLETE CONTRACT

16.6.1 The Contract Documents constitute the full and complete understanding of the Parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both Parties or as provided in Section 4.2.

16.7 SEVERABILITY OF PROVISIONS

16.7.1 If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

16.8 RIGHT TO AUDIT

16.8.1 The City shall have access to and the right to audit the Design-Build Entity's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to this Project ("Records") as provided for by applicable law. Design-Build Entity shall retain and maintain its Records in accordance with applicable law.

16.9 NOTICES

16.9.1 Except as otherwise provided, all notices, requests, demands, and other communications to be given under the Contract Documents shall be in writing and shall be transmitted by one of the following methods:

- (a) Personally delivered.
- (b) Sent by telecopy where receipt is confirmed.

- (c) Sent by courier where receipt is confirmed.
- (d) Sent by registered or certified mail, postage prepaid, return receipt requested.

16.9.2 Such notices and other communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the Date shown on the return receipt or the Date delivery during normal business hours was attempted. Such notices and communications shall be given at the respective street addresses set forth in the Contract. Such street addresses may be changed by notice given in accordance with this Section 16.9.

16.10 TIME OF THE ESSENCE

16.10.1 Time limits stated in the Contract Documents are of the essence of the Contract.

16.11 STATUTORY LIMITATION

16.11.1 Commencement of statutory limitation periods and statute of repose periods shall be as follows:

(a) As to acts or failures to act occurring prior to Final Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Final Completion.

16.11.2 As to acts or failures to act occurring after the Date of Final Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the Date of any act or failure to act by the Design-Build Entity pursuant to any applicable warranty, the Date of any correction of work on the Project or failure to correct work by the Design-Build Entity, or the Date of actual commission of any other act or failure to perform any duty or obligation by the Design-Build Entity or the City, whichever occurs last.

(a) The time period for the applicable Statute of Repose shall commence to run at Final Completion of the Project.

16.12 CORRECTION OF ERRORS AND OMISSIONS

16.12.1 The Design-Build Entity agrees to correct any error or omission in the Construction Documents or Contract Documents at no additional cost to City.

16.13 INTERPRETATION

16.13.1 This Contract shall not be construed in favor of or against any Party, but shall be construed as if all Parties prepared this Contract.



BID PROPOSAL (COPY)

Project
Design/Build Solar for City Parking
Garages

Prepared For
The City of Santa Rosa

Submitted By
Sprig Electric

Sprig Electric designs, builds and services electrical and low voltage systems. Our portfolio includes commercial, life-science, high tech, data center, healthcare, institutional, retail, hospitality, manufacturing, site development, residential, alternative energy and energy audit/efficiency projects.

Sprig Electric is predominantly a design/build, specialty contractor. A great deal of our work is negotiated with repeat customers who have relied on Sprig Electric for decades.

CORPORATE
1860 S. 10th Street
San Jose, CA 95112
408-298-3134 Phone
408-298-2132 Fax

SAN FRANCISCO
65 Oak Grove Street
San Francisco, CA 94107
415-536-7848 Phone
415-536-3257 Fax

EAST BAY
6256 Preston Avenue
Livermore, CA 94551
925-371-0387 Phone
925-371-0389 Fax

Sprig Electric

Proud Member
of the

 **Electric**
Roundtable

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- 1. Section 1: Brief Company Profile**
- 2. Section 2: Qualifications**
- 3. Section 3: Work Description, Work Plan or Proposal**
- 4. Section 4: Project Schedule**
- 5. Section 5: Proposal Exceptions**
- 6. Section 6: Exhibit 1 Forms & Executed Addendums**
- 7. Section 7: Signature Authority**



CORPORATE
14414 14th Street
San Diego, CA 92132
Tel: 619 249-9114
Fax: 619 249-2142

SAN FRANCISCO
1850 Mission Street
San Francisco, CA 94133
Tel: 415 336-7848
Fax: 415 336-3287

EAST BAY
1990 Proshut Avenue
Fremont, CA 94537
Tel: 425 374-1188
Fax: 425 374-1189



Sprig Facts



Business Entity: Corporation

Year Founded: 1970

Officers: Pepper Snyder, President / CEO
 Michael Jurewicz, COO
 Rick Clinton, Vice President
 Mike Glogovac, Vice President
 Hossein Tofangसान, Vice President
 Clint Ramsey, CFO

CA Contractors License: 296728 B & C10
NV Contractors License: 57803 C2

Union Affiliation: International Brotherhood of Electrical Workers (IBEW)

Current Sales: \$225,000,000.00 (Fiscal Year Forecast- 4/2015 - 3/2016)
 \$175M Electrical, \$30M Data, & \$20M Service

Growth / Projection: Prior 12 Years (\$27M, \$45M, \$64M, \$79M, \$108M, \$78M, \$102M, \$117M, \$135M, \$144M, \$141M & \$206M)
 Next 5 Years (\$250M, \$275M, \$305M, \$335M, \$375M)

Backlog: \$235,000,000.00 (Through 2017)

Primary Emphasis: Design-Build, Negotiated, Select Bid List

Union Electricians: 500 - 650

Santa Clara County	300 - 400	San Francisco County	100 - 150
Alameda County	40 - 75	Data	50 - 100
San Mateo County	100 - 150	Service	30 - 50
Others (see below)	50 - 70		

(Others = Contra Costa, Santa Cruz, San Diego, Sacramento, Salt Lake City, Phoenix, Las Vegas, Chicago, Connecticut, Canada, Brazil, etc.)

Sprig Office Employees: 185 (65 DJE)

Executive Management	12	Other Support (Job Cost + OH)	44
Superintendents	7	Engineering / Project Planning	49
Project Managers	38	Estimating	14
Project Engineers	21		



www.sprigelectric.com

CORPORATE
 2000 S. 10th Street
 San Jose, CA 95128
 Tel: 408.298.5500
 Fax: 408.298.5505

SAN FRANCISCO
 2575A Camino Arroyo
 San Francisco, CA 94134
 Tel: 415.778.7000
 Fax: 415.778.7007

EAST BAY
 1025 California Avenue
 Fremont, CA 94539
 Tel: 925.478.0000
 Fax: 925.478.0000



Spring Facts



Sustainable / Green Initiatives:

- IPD / BIM / Design / Build (Incorporate Energy Efficient Solutions)
- LEED (18 on Staff)
- LEAN (Pre-Fab Implemented, Office / Jobsite Process Development)
- Solar, Fuel Cell and Storage Battery Installing Contractor / Energy Audit Contractor
- EV Charging Installer
- Santa Clara County Green Business
- Six-Sigma Certified (2 on Staff)
- Title 24 – Acceptance Test Technician Certified Provider

On-going / Recently Completed Projects:

Samsung US HQ	\$ 59M	UC San Diego	\$ 6M
Gilead	\$ 54M	Race Street Apartments	\$ 6M
Apple Off Campus	\$ 54M	Atria	\$ 6M
Apple Main Campus	\$ 42M	101 Polk Street	\$ 6M
Solyndra Fab 1 & Fit Up	\$ 35M	El Camino Hospital BHS	\$ 6M
Franklin Templeton Data Center	\$ 31M	Stanford McMurtry	\$ 6M
Transbay 9	\$ 27M	1401 Mission Street, SF	\$ 4M
LinkedIn	\$ 26M	Digital Realty Data Center	\$ 4M
Amazon – Lab 126	\$ 20M	690 Middlefield	\$ 4M
VM Ware	\$ 19M	Micron Technology	\$ 4M
Sunnyvale Town Center	\$ 17M	Intel D2	\$ 4M
801 Brannan, SF	\$ 17M	Motorola Mobility	\$ 4M
Transbay 6	\$ 16M	Apple Alives	\$ 4M
Village at San Antonio	\$ 16M	Barnes & Noble	\$ 4M
eBay Building 17	\$ 15M	Stanford GSB	\$ 4M
SanDisk Milpitas	\$ 15M	University Plaza	\$ 4M
3333 Scott	\$ 15M	Softbank CS1 & CS2	\$ 3M
Stanford Bio / Eng.	\$ 13M	Good Samaritan Generator Repl.	\$ 3M
Rosewood Sand Hill Hotel	\$ 12M	Stanford NDCCH	\$ 3M
Terremark Data Center	\$ 12M	1800 Van Ness, SF	\$ 3M
Stanford SLAC Data Center	\$ 12M	Apple HW01	\$ 3M
Silevo	\$ 12M	Synaptics	\$ 3M
Fujitsu Data Center	\$ 11M	Walmart.com	\$ 3M
SCU Library / School of Business	\$ 11M	Stanford Forsythe Data Center	\$ 3M
Google Quad	\$ 11M	Samsung RC PV Systems	\$ 3M
HP Building 4	\$ 10M	Intuitive Surgical Inc., - PV	\$ 1M
UCSC McHenry & Cowell	\$ 10M	Confidential BAS (Low Voltage only)	\$17M
Network Appliance	\$ 10M	eBay Topaz (Low Voltage only)	\$11M
LAM Research Bldg. 3E	\$ 10M	Franklin Templeton (Low Voltage only)	\$ 6M
Maxim Headquarters	\$ 8M	Sun Microsystems (Low Voltage only)	\$ 6M
Microsoft Moffett Towers	\$ 8M	Google (Low Voltage only)	\$ 3M
San Jose Earthquakes Stadium	\$ 8M	VM Ware (Low Voltage only)	\$ 3M
Symantec	\$ 8M	eBay Building 17 (Low Voltage only)	\$ 2M
Rakuten	\$ 7M	Salesforce (Low Voltage only)	\$ 2M

Select New & Existing Customers:

Alcatel, Amazon, Apple, Aruba, BAIS, Cisco, Data Pipe, Digital Realty Trust, eBay, Ericsson, Facebook, Fuel Cell Energy, Fujitsu, Gilead, Google, HP, Intel, LAM, LinkedIn, Lockheed, Micron, Microsoft, Motorola, PWC, PG & E, Rakuten, Samsung, SanDisk, Santa Clara University, Silevo, Stanford, SunPower, Symantec, Terramark, TSMC, Varian and Walmart.com.



CORPORATE
 1700 S. Bascom Avenue
 Suite 100, San Jose, CA 95128
 Tel: 408.298.1111
 Fax: 408.298.1122

SAN FRANCISCO
 450 Market Street, Suite 100
 San Francisco, CA 94102
 Tel: 415.774.7141
 Fax: 415.774.7142

EAST BAY
 2500 Alameda Avenue
 Emeryville, CA 94608
 Tel: 925.763.7141
 Fax: 925.763.7142





CA LICENSE NO. 296728-C10
NV LICENSE NO. 58703

Corporate
1860 S. 10th Street
San Jose, CA 95112
Tel: 408-298-3134
Fax: 408-298-2132

San Francisco
65 Oak Grove Street
San Francisco, CA 94107
Tel: 415-536-7848
Fax: 415-536-3257

East Bay
6256 Preston Avenue
Livermore, CA 94551
Tel: 925-371-0387
Fax: 925-371-0389

www.springelectric.com

CREDIT INFORMATION

INCORPORATED: March 26, 1973
State of California
No. 0677360

FEDERAL ID: 94-2217239

CONTRACTORS LIC NO: 296728, class B and class C-10

PRESIDENT: Medford (Pepper) Snyder

BANK REFERENCE: Heritage Bank of Commerce
150 Almaden Boulevard
San Jose, CA 95113
Main: (408) 947-6900
Fax: (408) 947-6910
Direct: (408) 494-4555
Contact: Denley Springfield
Account No. 001567437
Established in April 2000

ACCOUNTING FIRM: Petrinovich Pugh & Company, LLP
333 W. Santa Clara St., Ste 830
San Jose, CA 95113
Phone: (408) 287-7911
Fax: (408) 297-7836
Contact: Edward Davis, CPA

BONDING FIRM: Arthur J. Gallagher Risk Management Services
One Almaden Boulevard, Suite 960
San Jose, CA 95113
Phone: (408) 973-9500
Fax: (408) 257-2985
Contact: Frank Cook

CREDIT REFERENCES: Gexpro
2099 S. State College Boulevard, Ste. 200
Anaheim, CA 92806
Phone: (714) 712-8545
Fax: (714) 712-8543
Contact: Irv Fietz
Email: irv.fietz@gexpro.com

Electrical Distributors
1135 Auzerais Street
San Jose, CA 95126
Phone: (408) 293-5818, x-256
Fax: (408) 287-7620
Contact: Gleb Finkelman
Email: ginkelman@electdist.com

CED / Royal Wholesale
1103 Montaque Expy
Martinez, CA 94535
Phone: (925) 280-8343
Fax: (925) 280-9683
Contact: Aaron Veuve
Email: aveuve@cedwcn.com

Independent Electric Supply
1390 Bayport Avenue
San Carlos, CA 94070
Phone: (650) 508-4255, x-4455
Fax: (650) 594-1637
Contact: John Kershner
Email: john.kershner@iesupply.com



THE GUARANTEE COMPANY OF NORTH AMERICA USA

25800 Northwestern Highway, Suite 720

Southfield, Michigan 48075

June 4, 2015

RE: **Sprig Electric Co.**

To Whom It May Concern,

Sprig Electric Co. is a highly regarded and valued client of The Guarantee Company of North America USA. The single bonding capacity of **Sprig Electric Co.** is in excess of \$50,000,000.00 and their total bonding capacity is in excess of \$100,000,000.00, which is all currently available.

Sprig Electric Co. bond rates are as follows: first \$500,000 at \$12.00 per thousand, next \$2,000,000 at \$8.00 per thousand, next \$2,500,000 at \$7.00 per thousand, next \$2,500,000 at \$6.50 per thousand, and over \$7,500,000 at \$6.00 per thousand.

The Guarantee Company of North America USA is admitted in the State of Michigan and authorized to issue surety bonds in the state of California and has an A.M. Best Rating of A VIII. The Guarantee Company of North America USA is listed in the current edition of the Federal Register.

The agent for **Sprig Electric Co.** is Arthur J. Gallagher & Co., located at One Almaden Blvd., Suite 960, San Jose, CA 95113. They can be reached by telephone at (408) 973-9500.

We would favorably consider a request from **Sprig Electric Co.** to provide the bid, performance or payment bonds that might be required. Approval would be conditioned upon acceptable underwriting considerations, such as: contract terms, bond forms, confirmation of satisfactory financing, and a favorable review of current underwriting information at the time of the request for the bond(s).

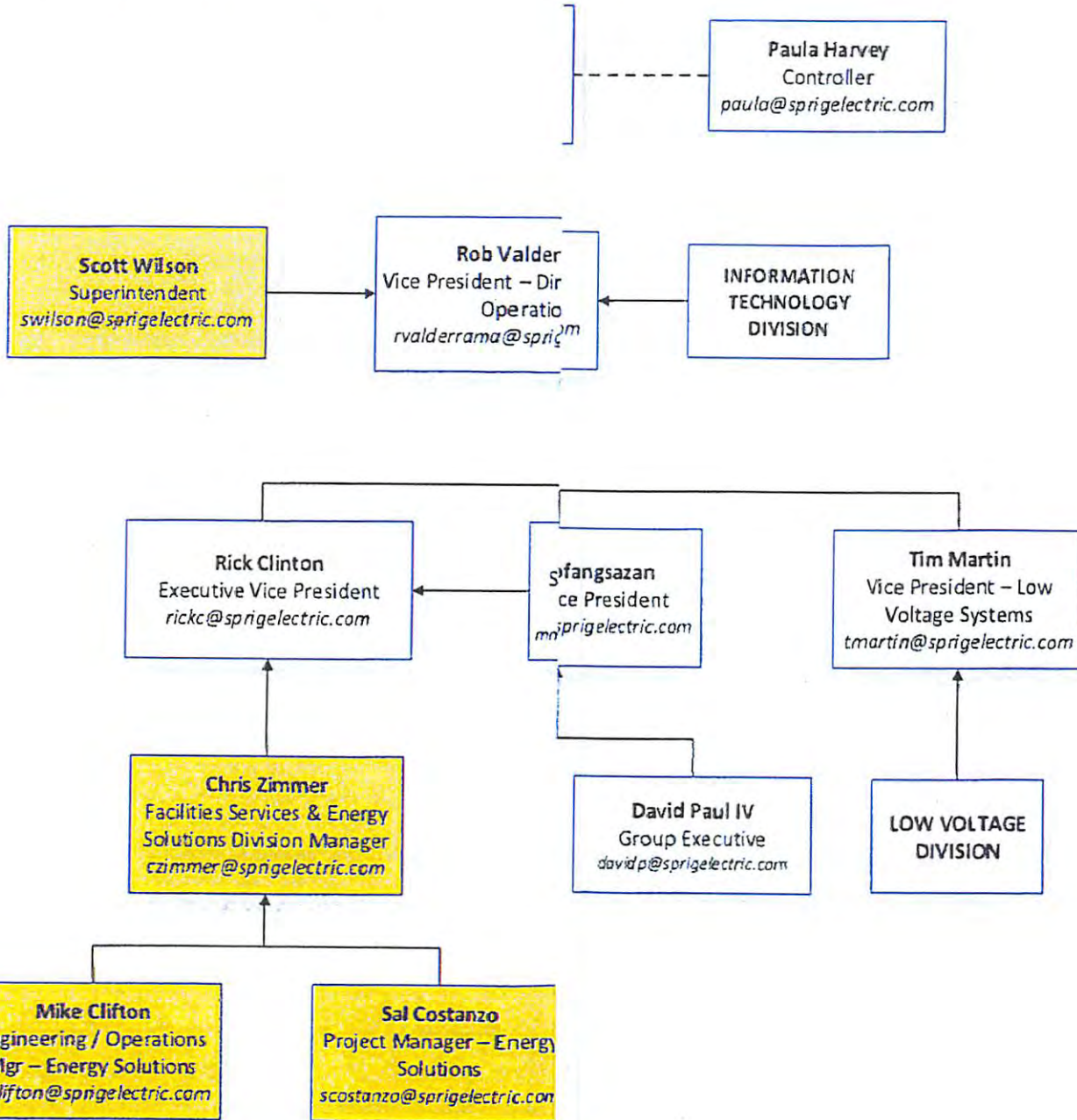
This letter is not an assumption of liability, nor is it a bid bond or a performance bond. This letter is issued only as a bonding reference requested by our client. If you have any questions, please feel free to give me a call.

Sincerely,

A handwritten signature in blue ink that reads "Danijela Mosunic". The signature is fluid and cursive.

Danijela Mosunic
Attorney-in-Fact

DM/sml





SCOTT WILSON



SUPERINTENDENT

Highly motivated field professional with over 20 years of experience in construction, project management, engineering and business management. Exceptional strengths in organization, project execution, leadership, problem solving and team building. Effective interpersonal, communications and conflict-management abilities.

Core Competencies:

- On-Site Management
- Cost Control
- Safety Management
- Constructability / Procurement Process
- Relationship Management
- Value Engineering
- Design-Build
- Quality Assurance
- Customer Service

Education / Professional Certifications:

- OSHA 30
- NFPA 70E

PROJECT ROLE

Scott has been selected for this project because of his effective management techniques, extensive knowledge and performance record. The Superintendent will be the field operations leader of all resources for this project. The Superintendent position will manage and control this project, including overseeing field operations, site safety, productivity, schedule, quality work, and trade contractor and supplier coordination. The Superintendent will work in conjunction with the Project Manager leading the project team. The Superintendent will maintain overall responsibility for scheduling, lead organization and planning efforts, lead pre-fabrication coordination efforts and resource planning, control and monitor manpower allocation and coordination, and direct site logistics. While working on this project, the Superintendent will strive to maintain a culture consistent with Sprig Electric's core values.

Sprig Electric has completed work for the following companies:

- BART PV - Fremont, CA
- Brentwood Aquatic Park PV - Brentwood, CA
- Brentwood Police Department PV - Brentwood, CA
- Conco PV - Benicia, CA
- Intuitive Surgical PV - Sunnyvale, CA
- Sheetmetal Workers Apprenticeship Facility PV - Fairfield, CA
- ISE PV - Fremont, CA
- Samsung RCPV - Mountain View, CA
- San Jose Earthquakes PV - San Jose, CA
- TVHC - San Leandro, CA
- SunPower HQ PV - San Jose, CA
- Sprig Electric HQ PV/Battery Storage - San Jose, CA



MICHAEL CLIFTON



ENGINEERING & OPERATIONS MANAGER – ENERGY SOLUTIONS

Highly motivated energy solutions project manager with over 30 years of experience in construction, project management, engineering and business management. Exceptional strengths in organization, project execution, leadership, problem solving, team building, budget-management and negotiation skills. Effective interpersonal, communications and conflict-management abilities.

Core Competencies:

- Pre-Construction
- Financial Oversight
- Safety Management
- Constructability / Procurement Process
- Relationship Management
- Value Engineering
- Design-Build
- Contract Negotiation
- Estimating

Education / Professional Certifications:

- NABCEP Certified PV Installer

PROJECT ROLE

Michael has been selected for this project because of his effective management skills, extensive knowledge and performance record. You can look to our Energy Solutions Project Manager as your primary contact. His collaboration with preconstruction and field personnel will provide you assurance that the electrical design/assist preconstruction effort will not only meet functional expectations and perform to the established criteria, but also that the project will be completed on time and within budget. Michael will communicate directly with all construction entities to monitor any issues related to the project and will delegate responsibilities to members of the design team as required. He will attend all design/coordination meetings and coordinate directly with the General Superintendent and site Foreman. Michael will manage internal communications and track milestones for all aspects of the project and will report directly to the Vice President.

Sprig Electric has completed work for the following companies:

- Apple - Cupertino, CA
- Cisco - San Jose, CA
- eBay - CA, Nevada, Utah & Arizona
- Facebook - Menlo Park, CA
- Franklin Templeton - Rancho Cordova, CA
- Google - Mountain View, CA
- Hewlett Packard - Palo Alto, CA
- Intel - Santa Clara, CA
- Kaiser Permanente - San Jose & Santa Clara, CA
- LinkedIn - Sunnyvale, CA
- Microsoft - Sunnyvale, CA
- Samsung - San Jose, CA
- SanDisk - Milpitas, CA
- Stanford University - Stanford, CA



SAL COSTANZO



ENERGY SOLUTIONS PROJECT MANAGER

Highly motivated energy solutions project manager with over 14 years of experience in construction, project management, engineering and business management. Exceptional strengths in organization, project execution, leadership, problem solving, team building, budget-management and negotiation skills. Effective interpersonal, communications and conflict-management abilities.

Core Competencies:

- Pre-Construction
- Financial Oversight
- Safety Management
- Constructability / Procurement Process
- Relationship Management
- Value Engineering
- Design-Build
- Contract Negotiation
- Estimating

Education / Professional Certifications:


- OSHA 10/30
- First Aid & CPR

PROJECT ROLE

Sal has been selected for this project because of his effective management skills, extensive knowledge and performance record. You can look to our Energy Solutions Project Manager as your primary contact. His collaboration with preconstruction and field personnel will provide you assurance that the electrical design/assist preconstruction effort will not only meet functional expectations and perform to the established criteria, but also that the project will be completed on time and within budget. Sal will communicate directly with all construction entities to monitor any issues related to the project and will delegate responsibilities to members of the design team as required. He will attend all design/coordination meetings and coordinate directly with the General Superintendent and site Foreman. Sal will manage internal communications and track milestones for all aspects of the project and will report directly to the Energy Solutions Engineering and Operations Manager.

Sprig Electric has successfully completed work for the following companies:

- BART PV - Fremont, CA
- Conco PV - Benicia, CA
- Brentwood Aquatic Park PV - Brentwood, CA
- Brentwood Police Department PV - Brentwood, CA
- Sprig Electric HQ PV/Battery Storage - San Jose, CA
- Jessica McClintock - San Francisco, CA
- TVHC PV - San Leandro, CA
- Gabilian - Salinas, CA
- Target PV - San Jose, CA
- San Jose Earthquakes Stadium PV - San Jose, CA

A State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE 
296728 CORP
SPRIG ELECTRIC CO

C13 B

04/30/2017

www.cslb.ca.gov



STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

SPRIG ELECTRIC CO

License Number 296728

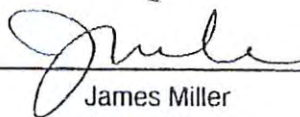
to engage in the business or act in the capacity of a contractor
in the following classification(s):

C10 - ELECTRICAL
B - GENERAL BUILDING CONTRACTOR

Witness my hand and seal this day,

July 26, 2011

Issued July 26, 1974



James Miller
Board Chair



Stephen P. Sands
Registrar of Contractors

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

Methodology



Sprig Electric is proficient at Engineering, Procuring and Construction projects like the proposed solar project for the City of Santa Rosa.

Please review Section 3 for our full work description and plan.
We have completed many projects at operating facilities with as little disruption as possible.

Our methodology behind doing this includes:

1. Completing Interconnecting during a weekend or off peak hours
2. Design and installation per current code requirements, regulations and standards
3. Safety first using our planned safety approach (refer to Safety/Quality Assurance attachment)
4. Traffic control & barricades
5. Phasing of the project to keep construction areas confined and safe as well as allowing normal operations of the facility with low disruption
6. Phasing to keep as much parking as possible

The documents that follow include a full range of services and capabilities our Energy Solutions Division offers.



CORPORATE
1074 S. Hill Street
Suite 1001, AMB12
San Francisco, CA 94107
Tel: 415 774 7545
Fax: 415 774 7527

SAN FRANCISCO
3074 Castro Street
San Francisco, CA 94118
Tel: 415 774 7545
Fax: 415 774 7527

EAST BAY
1215 Powell Avenue
Suite 100, AMB331
San Francisco, CA 94133
Tel: 415 774 7545
Fax: 415 774 7527



Energy Solutions - Services



Services

Beginning with a detailed evaluation of your specific energy needs through to design, construction, installation and maintenance, Sprig Electric provides the expertise to deliver the optimal PV system to suit your needs. Our extensive process includes:



- **Analysis**
Comprehensive review of current, future and seasonal energy use, evaluation of ROI and financial returns. Onsite assessment of location and installation options.
- **Design**
Results of the analysis, combined with Sprig Electric's energy expertise result in the design of a PV system that best meets your needs.
- **Procurement**
With access to state-of-the-art equipment and components from trusted vendors, Sprig Electric procures the best products to serve each customer's unique solar system needs.
- **Manage**
Sprig Electric Project Managers direct the complete process from design through to commissioning and training, and facilitate communication with all parties, assuring on-time delivery.
- **Construction**
Pre-assembly in Sprig Electric's Prefabrication facility streamlines on-site installation. Sprig Electric crews execute all plans to meet all specifications, codes and site requirements.
- **Safety**
Sprig Electric's safety program yields the top safety ratings in the industry, and assures you that the best risk management practices are always in place.

Sprig Electric
www.sprigelectric.com

CORPORATE
1800 S. 10th Street
San Jose, CA 95128
Tel: 408.266.3130
Fax: 408.266.3131

SAN FRANCISCO
1700 Larkin Street
San Francisco, CA 94109
Tel: 415.398.5100
Fax: 415.398.5100

EAST BAY
2100 Folsom Avenue
Emeryville, CA 94608
Tel: 415.436.1100
Fax: 415.436.1100



Energy Solutions - Services



- **Commission**
Our proprietary start-up process tests and documents all systems to assure performance meets all standards and specifications.
- **Training**
Comprehensive training your company and its designees includes a PV System Manual for Operation and Maintenance and all critical information on function and equipment.
- **Interconnection**
Interconnection of the PV System to utility grid per all requirements, electrical codes and site hardware requirements. Sprig Electric acts as liaison to the utility company.
- **Monitoring**
System performance monitored via an online dashboard that includes long-term energy savings, daily and hourly performance logs and environmental benefits.
- **Maintenance**
PV systems require little maintenance, yet to ensure long life, we provide scheduled or on-call maintenance programs.
- **Warranty**
In addition to Sprig Electric's installation warranty, solar modules have a 25-year warranty, while inverters carry a 10-year warranty with the option to extend another 10 years.



CORPORATE
19499 14th Street
San Diego, CA 92127
Tel: 619-298-3134
Fax: 619-298-2117

SAN FRANCISCO
1145 Larkin Street
San Francisco, CA 94109
Tel: 415-774-7243
Fax: 415-376-3247

EAST BAY
2900 Redwood Avenue
Berkeley, CA 94705
Tel: 925-877-6287
Fax: 925-877-6288



Energy Solutions - Installation Types



Installation Types

Sprig's PV system experts understand all types of solar installations, assuring that we deliver the best solution for your needs. Whether we are working with an existing roof or navigating environmental regulations surrounding a ground installation, we have the expertise to place your system in the most efficient location to optimize its output of energy.

View a variety of our installations in our Portfolio. These include:

- Alternative Energy Battery Storage Systems
- Ballast Mounts
- Canopy / Carport Mounts
- Fuel Cells
- Ground Mounts
- Standing Seam Roofs
- Rooftop Mounts



Sprig Electric
www.sprigelectric.com

CORPORATE
10000 - 10000 Street
San Francisco, CA 94107
Tel: 415 341 3134
Fax: 415 341 3132

SAN FRANCISCO
10000 - 10000 Street
San Francisco, CA 94107
Tel: 415 341 3134
Fax: 415 341 3132

EAST BAY
10000 - 10000 Street
San Francisco, CA 94107
Tel: 415 341 3134
Fax: 415 341 3132

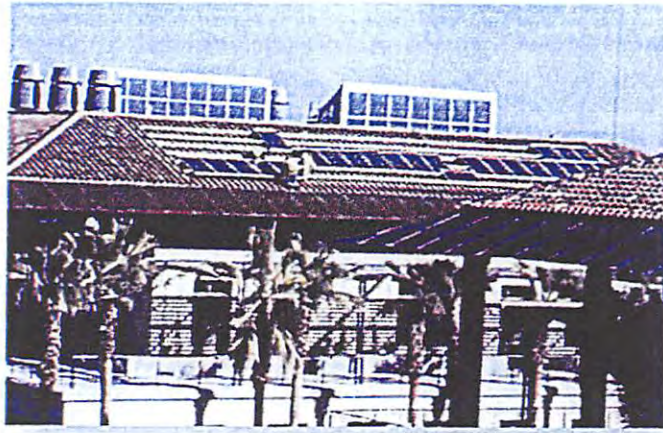


Energy Solutions - *What We Offer*



PV Systems for Business, Education and Government

Sprig Electric is a premier provider of solar power systems for businesses, campuses, government and high-end residential. Forty years ago, our founder established Sprig Electric's commitment to conservation and sustainability by naming the company after a Sprig, a sleek, swift species of duck, because of his passion for wetlands preservation. Today, our engineers and designers bring that same passion for sustainable energy to providing solar solutions that benefit both the environment and your bottom line.



What We Offer

Sprig Electric's state-of-the art PV systems are designed to fit your specific requirements. Our knowledgeable and experienced team delivers turnkey systems. Whether you want to be involved in the details of planning and installation, or prefer the system delivered without taking you away from your business routine, Sprig Electric communicates clearly, on time and delivers beyond expectations.

Expertise

The Sprig Electric team is comprised of NABCEP certified designers, professional engineers and expert electricians with many years of experience of providing energy solutions. We carefully analyze each aspect your energy needs to provide the best solution for your unique situation.



CORPORATE
800-438-4444
415-371-4337
415-371-4337
415-371-4337

SAN FRANCISCO
1514 12th St. Ste 200
San Francisco, CA 94107
Tel: 415-371-4337
Tel: 415-371-4337

EAST BAY
1270 Chestnut Avenue
Berkeley, CA 94707
Tel: 415-371-4337
Tel: 415-371-4337

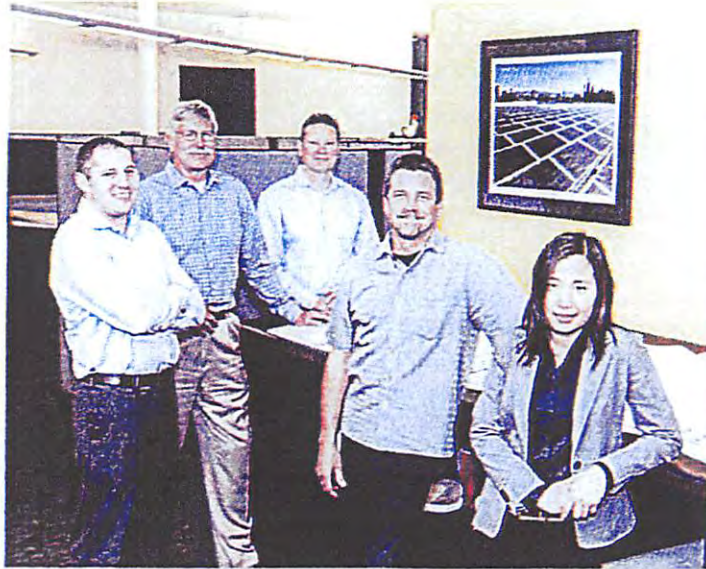


Energy Solutions - What We Offer



Trust

Sprig Electric has been servicing our customers and products for more than 40 years. The majority of our new PV system business comes from customers who refer us after experiencing our exceptional service and expertise.



Sprig Electric
www.sprigelectric.com

CORPORATE
10000 10th Avenue
San Diego, CA 92121
Tel: 619.591.1134
Fax: 619.591.0130

SAN FRANCISCO
1000 10th Avenue
San Francisco, CA 94107
Tel: 415.771.7115
Fax: 415.771.7117

EAST BAY
1000 10th Avenue
San Francisco, CA 94107
Tel: 415.771.7115
Fax: 415.771.7117



Building Information Modeling



Sprig Electric has been participating in BIM coordination on various projects since 2005. Our BIM staff is well versed in "Big Room" coordination and clash detection on projects of all sizes and types. Our internal 3D design protocol ensures that we create and coordinate our work within the project model prior to coordination with other trades. This provides efficiency in resolving clash detection in the big room scenario and tends to consolidate the schedule for completing coordination.

Sprig Electric's BIM staff is well versed in the use of AutoCAD MEP 2015 and REVIT 2015 as a base platform for 3D design. We currently utilize numerous file transfer protocols and formats for cross coordination between other trades and the project model including:

- Share File Sites
- AutoCAD Drawing Files
- AutoCAD to Revit Conversion PDF to CAD Conversion
- DWF Files
- Navisworks (nwd Files)
- Navisworks (nwc Files)
- Total Station (Trimble) utilizing Point Creator for field layout

Sprig Electric's typical BIM process begins with construction of 3D models of project specific components such as lighting, cable tray, sleeves, j-hangers, panel boards, switchgear, and transformers. Sprig Electric models to levels of development as pre-determined by the Owner/Design team. Models are then utilized for clash detection ensuring conflict free construction. Additionally, models are used for information by which we pre-fabricate construction components for efficiency.



Sprig Electric
 1000 14th Street
 San Francisco, CA 94107
 Tel: 415 397-7448
 Fax: 415 397-7449
www.sprigelectric.com

CORPORATE
 1000 14th Street
 San Francisco, CA 94107
 Tel: 415 397-7448
 Fax: 415 397-7449

SAN FRANCISCO
 1000 14th Street
 San Francisco, CA 94107
 Tel: 415 397-7448
 Fax: 415 397-7449

EAST BAY
 1000 14th Street
 San Francisco, CA 94107
 Tel: 415 397-7448
 Fax: 415 397-7449



Design-Build Engineering



Sprig Electric's engineering staff is cross trained in multiple design applications and can provide all of the necessary services to complete design and construction documentation. From project budget analysis and schematic design presentations, to design development, permit, and construction drawings which communicate clear and concise design intent and scope.

Our engineering services include:

- Power Distribution Design
- Load Calculations
- Power Monitoring, Interpretation, Assessment and Analysis
- System Short Circuit and Circuit Breaker Coordination Analysis
- Lighting Design
- Photometric Calculations
- T24 Energy Calculations
- L.E.E.D. Conformance and Documentation
- Controls Integration
- Basis of Design Documentation
- Sequence of Operation Documentation
- Specification Development
- Code Review and Interpretation
- Startup and Commissioning Services
- Existing Systems Field Verification
- Project Record Documentation
- Building Information Modeling
- Trade Clash Detection and Avoidance



The design standards that govern the engineering process at Sprig Electric provide quality documentation for our clients, field personnel, and estimating department. Sprig Electric has developed and maintains a complete and comprehensive CAD standards program utilizing standard symbology, calculations, schedules, project checklist, and quality control.

Our design protocol includes initial review with our estimating department, so the design aligns with the initial intent of the project estimate. We perform multiple progress design reviews with the Project Manager, incorporating ever changing project requirements and adjustments to scope or schedule. In addition, designs are reviewed by the Sprig Electric pre-fabrication department for those opportunities that can be pre-assembled in house, and by the lead field Superintendents for constructability. Finally the design is reviewed for adherence to current standards and for quality control purposes. The end product is a well-engineered, coordinated, quality set of permit/construction drawings that meet and exceed our client's expectations, within the estimated project budget and the client's parameters.



CORPORATE
 15000 10th Street
 Emeryville, CA 94608
 Tel: 415-251-1124
 Fax: 415-251-1132

SAN FRANCISCO
 15000 10th Street
 Emeryville, CA 94608
 Tel: 415-251-1124
 Fax: 415-251-1132

EAST BAY
 15000 10th Street
 Emeryville, CA 94608
 Tel: 415-251-1124
 Fax: 415-251-1132



Prefabrication



Sprig Electric's 20,000 sq. ft. Prefab and Packaging Facility allows us to be an industry leader as well a leader in customer satisfaction. All electrical projects are considered in a detailed prefab and packaging design process that combines the expertise of the Project Manager, Field Supervisor, Project Planning Superintendent and Prefab Superintendent who partner together to create the ideas and solutions that Sprig consistently delivers.

Using LEAN manufacturing principles, Sprig Electric realizes the most efficient, safest, highest quality and seamless electrical installations possible. Materials are chosen carefully, and assemblies are designed, built and packaged in our facility, ready for installation long before they could be completed at the project site.

Pre Fab 3

The Low Voltage Division also utilizes the facility to reduce costs, improve quality and ensure that customer schedules are met. In a typical project, the low voltage installation is scheduled at the end of the construction phase. As such, the low voltage installation becomes the critical path for a successful project completion.

By using our Prefabrication Facility, Sprig Electric's Electrical & Low Voltage divisions are able to reduce schedules dramatically.

Coordination on the job site is a complex and extensive process. Reducing the amount of space required at the site through the use of Prefab, coordination challenges between trades are minimized. Additionally, the controlled environment offered by the prefabrication facility allows Sprig Electric to ensure the highest level of quality control.

Prefab also benefits projects by minimizing jobsite personnel, tools, materials, and waste. Prefab recycles all excess waste materials. The Sprig Electric Prefabrication and Packaging process enable Sprig Electric to meet customer schedules, logistics and challenges that are part of today's construction industry.



Sprig Electric
 10000 Sprig Electric Way
 San Francisco, CA 94132
 Tel: 415 245 3131
 Fax: 415 245 2132
www.sprigelectric.com

CORPORATE
 10000 Sprig Electric Way
 San Francisco, CA 94132
 Tel: 415 245 3131
 Fax: 415 245 2132

SAN FRANCISCO
 10000 Sprig Electric Way
 San Francisco, CA 94132
 Tel: 415 245 3131
 Fax: 415 245 2132

EAST BAY
 10000 Sprig Electric Way
 San Francisco, CA 94132
 Tel: 415 245 3131
 Fax: 415 245 2132



Safety / Quality Assurance



Safety

Records / Programs:

- Sprig Electric has a written/approved IIPP and manual. Employees review, acknowledge and follow the program.
- Sprig Electric customarily coordinates a project safety program. Sprig Electric complies with all facets of the program while maintaining responsibility for its own safety program as well as for the safety of all individuals on site.
- Sprig Electric will provide recommendations and information regarding the assignment and implementation of safety precautions and programs, including equipment, materials and services for the common use of all site contractors.
- In case of an emergency affecting the safety of persons or property, Sprig Electric will act reasonably to prevent threatened damage, injury or loss.
- Sprig Electric charges its management team with the responsibility to provide project direction and organization, empowering employees to identify quality problems, recommend solutions and to verify implementation of corrective actions.
- Our project quality control installation program incorporates the IBEW's five-year apprenticeship program.
- Sprig Electric will staff the project with only IBEW electricians.
- Sprig Electric maintains an ongoing, in-house training program. Curriculum covers a wide range including code, products, new technologies, installation methods, document control, documentation, quality, safety, personnel management, etc.
- Sprig Electric maintains an ongoing, in-house and outsourced training program for its design engineers and CAD operators. All members of the engineering departments are schooled on specific Sprig Electric design standards in addition to code. All designs will be via Auto-CAD 2015.
- At the completion of the job, a complete commissioning will be performed. Numerous reports will be submitted that document system installation and performance.
- Quality is measured by customer surveys and feedback in pre-construction, construction and post construction activities.



CORPORATE
 1555 S. 4th Street
 San Jose, CA 95112
 Tel: 408-288-8151
 Fax: 408-288-7837

SAN FRANCISCO
 455PA & 455P Street
 San Francisco, CA 94107
 Tel: 415-746-7940
 Fax: 415-746-1187

EAST BAY
 1000 Phelan Street
 Fremont, CA 94559
 Tel: 925-475-0187
 Fax: 925-475-0189



Safety / Quality Assurance



Procedures

Tools and Technologies:

- Sprig Electric will maintain a high level of safety and quality by first, performing all pre-construction, construction and post-construction activities in compliance with project specifications.
- Sprig Electric will select quality materials and submit all products for review, approval and specification.
- Installation will be in conformance with industry practice as detailed in local and national codes. Sprig Electric as well as the local inspection agency will inspect all installations.
- The responsibility for implementation of safety and quality control is the responsibility of the Sprig Electric management team.

Quality Measures

- Sprig Electric will conduct weekly team meetings at the site to review in detail issues such as schedule, problems and opportunities. The weekly team meeting and site inspection have the greatest impact on quality performance
- The Project Manager will tour the site to insure that specified materials and installation methods are being followed.
- Sprig Electric will submit on all materials and systems it intends to install for the approval. The Project Manager will only purchase approved material.
- Sprig Electric will provide a one year guarantee for electrical and/or low voltage work. We will replace any or all of our work, along with any adjacent work which may be displaced or damaged by so doing, that is determined to be defective in its workmanship or materials (*Excluding Lamps*) within a period of one (1) year from the date of substantial completion. If repairs or corrections are required, they will be done in a timely manner. Where special materials are required and are not readily available, you will be advised of the necessary fabrication and/or transportation time to obtain them.



www.sprigelectric.com

CORPORATE
15475 101st Ave. E.
Suite 200 • N.E. 151st
Bellevue, WA 98007
Tel: 206-298-7114
Fax: 206-298-2192

SAN FRANCISCO
833 Market Street
Suite 200 • San Francisco, CA 94107
Tel: 415-774-7844
Fax: 415-774-7177

EAST BAY
2270 Mission Avenue
Fremont, CA 94538
Tel: 510-471-1947
Fax: 510-471-1947



Project Photos



Samsung Research & Development Solar – *Mountain View, CA*



Sprig Electric HQ PV/Battery Storage Project – *San Jose, CA*



CORPORATE
1700 E. 1st Street
San Jose, CA 95112
Tel: 408.268.3114
Fax: 408.268.2117

SAN FRANCISCO
2334 Geary Street
San Francisco, CA 94115
Tel: 415.776.7948
Fax: 415.776.3737

EAST BAY
4175 Clayton Avenue
Emeryville, CA 94603
Tel: 925.371.0187
Fax: 925.371.0188





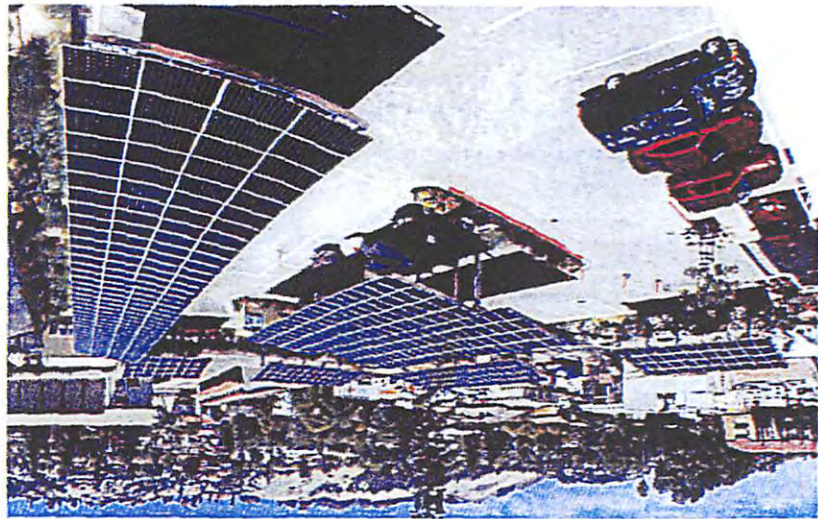
EAST BAY
1000 14th Street
San Francisco, CA 94103
Tel: 415.774.1237

SAN FRANCISCO
1000 14th Street
San Francisco, CA 94103
Tel: 415.774.1237

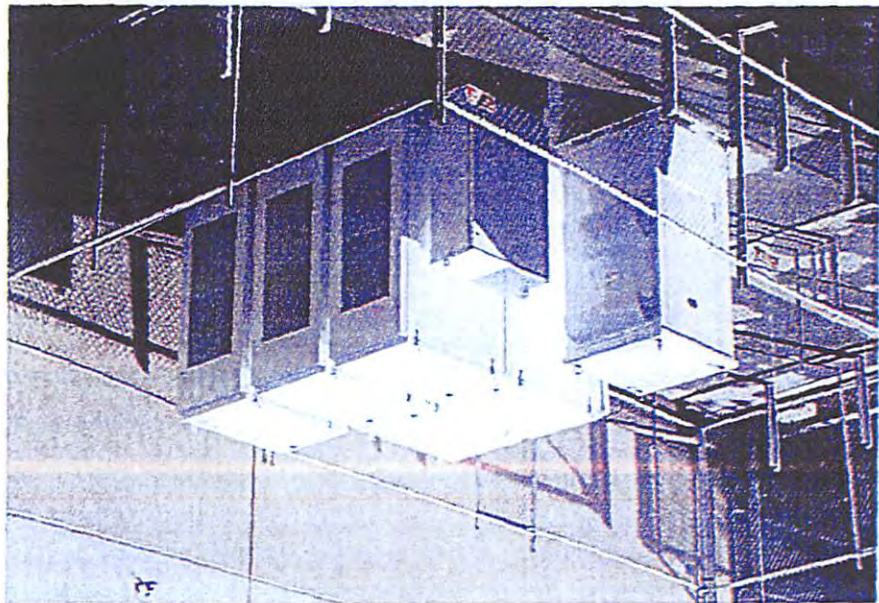
CORPORATE
1000 14th Street
San Francisco, CA 94103
Tel: 415.774.1237

Sprig Electric
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TVHC - San Leandro, CA



Sprig Electric HQ PV/Battery Storage Project - San Jose, CA



Project Photos



Project Photos



ISE Labs – Fremont, CA



(Mitchell Park Center Aerial View)

Mitchell Park Center – Palo Alto, CA

Spring Electric
www.springelectric.com

CORPORATE
1700 S. 24th Street
San Jose, CA 95128
Tel: 408.294.3151
Fax: 408.294.2112

SAN FRANCISCO
1770 Market Street
San Francisco, CA 94115
Tel: 415.516.7448
Fax: 415.516.3537

EAST BAY
4250 Progress Avenue
Livermore, CA 94551
Tel: 925.371.0147
Fax: 925.371.1547



Detailed Work Plan



Section 2: Bullet Item #4

To facilitate the PV and canopy installation on Garage 9 in coordination with the re-decking the following items may occur:

1. Coring and placing anchor bolts for the canopies should be completed before or during re-decking.
2. Coring and placement of conduits penetrating the deck should be done during the deck procedures.
3. Light poles should be removed.

Section 3: Work Description, Work Plan or Proposal

The over-riding plan is to install a PV system and canopy on each parking structure in a cost-effective and durable manner to reach the goal of 100% electrical cost savings. Sizing of the PV arrays is based on the values provided by the city for PV production energy for 100% \$ savings. PVSyst is used to model production for each garage at 99% to 100% of the City's requested value.

Initially, engineered designs will be reviewed with the City, followed by drafting preliminary drawings for further review. All designs will be ADA and code compliant. Placement of canopies and electrical equipment will be reviewed jointly. Final submittal drawings and stamped engineering documentation will be prepared and submitted for plan check and permitting. Products with longer lead times for procurement will be ordered as soon as those items have been approved by the City.

After evaluating various configurations of tilts, orientation, canopies, models of PV modules and inverters we have an effective design. We are using wide beam canopies spanning the drive areas, with 0° tilt PV modules on the array to minimize the size of the canopies. The canopy columns are attached to the garage columns at existing columns in all garages by means of cored anchor bolt insertions. The wide-span canopies provide primarily point loads with minimal moments compared to other designs.

Construction is planned to begin on one garage with canopy construction. At the same time we will begin electrical/PV installation there. Canopy construction will move to the 2nd garage and a week later the electrical work will move to that site. Work will rotate from one site to the next in phases, with up to two sites being worked on simultaneously until the first three sites are complete.



www.springelectric.com

CORPORATE
1000 10th Street
San Jose, CA 95128
Phone: 408-283-8850
Fax: 408-283-1112

SAN FRANCISCO
1000 10th Street, Suite 100
San Francisco, CA 94103
Tel: 415-774-7000
Fax: 415-774-1200

EAST BAY
1000 10th Street, Suite 100
San Francisco, CA 94103
Tel: 415-774-7000
Fax: 415-774-1200



Detailed Work Plan



Garage 9: Solution Options

On garage 9 we have two options we would like to present to the city:

- **Option 1:** Sprig Electric would include some preparation work during re-decking, and full construction will occur after decking is complete. Inspections will occur periodically with full documentation of test results when commissioned. Training for the City personnel will occur on each site along with providing a full operation manual. An initial site safety plan will be instituted and followed at all times during construction.
- **Option 2:** We can complete all of the construction work on this garage first before the re-decking takes place. Since the wide beam canopies will have to be over existing structure they will have little to no impact on the re-decking. We can complete all of our deck cores, steel work and PV installation and then come back after the deck is finished to grout under the steel columns. This option will ensure there will be no damage to the newly completed deck.



CORPORATE
 1000 W. 10TH STREET
 SUITE 1000 S.F. CA 94112
 TEL: 415 299-3414
 FAX: 415 299-2112

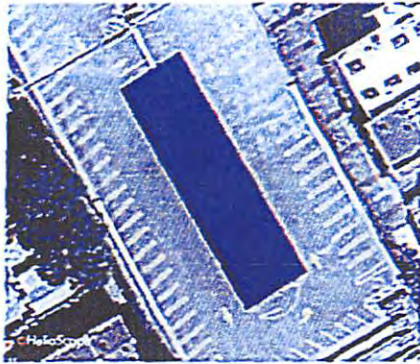
SAN FRANCISCO
 1075 MARKET STREET
 SUITE 1000 S.F. CA 94102
 TEL: 415 976-7545
 FAX: 415 976-2297

EAST BAY
 2077 TOWN OF ALBANY
 SUITE 1000 ALBANY CA 94706
 TEL: 415 779-0000
 FAX: 415 779-0100

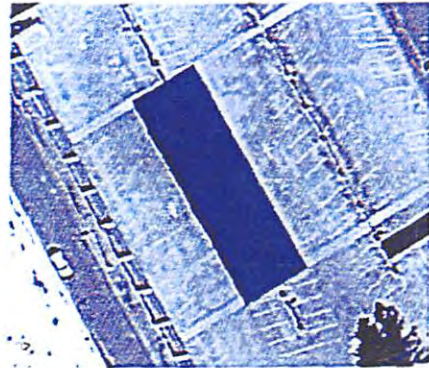


Design Changes

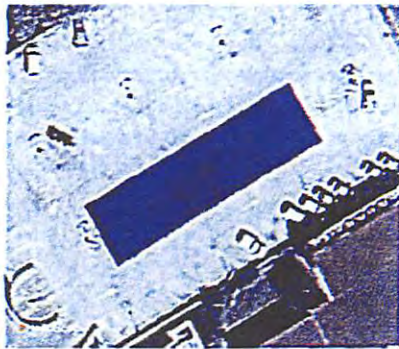
The PV system sizes remain unchanged from our proposal. The canopy structures supporting the solar array on each garage has been changed from a wide-beam span canopy to a cantilever-T structure on each garage. The attached four drawings show the approximate locations of each of these cantilever-T structures.



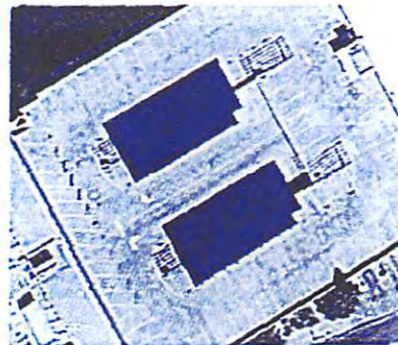
Garage 1



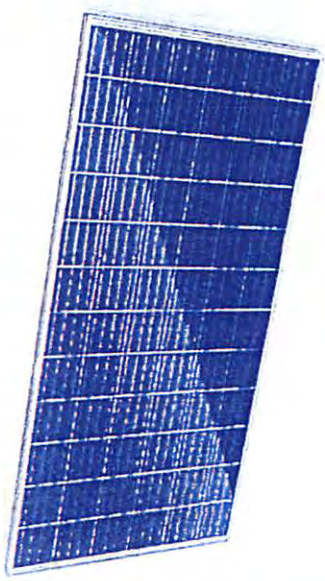
Garage 3



Garage 9



Garage 12



- 25 years**
insurance-backed warranty
non-cancellable, immediate warranty insurance
- 10 years**
product warranty on materials
and workmanship

MANAGEMENT SYSTEM CERTIFICATES*

ISO 9001: 2008 / Quality management system
 ISO/TS 16949: 2009 / The automotive industry quality management system
 ISO 14001: 2004 / Standards for environmental management system
 OHSAS 18001: 2007 / International standards for occupational health & safety

PRODUCT CERTIFICATES*

IEC 61215 / IEC 61730: VDE / MCS / CE / SIL / CEC AU / CQC / INMETRO
 UL 1703 / IEC 61215 performance: CEC listed (US)
 UL 1703: CSA / IEC 61701 ED2: VDE / IEC 62715: VDE / IEC 60068-2-68: SGS
 PV CYCLE (EU) / UNI 9177 Reaction to fire: Class 1



* As there are different certification requirements in different markets, please contact your local Canadian Solar sales representative for the specific certificates applicable to the products in the region in which the products are to be used.

CANADIAN SOLAR INC. is committed to providing high quality solar products, solar system solutions and services to customers around the world. As a leading manufacturer of solar modules and PV project developer with about 10 GW of premium quality Inc. (NAS-DAQ: CSIQ) is one of the most bankable solar companies worldwide.

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MAX POWER
 CS6X-310 | 315 | 320P

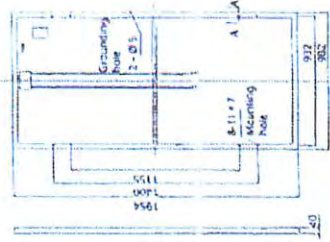
High quality and reliability in all Canadian Solar modules is ensured by 14 years' experience in design, stringent BOM quality testing, an automated manufacturing process and 100% EL testing.

KEY FEATURES

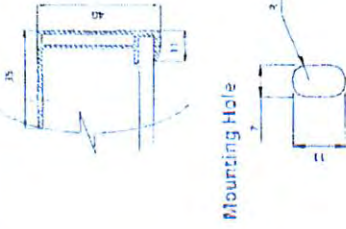
- Excellent module efficiency
up to 16.68%
- Outstanding low irradiance
performance > 96.0%
- Positive power tolerance
up to 5 W
- High PTC rating up to 91.97%
- IP67 junction box for long-term
weather endurance
- Heavy snow load up to 5400 Pa
Wind load up to 2400 Pa
- Salt mist, ammonia and blowing sand
resistance, apply to seaside, farm and
desert environments

MODULE / ENGINEERING DRAWING (mm)

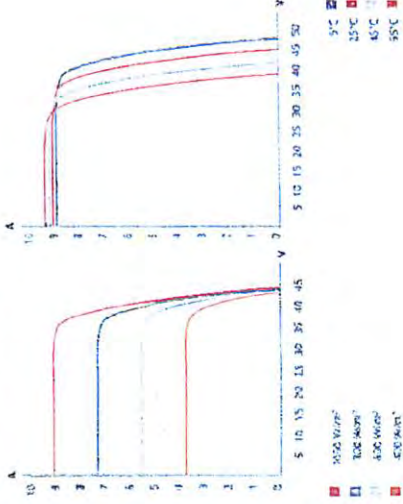
Rear View



Frame Cross Section A-A



CS6X-310P / I-V CURVES



ELECTRICAL DATA / STC*

Electrical Data CS6X	310P	315P	320P
Nominal Max. Power (Pmax)	310 W	315 W	320 W
Opt. Operating Voltage (Vmp)	36.4 V	36.6 V	36.8 V
Opt. Operating Current (Imp)	8.52 A	8.61 A	8.69 A
Open Circuit Voltage (Voc)	44.9 V	45.1 V	45.3 V
Short Circuit Current (Isc)	9.08 A	9.18 A	9.26 A
Module Efficiency	16.16%	16.42%	16.68%
Operating Temperature	-40°C ~ +85°C		
Max. System Voltage	1000 V (IEC) or 1000 V (UL)		
Module Fire Performance	TYPE I (UL 1703) or CLASS C (IEC 61730)		
Max. Series Fuse Rating	15 A		
Application Classification	Class A		
Power Tolerance	0 ~ +5 W		

* Under Standard Test Conditions (STC) of irradiance of 1000 W/m², spectrum AM 1.5 and cell temperature of 25°C.

ELECTRICAL DATA / NOCT*

Electrical Data CS6X	310P	315P	320P
Nominal Max. Power (Pmax)	225 W	228 W	232 W
Opt. Operating Voltage (Vmp)	33.2 V	33.4 V	33.6 V
Opt. Operating Current (Imp)	6.77 A	6.84 A	6.91 A
Open Circuit Voltage (Voc)	41.3 V	41.5 V	41.6 V
Short Circuit Current (Isc)	7.36 A	7.44 A	7.50 A

* Under Nominal Operating Cell Temperature (NOCT), irradiance of 800 W/m², spectrum AM 1.5, ambient temperature 20°C, wind speed 1 m/s.

PERFORMANCE AT LOW IRRADIANCE

Industry leading performance at low irradiation, +96.0 % module efficiency from an irradiance of 1000 W/m² to 200 W/m² (AM 1.5, 25°C).

The specification and key features described in this Datasheet may deviate slightly and are not guaranteed. Due to ongoing innovation, research and product enhancement, Canadian Solar Inc. reserves the right to make any adjustment to the information described herein at any time without notice. Please always obtain the most recent version of the datasheet which shall be duly incorporated into the binding contract made by the parties governing all transactions related to the purchase and sale of the products described herein.

Caution: For professional use only. The installation and handling of PV modules requires professional skills and should only be performed by qualified professionals. Please read the safety and installation instructions before using the modules.

MODULE / MECHANICAL DATA

Specification	Data
Cell Type	Poly-crystalline, 6 inch
Cell Arrangement	72 (6 x 12)
Dimensions	1954 x 982 x 40 mm (76.93 x 38.7 x 1.57 in)
Weight	22 kg (48.5 lbs)
Front Cover	3.2 mm tempered glass
Frame Material	Anodized aluminium alloy
J-BOX	IP67, 3 diodes
Cable	4 mm ² (IEC) or 4 mm ² & 12 AWG 1000V (UL), 1150 mm (45.3 in)
Connectors	MC4 or MC4 comparable
Stand. Packaging	26 pcs, 620 kg (quantity & weight per pallet)
Module Pieces per Container	62.4 pcs (40' HQ)

TEMPERATURE CHARACTERISTICS

Specification	Data
Temperature Coefficient (Pmax)	-0.43 % / °C
Temperature Coefficient (Voc)	-0.34 % / °C
Temperature Coefficient (Isc)	0.065 % / °C
Nominal Operating Cell Temperature	45±2°C

PARTNER SECTION



THREE-PHASE STRING INVERTER 36 KW

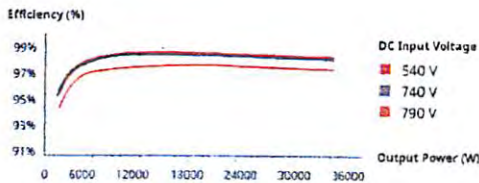
CSI-36KTL-CT

The three phase grid-tied transformerless string inverter offers dual MPPTs to accommodate two arrays mounted at different azimuth and/or tilt angles, different string lengths - even different size modules. With a 98% CEC conversion efficiency and a wide operating voltage window of 240 - 950 V_{DC} it will provide maximum power generation. The use of 1000 V_{DC} will enable BoS cost saving.



EFFICIENCY CURVE

CSI-36KTL-CT@480V



Max. efficiency of 98.4%, CEC efficiency of 98%

2 MPPTs to achieve higher system efficiency

Transformerless design

3-level technology and enhanced control mechanism to achieve high efficiency over wide load range

HIGH RELIABILITY

- "Electrolyte-free design" for improved long-term reliability
- Standard Warranty: 10 years, extension up to 20 years
- Advanced thermal design with variable speed fans
- Ground-fault detection and interruption circuit
- ARC-fault detection function (factory enabled)

BROAD ADAPTABILITY

- NEMA 4 (IP65), outdoor application
- Active power derating, overfrequency derating and reactive power adjustable
- Separate wiring box design
- Low voltage ride-through
- Integrated DC and AC disconnects
- Wide MPPT range for flexible string sizing
- 1000 V max. DC input voltage for flexible configuration
- 15 - 90 degree installation orientation

CANADIAN SOLAR INC. is committed to providing high quality solar products, solar system solutions and services to customers around the world. As a leading manufacturer of solar modules and PV project developer with about 10 GW of premium quality modules deployed around the world since 2001, Canadian Solar Inc. (NASDAQ: CSIQ) is one of the most bankable solar companies worldwide.

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545 Speedvale Avenue West, Guelph, Ontario N1K 1E5, Canada, info@na.canadiansolar.com, www.canadiansolar.com

SYSTEM / TECHNICAL DATA

MODEL NAME	CSI-35KTL-CT
DC INPUT	
Max. PV-Power	54 kW
Nominal DC Input Power	37 kW
Max. DC Input Voltage	1000 V _{DC}
Operating DC Input Voltage Range	240 - 950 V _{DC}
Start-up DC Input Voltage/Power	330 V / 300 W
Number of MPP Trackers	2
MPPT Voltage Range*	540 - 800 V _{DC}
Max. Input Current (I _{mp})	70 A (35 A per MPPT)
Max. Short Circuit Current (I _{sc})	107 A (53 A per MPPT)
Number of DC Inputs	8 inputs, 4 per MPPT
DC Disconnection Type	Load rated DC switch
AC OUTPUT	
Rated AC Output Power	36 kW
Max. AC Output Power	36 kW
Rated Output Voltage	480 V _{AC}
Output Voltage Range	422 - 528 V _{AC}
Grid Connection Type	3 φ / N / PE (Neutral optional)
Max. AC Output Current	43.5 A
Rated Output Frequency	60 Hz
Output Frequency Range*	57 - 63 Hz
Power Factor	> 0.99 (±0.8 adjustable)
Current THD	< 3%
AC Disconnection Type	Load rated AC switch

MODEL NAME	CSI-36KTL-CT
SYSTEM	
Topology	Transformerless
Max efficiency	98.4%
CEC efficiency	98.0%
Stand-by/Night Consumption	< 20 W / < 2 W
ENVIRONMENT	
Protection Degree	NEMA 4
Cooling	Variable Speed Cooling Fans
Operating Temperature Range	-13°F to +140°F / -25°C to +60°C (derating from +113°F / +45°C)
Operating Humidity	0 - 95%, non-condensing
Operating Altitude	13,123.4 ft / 4000 m (derating from 6,561.7 ft / 2000 m)
DISPLAY AND COMMUNICATION	
Display	LCD+LED
Communication	Standard: RS485 (Modbus), optional: TCP/IP card
MECHANICAL DATA	
Dimensions (WxHxD)	23.6×39.4×9.1 in / 600×1000×230 mm
Weight	Inverter: 121 lbs / 55 kg; Wirebox: 24 lbs / 11 kg
Installation Angle	15 - 90 degrees from horizontal (90 degrees recommended)
SAFETY	
Safety and EMC Standard	UL1741:2010, UL1699B, CSA C22.2 No. 107.1-01, FCC PART 15
Grid Standard	IEEE1547:2003, IEEE1547.1:2005

PARTNER SECTION



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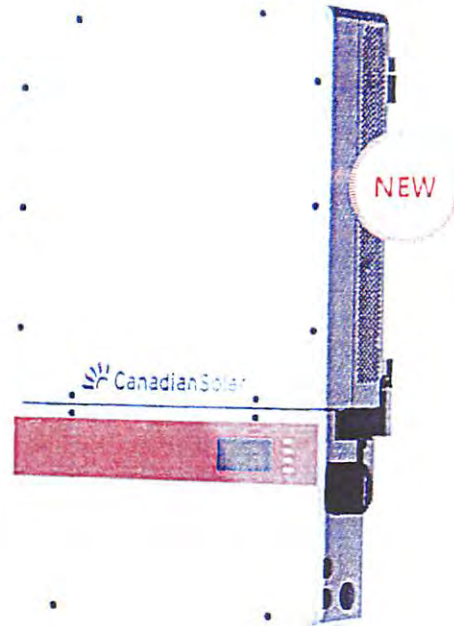
*The "MPPT Voltage Range" is adjustable through LCD operations.
 *The "Output Voltage Range" and "Output Frequency Range" may differ according to specific grid standard.



THREE-PHASE STRING INVERTER 23/28 KW

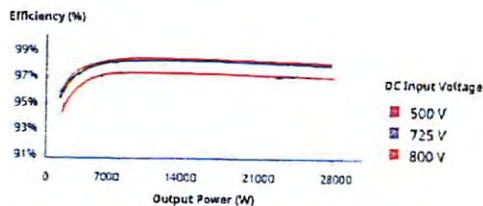
CSI-23KTL-CT & CSI-28KTL-CT

The three phase grid-tied transformerless string inverter offers dual MPPTs to accommodate two arrays mounted at different azimuth and/or tilt angles, different string lengths – even different size modules. With a 98% CEC conversion efficiency and a wide operating voltage window of 300-900 V_{DC}, it will provide maximum power generation. The use of 1000 V_{DC} will enable BoS cost saving.



EFFICIENCY CURVE

CSI-28KTL-CT@480V



HIGH EFFICIENCY

Max. efficiency of 98.6%, CEC efficiency of 98%

2 MPPTs to achieve higher system efficiency

Transformerless design

3-level technology and enhanced control mechanism to achieve high efficiency over wide load range

HIGH RELIABILITY

- "Electrolyte-free design" for improved long-term reliability
- Standard 10-years warranty, extension up to 20 years
- Advanced thermal design with variable speed fans
- Ground-fault detection and interruption circuit
- ARC-fault detection function (factory enabled)

BROAD ADAPTABILITY

- NEMA 4 (IP65), outdoor application
- Active power derating, overfrequency derating and reactive power adjustable
- Separate wiring box design
- Low voltage ride-through
- Integrated DC and AC disconnects
- Wide MPPT range for flexible string sizing
- 1000 V max. DC input voltage for flexible configuration
- 15 - 90 degree installation orientation, 90 degrees recommended

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CANADIAN SOLAR INC.

545 Speedvale Avenue West, Guelph, Ontario N1K 1E6, Canada, irfa@na.canadiansolar.com, www.canadiansolar.com

SYSTEM / TECHNICAL DATA

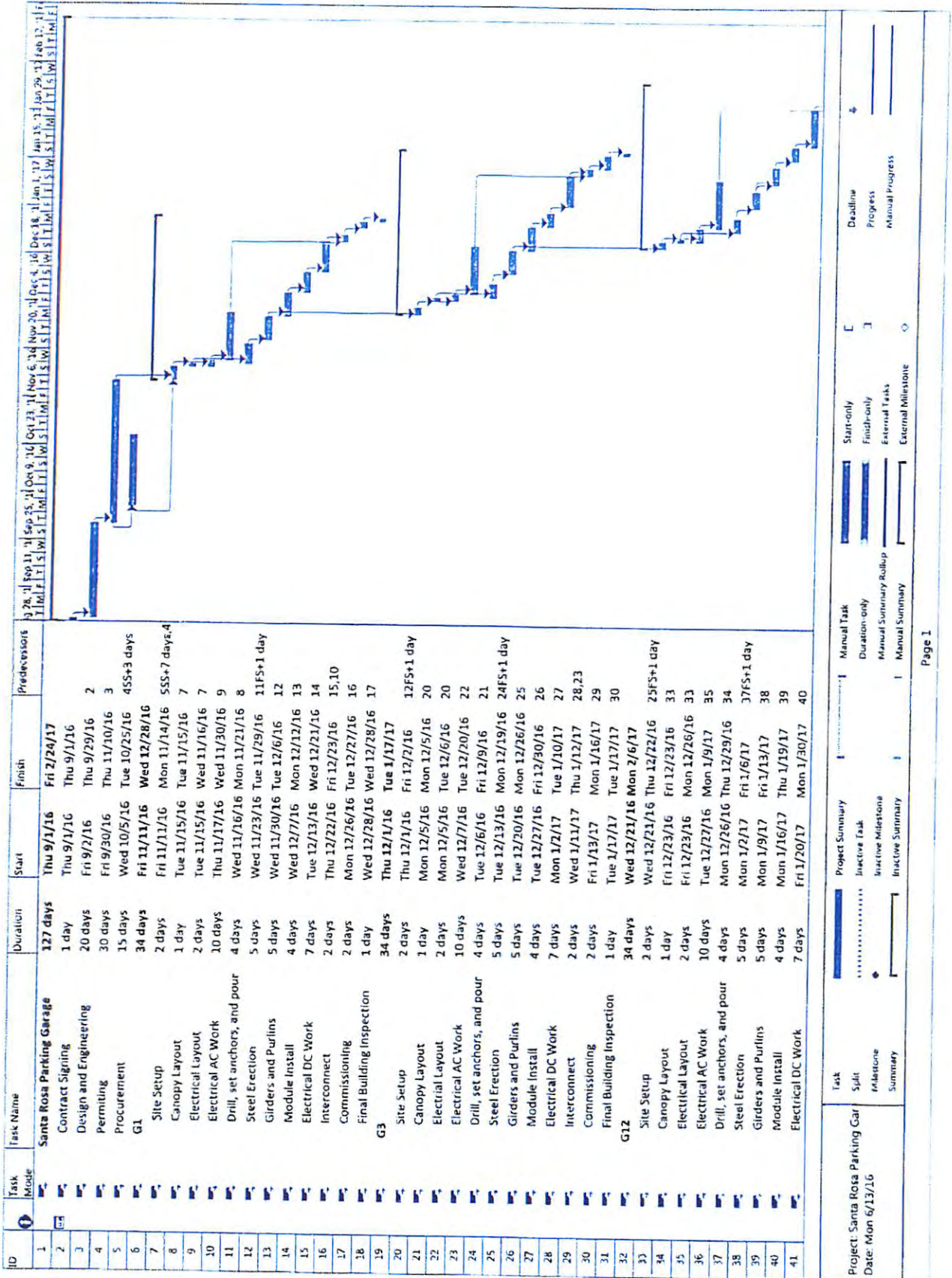
MODEL NAME	CSI-23KTL-CT	CSI-28KTL-CT
DC INPUT		
Max. PV-Power	31 kW	38 kW
Nominal DC Input Power	24 kW	29 kW
Max. DC Input Voltage	1000 V _{dc}	
Operating DC Input Voltage	300 - 900 V _{dc}	
Start-up DC Input Voltage/Power	330 V / 300 W	
Number of MPP Trackers	2	
MPPT Voltage Range*	480 - 800 V _{dc}	500 - 800 V _{dc}
Max. Input Current (I _{mp})	50 A (25 A per MPPT)	58 A (29 A per MPPT)
Max. Short Circuit Current (I _{sc})	82 A (41 A per MPPT)	96 A (48 A per MPPT)
Number of DC Inputs	8 inputs, 4 per MPPT	
DC Disconnection Type	Load rated DC switch	
AC OUTPUT		
Rated AC Output Power	23 kW	28 kW
Max. AC Output Power	23 kW	28 kW
Rated Output Voltage	480 V _{ac}	
Output Voltage Range	422 - 528 V _{ac}	
Grid Connection Type	3 ϕ / N / PE	
Max. AC Output Current	27.7 A	33.7 A
Rated Output Frequency	60 Hz	
Output Frequency Range*	59.3 - 60.5 Hz	
Power Factor	> 0.99 (± 0.8 adjustable)	
Current THD	< 3%	
AC Disconnection Type	Load rated AC switch	

MODEL NAME	CSI-23KTL-CT	CSI-28KTL-CT
SYSTEM		
Topology	Transformerless	
Max efficiency	98.6%	
CEC efficiency	98.0%	
Stand-by/Night Consumption	< 20 W / < 2 W	
ENVIRONMENT		
Protection Degree	NEMA 4	
Cooling	Variable Speed Cooling Fans	
Operating Temperature Range	-13°F to +140°F / -25°C to +60°C (derating from +113°F / +45°C)	
Operating Humidity	0 - 95%, non-condensing	
Operating Altitude	13,123.4 ft / 4000 m (derating from 6,561.7 ft / 2000 m)	
DISPLAY AND COMMUNICATION		
Display	LCD+LED	
Communication	Standard: RS485 (Modbus)	
MECHANICAL DATA		
Dimensions (WxHxD)	23.6*39.4*9.1 in / 600*1000*230 mm	
Weight	122 lbs / 55 kg	
Installation Angle	15 - 90 degrees from horizontal (90 degrees recommended)	
SAFETY		
Safety and EMC Standard	UL1741:2010, CSA C22.2 No. 107.1-01,FCC PART 15	
Grid Standard	IEEE1547:2003, IEEE1547.1:2005	
PARTNER SECTION		

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*The "MPPT Voltage Range" is adjustable through LCD operations.

*The "Output Voltage Range" and "Output Frequency Range" may differ according to specific grid standard.



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
42		Interconnect	2 days	Tue 1/31/17	Wed 2/1/17	36,41
43		Commissioning	2 days	Thu 2/2/17	Fri 2/3/17	42
44		Final Building Inspection	1 day	Mon 2/6/17	Mon 2/6/17	43
45		G9	34 days	Tue 1/10/17	Fri 2/24/17	
46		Site Setup	2 days	Tue 1/10/17	Wed 1/11/17	38FS+1 day
47		Canopy Layout	1 day	Thu 1/12/17	Thu 1/12/17	46
48		Electrical Layout	2 days	Thu 1/12/17	Fri 1/13/17	46
49		Electrical AC Work	10 days	Mon 1/16/17	Fri 1/27/17	48
50		Drill, set anchors, and pour	4 days	Fri 1/13/17	Wed 1/18/17	47
51		Steel Erection	5 days	Fri 1/20/17	Thu 1/26/17	50FS+1 day
52		Girders and Purlins	5 days	Fri 1/27/17	Thu 2/2/17	51
53		Module Install	4 days	Fri 2/3/17	Wed 2/8/17	52
54		Electrical DC Work	7 days	Thu 2/9/17	Fri 2/17/17	53
55		Interconnect	2 days	Mon 2/20/17	Tue 2/21/17	54,49
56		Commissioning	2 days	Wed 2/22/17	Thu 2/23/17	55
57		Final Building Inspection	1 day	Fri 2/24/17	Fri 2/24/17	56

Task	Project Summary	Manual Task	Start-only	Deadline
Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

The payment schedule is revised to include further detail, with payments described by task or event per each garage. The cost of bonds is included in this revision.

Payment Schedule - Revised June 6, 2016

Item No.	Description	% of Contract	Total Price
1	Contract Signing	4.46%	\$54,019
2	Obtain Performance and Payment Bond	0.72%	\$8,690
3	Permit Ready Drawings Complete Garage 1	1.13%	\$13,744
4	Ordering PV Modules, Inverters, Canopy, Switchgear Garage 1	3.40%	\$41,231
5	Permit Approval By AHJ Garage 1	2.27%	\$27,487
6	Mobilization To Site Garage 1	2.27%	\$27,487
7	Equipment Delivery From Supplier Garage 1	5.67%	\$68,718
8	Substantial Completion With Operational Test Garage 1	3.40%	\$41,231
9	Signed Off Building Permit By AHJ Garage 1	2.27%	\$27,487
10	Permission to Operate From PG&E Garage 1	1.13%	\$13,744
11	Release Retention Garage 1	2.97%	\$35,982
12	Permit Ready Drawings Complete Garage 3	1.04%	\$12,576
13	Ordering PV Modules, Inverters, Canopy, Switchgear Garage 3	3.11%	\$37,728
14	Permit Approval By AHJ Garage 3	2.08%	\$25,152
15	Mobilization To Site Garage 3	2.08%	\$25,152
16	Equipment Delivery From Supplier Garage 3	5.19%	\$62,880
17	Substantial Completion With Operational Test Garage 3	3.11%	\$37,728
18	Signed Off Building Permit By AHJ Garage 3	2.08%	\$25,152
19	Permission to Operate From PG&E Garage 3	1.04%	\$12,576
20	Release Retention Garage 3	2.19%	\$26,549
21	Permit Ready Drawings Complete Garage 9	1.12%	\$13,532
22	Ordering PV Modules, Inverters, Canopy, Switchgear Garage 9	3.35%	\$40,596
23	Permit Approval By AHJ Garage 9	2.23%	\$27,064
24	Mobilization To Site Garage 9	2.23%	\$27,064
25	Equipment Delivery From Supplier Garage 9	5.58%	\$67,660
26	Substantial Completion With Operational Test Garage 9	3.35%	\$40,596
27	Signed Off Building Permit By AHJ Garage 9	2.23%	\$27,064
28	Permission to Operate From PG&E Garage 9	1.12%	\$13,532
29	Release Retention Garage 9	2.36%	\$28,568
30	Permit Ready Drawings Complete Garage 12	1.17%	\$14,167
31	Ordering PV Modules, Inverters, Canopy, Switchgear Garage 12	3.51%	\$42,502
32	Permit Approval By AHJ Garage 12	2.34%	\$28,334
33	Mobilization To Site Garage 12	2.34%	\$28,334
34	Equipment Delivery From Supplier Garage 12	5.84%	\$70,836
35	Substantial Completion With Operational Test Garage 12	3.51%	\$42,502
36	Signed Off Building Permit By AHJ Garage 12	2.34%	\$28,334
37	Permission to Operate From PG&E Garage 12	1.17%	\$14,167
38	Obtain Performance and Payment Bond	0.15%	\$1,841
39	Release Retention Garage 12	2.48%	\$30,113
	Total Contract Price	100.00%	\$1,212,117

May 31, 2016

SCOPE for PV Systems:

Inclusions:

- Provide a turnkey PV system design, plan set preparation, submittal, PV engineering, installation, and interconnection on four Garages 1, 3, 9 and 12.
- Provide and install (996) – Canadian Solar 320 watt solar modules: including (247) modules-G1, (225) modules-G3, (248) modules-G9, (276) modules-G12.
- Provide and install cantilever canopies on existing concrete columns
- Provide and install PV Wire source wire between solar modules and inverters
- Provide and install (6) – Canadian Solar 36kw 480v inverter with DC disconnect attached to columns
- Provide and install (1) – Canadian Solar 28kw 480v inverter with DC disconnect attached to columns
- Provide and install (1) – Canadian Solar 23kw 480v inverter with DC disconnect attached to columns
- Provide and install THWN wire and emt conduit between inverters, panelboard and MSB
- Provide and install (4) – PV combiner panelboards attached to columns
- Provide and install (4) – AC Disconnects near MSB
- Provide and install (4) - web based monitoring of PV system
- Provide PV system commissioning and customer training
- Provide and install under-canopy LED lighting connected to existing garage lighting circuits.
- Remove existing pole lights at new canopy footprint
- Remove existing trellis on Garage 12 in area of new solar array
- Sprig Electric and the client will perform all work per OSHA 1910.333(a)(1) and NFPA-70E guidelines and criteria.

Exclusions

- Performance guarantee obligations
- Operation or maintenance of the PV systems, except as detailed in Section 4.1 of the Specifications
- As-built information on the installation location of each module with its serial number in an electronic table form.

EXHIBIT 1

Proposal

Sheets

Proposal Submittal Check List

- ! Proposal Form Cover Page**
- ! Proposal Sheets**
- ! Proposed Payment Schedule**
- ! List of Subcontractors**
- ! Equipment and Material Suppliers**
- ! Proposer General Information**
- ! Statement of Experience and Qualifications**
- ! Public Contract Code Page**
- ! Non Collusion Affidavit**
- ! Acknowledgement of Amendments to the RFP**
- ! Conflict of Interest Representation**
- ! Proposal Submittals per Part 2.2 of the specification**
- ! Superintendent Resume**

PROPOSAL FORMS COVER PAGE

PROPOSAL TO: City of Santa Rosa (OWNER)

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to perform the WORK as specified or indicated in said Contract Documents entitled:

"PV CONSTRUCTION"

2. Proposer will accept all of the terms and conditions of the Contract Documents.
3. Unless otherwise required by law, Proposer will enter into an Agreement within the time stated in the Notice of Request for Proposal and will timely furnish the insurance certificates and endorsements, Payment Bond and Performance Bond required by the Contract Documents.
4. Proposer has examined copies of all the Contract Documents.
5. Proposer has familiarized himself/herself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the requirements of Laws and Regulations, and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Proposer deems necessary.
6. The Proposer agrees and certifies all the foregoing, and hereby certifies that all information contained in this Proposal Form, including the Proposal Schedule(s) and Information Required of Proposer, is true and complete. Proposer further agrees if awarded the contract, Proposer (hereafter known as "CONTRACTOR") will complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and will accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal Schedule(s). All representations made by Proposer in this Proposal are made under penalty of perjury.

Dated: 2/17/14

Proposer: Sprig Electric

By: 
(Signature)

Title: Michael Jurewicz - COO

email: mclifton@sprigelectric.com

Bond Costs

PV System pricing has been adjusted to include the Bond cost. These costs are:

Bond Cost Breakdown

Payment and Performance Bond	\$9,655
Maintenance Bond	\$2,042
Total Price	\$11,697

The capital purchase summary of costs by garage is revised to include the cost of bonds.

CAPITAL PURCHASE Revised 5/31/16

Schedule of prices for construction of the "PV CONSTRUCTION" in accordance with the Contract Documents. Please provide a total for the Base Bid and prices broken out for each Garage.

Summary of Costs

Item	Description			Total Price
1	Garage 1 521 7 th Street			\$308,390.00
2	Garage 3 725 5 th Street			\$282,189.00
3	Garage 9 97 D Street			\$303,643.00
4	Garage 12 555 1 st Street			\$317,895.00
TOTAL PROPOSAL PRICE				\$1,212,117.00
TOTAL PROPOSAL PRICE WRITTEN IN WORDS: One Million Two Hundred Twelve Thousand One Hundred Seventeen Dollars Exactly--				

DETAIL

Revised to include bond costs.

Revised 5/31/16

Garage 1 – 521 7th Street

Item	Description	Make and Model	Quantity	Unit Price	Total Price
1	PV Modules	Canadian Solar, CS6X-320P	247	\$256.00	\$ 63,226.00
2	Inverters	Canadian Solar, CSI-36KTL-CT	2	\$4,836.00	\$ 9,672.00
3	Parking Canopy	MBL	1	\$115,155.00	\$115,155.00
4	Balance of Materials				\$ 27,648.00
5	Labor				\$ 73,105.00
6	Other:	Bond			\$ 2,977.00
7	Tax				\$ 16,607.00
TOTAL PROPOSAL PRICE					\$ 308,390.00
TOTAL PROPOSAL PRICE WRITTEN IN WORDS					Three Hundred Eight Thousand Three Hundred Ninety Dollars Exactly—

Garage 3 – 725 5th Street

Item	Description	Make and Model	Quantity	Unit Price	Total Price
1	PV Modules	Canadian Solar, CS6X-320P	225	\$256.00	\$ 57,698.00
2	Inverters	Canadian Solar, CSI-36KTL-CT & CSI-23KTL-CT	2	\$4,836.00	\$ 9,672.00
3	Parking Canopy	MBL	1	\$108,180.00	\$108,180.00
4	Balance of Materials				\$ 21,525.00
5	Labor				\$ 67,271.00
6	Other:	Bond			\$ 2,724.00
7	Tax				\$ 15,119.00
TOTAL PROPOSAL PRICE					\$ 282,189.00
TOTAL PROPOSAL PRICE WRITTEN IN WORDS					Two Hundred Eighty Two Thousand One Hundred Eighty Nine Dollars Exactly—

Revised 5/31/16

Garage 9 – 97 D Street

Item	Description	Make and Model	Quantity	Unit Price	Total Price
1	PV Modules	Canadian Solar, CS6X-320P	248	\$255.00	\$ 63,479.00
2	Inverters	Canadian Solar, CSI-36KTL-CT CSI-23KTL-CT	2	\$4,836.00	\$ 9,672.00
3	Parking Canopy	MBL	1	\$111,596.00	\$111,596.00
4	Balance of Materials		1	\$27,882.00	\$ 27,882.00
5	Labor				\$ 71,748.00
6	Other:	Bond			\$ 2,931.00
7	Tax				\$ 16,335.00
TOTAL PROPOSAL PRICE					\$ 303,643.00
TOTAL PROPOSAL PRICE WRITTEN IN WORDS					Three Hundred Three Thousand Six Hundred Forty Three Dollars Exactly--

Garage 12 – 555 1st Street

Item	Description	Make and Model	Quantity	Unit Price	Total Price
1	PV Modules	Canadian Solar, CS6X-320P	278	\$255.00	\$ 70,491.00
2	Inverters	Canadian Solar, CSI-36KTL-CT	2	\$4,836.00	\$ 9,672.00
3	Parking Canopy	MBL	1	\$121,271.00	\$ 121,271.00
4	Balance of Materials		1	\$21,647.00	\$ 21,647.00
5	Labor				\$ 74,488.00
6	Other:	Bond			\$ 3,069.00
7	Tax				\$ 17,257.00
TOTAL PROPOSAL PRICE					\$ 317,895.00
TOTAL PROPOSAL PRICE WRITTEN IN WORDS					Three Hundred Seventeen Thousand Eight Hundred Ninety Five Dollars Exactly--

INFORMATION REQUIRED OF PROPOSER

LIST OF SUBCONTRACTORS:

The Proposer shall list below the name and business address of each California licensed Subcontractor who will perform work or labor or render service under this Proposal and each California licensed Subcontractor that will specially fabricate and install a portion of the WORK in excess of one-half of one percent of the Proposer's Total Proposal Price, and shall also list the portion of the WORK which will be done by such Subcontractor, in keeping with the intent of Section 4100, et seq. of the Public Contract Code.

<u>Portion of Work To Be Performed</u>	<u>Subcontr. License Number</u>		<u>Subcontractor's Name & Address</u>
<u>1. Canopy Construction</u>	<u>CA: 831026</u>	<u>_____</u>	<u>MBL Energy</u> <u>1698 Rogers Ave. #40, San Jose, CA 95112</u>
<u>2. N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u> <u>N/A</u>
<u>3. N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u> <u>N/A</u>
<u>4. N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u> <u>N/A</u>
<u>5. N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Note: Attach additional sheets if required.

INFORMATION REQUIRED OF PROPOSER

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST:

The Proposer shall indicate below which Supplier the Proposer intends to use to furnish under the Proposal, each item of equipment or material listed on this form by writing a supplier specified for that equipment or material (proposed substitutes may be listed on the Proposed Substitute Equipment/Material Supplier List form). If no supplier is named in the Contract Documents, the Proposer may list any supplier whose product meets all of the requirements and technical criteria specified. The listing of more than one supplier for each equipment/material to be furnished with the words "and/or" will not be permitted.

RFP Section	Equipment/Material	Supplier
6.2 & 6.3	Parking Shade Canopies and Panel Mounting Systems	MBL Energy
6.4	Modules, Canadian Solar C56X-320P	Canadian Solar
6.5	CSI-36KTL-CT, & 28kW, & 23kW	Canadian Solar

INFORMATION REQUIRED OF PROPOSER

PROPOSER'S GENERAL INFORMATION:

The Proposer shall furnish the following information. Additional sheets shall be attached as required.

- (1) Proposer's name and address:

Sprig Electric

1860 S. 10th Street San Jose, CA 95112

- (2) Proposer's telephone number: 408-298-3134

- (3) Proposer's license: Primary classification C10 B

State License No. and Expiration Date: 296728 4/30/2017

Supplemental classifications held, if any: N/A

Name of Licensee, if different from (1) above: N/A

N/A

- (4) Name of person who inspected site of proposed WORK for your firm:

Name: Sal Costanzo & Mike Clifton Date of Inspection: 1/26/2016

- (5) Name, address, and telephone number of surety company and agent

who will provide the bonds required by the Contract Documents:

Arthur J. Gallagher 1 S. Almaden Blvd. #960 San Jose, CA 95113 408-973-9500

Attn: Jonas Estrada

- (6) ATTACH TO THIS PROPOSAL the experience resume of the person who will be designated Superintendent. ***PLEASE REFER TO SECTION 1***

- (7) ATTACH TO THIS PROPOSAL a financial statement, references and other information, sufficiently comprehensive to permit an appraisal of Proposer's current financial condition.

PLEASE REFER TO SECTION 1

STATEMENT OF EXPERIENCE & QUALIFICATIONS

List at least four jobs that are representative of your firm's experience and qualifications to perform the improvements required by the Contract Documents. Jobs listed should include at least four similar public works projects constructed by the Proposer as prime Contractor. Start with the most recent jobs. Be specific when listing "Type of Work Performed". For all jobs listed, provide all information requested below, including at least one reference with phone number for each of the jobs listed. Attach additional sheets as necessary. Be sure to refer to the specification for minimum requirements for previous work.

	Job #1		Job #2	
Date of Job	2/2015	8/2015	5/2014	12/2014
Project Name	TVHC		Samsung Research	
Job Location:	San Leandro, CA		Mountain View, CA	
kW	197		698	
Types of Work Performed (Circle All that Apply)	<p>Parking Structure</p> <p>Project Management</p> <p>Project Development</p> <p>Design and Engineering</p> <p>Day to Day On-site Management</p> <p>Mechanical Construction</p> <p>Electrical Construction</p> <p>Commissioning</p> <p>Rebate Processing</p>		<p>Parking Structure</p> <p>Project Management</p> <p>Project Development</p> <p>Design and Engineering</p> <p>Day to Day On-site Management</p> <p>Mechanical Construction</p> <p>Electrical Construction</p> <p>Commissioning</p> <p>Rebate Processing</p>	
Total Contract Value	\$793,000		\$ 2,730,000	
% of Value Performed	Sub: 15%	In-house: 85 %	Sub: 15%	In-house: 85%
# of Employees on Job	Subs: 3	Own: 5	Subs: 5	Own: 6
Supervised by	Sal Costanzo		Todd Morrell	
Client or Owner Name and Address	Tiburcio Vasquez Health Center 16110 E. 14th St. San Leandro, CA 94578		Samsung Research 625 Clyde Ave. Mountain View, CA 94043	
Contact Name & Phone #	Cliff Sherwood (510) 828-1265		Justin Mogannam (408) 964-5623	

	Job #3		Job #4	
Date of Job	3/2014	12/2014	8/2013	10/2013
Project Name	Mitchell Park Library		ISE Labs	
Job Location:	Palo Alto, CA		Fremont, CA	
kW	99.4		251	
Types of Work Performed (Circle All that Apply)	Parking Structure <input type="checkbox"/> Project Management Project Development Design and Engineering <input checked="" type="checkbox"/> Day to Day On-site Management Mechanical Construction <input checked="" type="checkbox"/> Electrical Construction <input type="checkbox"/> Commissioning <input type="checkbox"/> Rebate Processing		Parking Structure <input checked="" type="checkbox"/> Project Management <input checked="" type="checkbox"/> Project Development <input checked="" type="checkbox"/> Design and Engineering <input checked="" type="checkbox"/> Day to Day On-site Management <input checked="" type="checkbox"/> Mechanical Construction <input checked="" type="checkbox"/> Electrical Construction <input checked="" type="checkbox"/> Commissioning Rebate Processing	
Total Contract Value	\$ 441,400		\$ 778,700	
% of Value Performed	Sub: 0 %	In-house: 100 %	Sub: 0 %	In-house: 100 %
# of Employees on Job	Subs: 0	Own: 4	Subs: 0	Own: 6
Supervised by	Tim Domingues		Todd Morrell	
Client or Owner Name and Address	City of Palo Alto 3700 Middlefield Road Palo Alto, CA 94303		ISE Labs 46800 Bayside Pkwy Fremont, CA 94538	
Contact Name & Phone #	Debra Jacobs (650) 329-2241		Cesar Simoniak (510) 687-2553	

Job #5

Date of Job	7/2011	9/2011		
Project Name	Piner Olivet 4 Schools			
Job Location:	Santa Rosa, CA			
kW	395			
Types of Work Performed (Circle All that Apply)	<p style="text-align: center;"> Parking Structure Project Management Project Development Design and Engineering Day to Day On-site Management Mechanical Construction Electrical Construction Commissioning Rebate Processing </p>			
Total Contract Value	\$ 1,681,000			
% of Value Performed	Sub: 5 %	In-house: 95 %		
# of Employees on Job	Subs: 3	Own: 6		
Supervised by	Todd Morrell			
Client or Owner Name and Address	Piner-Olivet School District 2590 Piner Rd Santa Rosa, CA 95401			
Contact Name & Phone #	Rey Flores (408) 869-8394			

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the Proposer, any officer of the Proposer, or any employee of the Proposer, who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Proposer hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Proposer within the immediately preceding two year period because of the Proposer's failure to comply with an order of a federal court which orders the Proposer to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

To the City of Santa Rosa:

NONCOLLUSION AFFIDAVIT

Title 23 United States Code Section 112

and

Public Contract Code Section 7106

In accordance with California Public Contract Code 7106, the Proposer declares he or she, being first duly sworn, deposes and says that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed Contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Dated: 2/17/16

Proposer: Sprig Electric

By: 
(Signature)

Title: Michael Jurewicz - COO

(NOTARIAL ACKNOWLEDGMENT)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

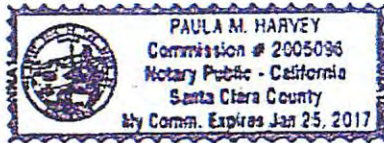
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On 2/17/2016 before me, Paula M. Harvey
Date Here Insert Name and Title of the Officer
personally appeared Michael V. Jurawicz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Paula M. Harvey
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

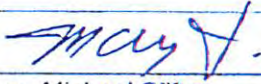
Description of Attached Document affidavit
Title or Type of Document: Non-collusion Affid Document Date: 2/17/2016
Number of Pages: 1 Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)
Signer's Name: Michael V. Jurawicz
X Corporate Officer - Title(s): COO
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing: Spig Electric

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP

Contractor hereby acknowledges receipt of any and all amendments to the RFP.

Amendment No.	Date Published	Date Received
1	1/12/2016	1/21/2016
2	2/2/2016	2/2/2016
3	2/9/2016	2/9/2016
4	2/11/2016	2/11/2016

By:  Date: 2/17/16
Name: Michael Clifton
Title: Engineering / Operations Manager - Energy Solutions

Name of Contractor: Sprig Electric

CONFLICT OF INTEREST REPRESENTATION AND CERTIFICATION

The undersigned hereby acknowledges and affirms that:

- ↓ He/she is a duly authorized agent of the Contractor with the authority to submit a Proposal on behalf of the Contractor (corporate or other authorization confirmation may be requested prior to final contract execution).
- ↓ He/she has read the complete BID and all amendments issued pursuant thereto.
- ↓ The Proposal complies with State conflict of interest laws. The Contractor certifies that no employee of its firm has discussed, or compared the Proposal with any other Contractor or City employee, and has not colluded with any other Contractor or City employee.
- ↓ If the Contractor's Proposal is accepted by the City, the Contractor will enter into a contract with the City to provide the Services, Systems and Equipment described by the Proposal on the terms mutually acceptable to the City and the Contractor.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

I hereby certify that I am submitting the attached Proposal on behalf of Sprig
 Electric . I understand that, by virtue of executing and returning this
required response form with the Proposal, I further certify, that the Contractor
understands and does not dispute any of the contents of the BID (except as may be
noted in the Proposal).



Signature of Authorized Official

 2/17/16
Date

 Michael Jurewicz

Printed Name of Authorized Official

 COO

Title of Authorized Official

Contractor Name: Sprig Electric
Address: 1860 S. 10th Street San Jose, CA 95112
Telephone: 408-298-3134
Fax: 408-298-2132
E-Mail: mclifton@sprigelectric.com

NOTE: If Joint Venture, each member of the joint venture must provide a completed certificate form.



January 12, 2016

ALL PROSPECTIVE BIDDERS

ADDENDUM 1 - RFP 16-06 – Design/Build Solar for City Parking Garages

Notice is hereby given that certain sections contained in the above referenced Request For Proposals are being amended, clarified and/or deleted and are identified as Addendum No. 1 and attached hereto.

THEREFORE: All bidders are required to note this Addendum No. 1, and are required to sign this Addendum and shall submit this Addendum with the sealed proposal. Addendums submitted separately from the sealed proposal will be opened with the sealed proposal at the date and time specified in the Request For Proposals.

Should you have any questions, please feel free to contact Kim Nadeau at 707-543-3464.

Jennifer Myles

JENNIFER MYLES
Senior Buyer

CITY OF SANTA ROSA
REQUEST FOR PROPOSALS

CONTINUATION SHEET	BID NO. RFP 16-06	Page 1 of 1
NAME OF BIDDER: <u>Spig Electric</u>		

Addendum No. 1

The City will consider proposals that offer alternative financing structures.

NO. 1

DATED: January 12, 2016

COMPANY NAME: Spig Electric

COMPANY ADDRESS: 1860 S. 10th Street San Jose, CA 95112

REPRESENTATIVE'S NAME: Michael Clifton

SIGNATURE: 

DATE: 2/17/16



February 2, 2016

ALL PROSPECTIVE BIDDERS

ADDENDUM 2 - RFP 16-06 – Design/Build Solar for City Parking Garages

Notice is hereby given that certain sections contained in the above referenced Request For Proposals are being amended, clarified and/or deleted and are identified as Addendum No. 2 and attached hereto.

THEREFORE: All bidders are required to note this Addendum No. 2, and are required to sign this Addendum and shall submit this Addendum with the sealed proposal. Addendums submitted separately from the sealed proposal will be opened with the sealed proposal at the date and time specified in the Request For Proposals.

Should you have any questions, please feel free to contact Kim Nadeau at 707-543-3464.

Jennifer Myles

JENNIFER MYLES
Senior Buyer

CITY OF SANTA ROSA
REQUEST FOR PROPOSALS

CONTINUATION SHEET	BID NO RFP 16-06	Page 1 of 1
NAME OF BIDDER <u>Sprig Electric</u>		

Addendum No. 2

Kenwood Energy Memo

Garage PV 2016 Rates

This memo updates the solar system size shown in the Table in Specification Section 1.1.A of Exhibit 1 of the RFP based on changes to PG&E rates that took effect on January 1, 2016.

Table 1
PV System Summaries

	kW DC Output	kW AC Output	Desired Energy Output - kWh	% of Energy Cost Offset
Garage 1 521 7 th Street	80.0	71.4	120,897	99%
Garage 3 725 5 th Street	79.9	71.3	118,881	101%
Garage 9 97 D Street	79.0	70.5	120,445	101%
Garage 12 555 1 st Street	84.5	75.5	128,910	100%
Total	323.3	288.8	489,132	100%

An additional consideration in sizing the PV system is the impact of upcoming changes the Net Energy Metering (NEM) rules, which are expected to take effect in late June and will impact the value of the savings of the solar systems included in this RFP.

The new NEM rules, NEM2, are due to come out later in the month. The current understanding is that they will decrease the value of the energy generated by the solar system by 5% to 10%, which means that the City would need to increase the size of the solar system by 5% to 10% to offset 100% of the facility energy cost. But since the actual impact will not be known until the new rules are released, it is recommended that impacts of NEM2 be considered after the proposals are received. If the City should decide to adjust system size based on the final NEM2 rules after the contractor is selected, it will likely increase the contract size, which should provide some nominal economy-of-scale, and improve the overall economics of the return on investment.

NO. 2

DATED: February 2, 2016

COMPANY NAME: Sprig Electric

COMPANY ADDRESS: 1860 S. 10th Street San Jose, CA 95112

REPRESENTATIVE'S NAME: Michael Clifton

SIGNATURE: 

DATE: 2/12/16



February 9, 2016

ALL PROSPECTIVE BIDDERS

ADDENDUM 3 - RFP 16-06 – Design/Build Solar for City Parking Garages

Notice is hereby given that certain sections contained in the above referenced Request For Proposals are being amended, clarified and/or deleted and are identified as Addendum No. 3 and attached hereto.

THEREFORE: All bidders are required to note this Addendum No. 3, and are required to sign this Addendum and shall submit this Addendum with the sealed proposal. Addendums submitted separately from the sealed proposal will be opened with the sealed proposal at the date and time specified in the Request For Proposals.

Should you have any questions, please feel free to contact Kim Nadeau at 707-543-3464.

Jennifer Myles

JENNIFER MYLES
Senior Buyer

CITY OF SANTA ROSA
REQUEST FOR PROPOSALS

CONTINUATION SHEET	BID NO. RFP 16-06	Page 1 of 1
NAME OF BIDDER: Sprig Electric		

Addendum No. 3**Request for Information, Q and A Response for RFP 16-06 – DESIGN/BUILD
SOLAR GARAGES**

- Q1. Are you taking bids for racking only?
A1. No.
- Q2. Can you supply us with a bidders list?
A2. Information regarding the Request for Proposals (RFP) and vendors who have registered for this RFP is available on www.planetbids.com
- Q3. Can we be notified of the bid winner? When a job is awarded?
A3. This is an RFP process. No information can be released until after award of a contract.
- Q4. Do you broad cast the reading of the bids?
A4. No, this isn't a bid, this is a request for proposals.
- Q5. What's the time/date of bid reading?
A5. See A4.
- Q6. Do you have any jobs you need racking for?
A6. No.
- Q7. We understood that some additional drawings for the parking structures were to be released. Will you be releasing any further drawings?
A7. The volume of construction drawings for the garages is very large and is not practical for us to post on Planetbids. The files are available for viewing at our office or you can bring a thumb drive and we can copy them for you.
- Q8. As mentioned in the meeting, on January 28th the CPUC will likely be finalizing the changes to the NEM 2.0 decision which will set fixed charges ("Non-bypassable Charges") for solar projects. While we don't yet know the final outcome it fairly safe to assume that the economics of solar projects may be 5-10% less favorable than they are currently on 'NEM 1.0'. The impact of NEM 2.0 on solar projects is likely that one will need 5-10% more solar capacity to offset the same\$ value. That could require you to install a system approximately 10% than in currently targeted in the RFP.
While the decision is likely to be finalized on 1/28, it make take a week or so to sort through the documents in the decision to determine the exact impact as well as get a sense as to how long until NEM 2.0 is implemented. The trigger is volume. Once PG&E interconnects a certain amount of megawatts under NEM 1.0 – which is currently projected to occur in July - all new projects will automatically be interconnected under the NEM 2.0 rules. So unless a system is built and interconnected by or before July they almost certainly would be interconnected under NEM 2.0.

CITY OF SANTA ROSA
REQUEST FOR PROPOSALS

CONTINUATION SHEET	BID NO. RFP 16-06	Page 2 of 1
NAME OF BIDDER: Sprig Electric		

So, the concluding question is, "will there be any implications for the RFP in terms of the target size or target KWh?"

- A8. Please see Addendum #2 on www.planetbids.com for response.
- Q9. Can only participants of the pre-proposal meeting submit a proposal?
A9. No, the pre-proposal meeting was not mandatory.
- Q10. Are there any lighting requirements?
A10. Yes, see Exhibit 1 Proposal Sheets, Section 6.2(G).
- Q11. Are there any other structural updates from Walker?
A11. No. The most recent structural assessments are posted on www.planetbids.com
- Q12. Who will review the feasibility of (E) garage structures to handle the specific loads imposed by solar shade structure column supports? A letter indicating that the (E) structure is able to handle the added loads may be required during permitting process.
A12. The contractor is expected to provide structural assessment for specific loads. If a letter is required, the contractor is to provide such a letter.
- Q13. Are there any structural restrictions for locating the solar shade structure support columns?
A13. The contractor is to provide structural engineering analysis and documentation of canopy structures and installation on the garages.
- Q14. Are there any requirements for new fire suppression system installation at the new solar shade structures?
A14. The contractor is responsible for compliance with all permit requirements.
- Q15. Per RFP note "all mounting canopies shall have a safety factor of at least 1.5." Is this safety factor applicable to member design or connection design, or both?
A15. Both
- Q16. Is the existing trellis structure at Garage 12 available for installing modules?
A16. Yes
- Q17. Can we remove the steel and install our own racking there instead, using the existing concrete pillars?
A17. Yes, with supporting structural engineering assessment and approval.

CITY OF SANTA ROSA
REQUEST FOR PROPOSALS

CONTINUATION SHEET	BID NO RFP 15-06	Page 3 of 1
NAME OF BIDDER: <u>Sprig Electric</u>		

NO. 3


DATED: February 9, 2016

COMPANY NAME: Sprig Electric
COMPANY ADDRESS: 1860 S. 10th Street San Jose, CA 95112
REPRESENTATIVE'S NAME: Michael Clifton
SIGNATURE: 
DATE: 2/17/16

Signing Authority



I, Michael Jurewicz (Chief Operating Officer), hereby authorize my signature below as written authority to submit this proposal on behalf of Sprig Electric.

X 
Michael Jurewicz, COO



Attachment 4 -Cost of Extra Work

HOURLY RATE SCHEDULE FOR EXTRA WORK

**** Design-Build Entity shall apply mark-ups as allowed in the General Conditions for Overhead and Profit on design change directives.****

Overhead and Profit not to exceed 15% of the Cost of the Extra Work (not more than 10% Overhead and 5% Profit) and straight time wages or salaries for employees employed at the Project site, or at fabrication sites off the Project sites, in the direct performance of the Extra Work. Design-Build Entity is entitled to an additional 5% overhead and profit for Work subcontracted, above and beyond the 15% noted herein

Design-Build Entity Sprig
 Electric
 DATE 10/01/16- 10/31/17

	Foreman	Foreman (Overtime)	Foreman (Double Time)	Journeyman	Journeyman (Overtime)	Journeyman (Double Time)
CHANGE ORDER LABOR RATE (WITH OH&P INCLUDED)	\$ 92.24	\$ 126.97	\$ 161.42	\$ 84.47	\$ 115.31	\$ 145.93

	General Foreman	GF (Overtime)	GF (Double Time)	Apprentice	Apprentice (Overtime)	Apprentice (Double Time)
CHANGE ORDER LABOR RATE (WITH OH&P INCLUDED)	\$ 100.01	\$ 138.61	\$ 176.89	\$ 65.36	\$ 87.88	\$ 110.22



CONSTRUCTION CHANGE ORDER REQUEST FORM

CHANGE ORDER NO:

CONTRACT NO:

DATE OF REQUEST:

PROJECT NAME:

DESCRIPTION OF CHANGE:

YOU HEREBY ARE AUTHORIZED AND DIRECTED TO MAKE THE FOLLOWING CHANGES IN ACCORDANCE WITH TERMS AND CONDITIONS OF THE AGREEMENT: YES NO

FOR THE DEDUCTIVE SUM OF:

ORIGINAL AGREEMENT AMOUNT

SUM OF PREVIOUS CHANGES

THIS CHANGE ORDER DEDUCT

PRESENT AGREEMENT AMOUNT

THE CONTRACT ADMINISTRATOR HAS DIRECTED THE CONTRACTOR TO INCREASE THE PENAL SUM OF THE EXISTING PERFORMANCE AND PAYMENT BONDS OR TO OBTAIN ADDITIONAL BONDS ON THE BASIS OF A \$25,000.00 OR GREATER VALUE CHANGE ORDER. **CHECK IF APPLICABLE AND PROVIDE WRITTEN CONFIRMATION FROM THE BONDING COMPANY /AGENT (ATTORNEY-IN-FACT) THAT THE AMOUNT OF THE PERFORMANCE AND PAYMENT BONDS HAVE BEEN ADJUSTED TO 100% OF THE NEW CONTRACT AMOUNT.**

THE TIME FOR COMPLETION SHALL BE DECREASED BY () CALENDAR DAYS DUE TO THIS CHANGE ORDER. ACCORDINGLY, THE CONTRACT TIME IS NOW () CALENDAR DAYS AND THE SUBSTANTIAL COMPLETION DATE IS . YOUR ACCEPTANCE OF THIS CHANGE ORDER SHALL CONSTITUTE A MODIFICATION TO OUR AGREEMENT AND WILL BE PERFORMED SUBJECT TO ALL THE SAME TERMS AND CONDITIONS IN OUR AGREEMENT INDICATED ABOVE, AS FULLY AS IF THE SAME WERE REPEATED IN THIS ACCEPTANCE.

ACCEPTED DATE: _____

BY: _____
(CONTRACTOR)

BY: _____
(CONTRACT OR PROJECT MANAGER)