

SOLAR POWER PURCHASE AGREEMENT

by and between

[PROVIDER]

and

ALHAMBRA UNIFIED SCHOOL DISTRICT

dated

_____, 2019

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions.....	2
2. Term.....	2
3. Removal of Solar Facilities.....	2
4. Purchase and Sale of Output.....	3
5. Construction, Operation & Maintenance.....	4
6. Commercial Operation Date; Conditions Precedent; Notice to Proceed.....	6
7. Ownership of Solar Facilities, Output, Green Attributes and Environmental Financial Incentives.....	8
8. Payment.....	9
9. Purchase Options.....	10
10. Early Termination.....	10
11. Delivery; Risk of Loss.....	11
12. Metering.....	13
13. Representations, Warranties and Covenants.....	14
14. Default and Remedies.....	14
15. Dispute Resolution.....	16
16. Taxes; Liens.....	16
17. Liability and Indemnity; Insurance.....	17
18. License.....	18
19. Assignment; Cooperation and Financing.....	18
20. Confidentiality; Publicity.....	19
21. Legal Effect and Status of Agreement.....	20
22. Miscellaneous.....	21
Exhibit A – Definitions	
Exhibit B – Power Price	
Exhibit C – Termination Value	
Exhibit D – Purchase Option Value	
Exhibit E – Description of Solar Facilities	
Exhibit F – Output Guarantee Agreement	
Exhibit G – General Conditions and Technical Specifications	

SOLAR POWER PURCHASE AGREEMENT

This Solar Power Purchase Agreement (“Agreement”) is made and entered into as of this ___ day of _____, 2019, (“Effective Date”), between [PROVIDER] (“Provider”), and the Alhambra Unified School District (“District”). District and Provider are collectively referred to herein as “Parties” and individually as “Party.”

RECITALS

WHEREAS, Provider is in the business of installing and operating solar power facilities and selling electric energy generated from such facilities;

WHEREAS, Government Code section 4217.10 *et seq.* provides that public agencies may enter into an agreements, including but not limited to, lease agreements, for real property upon which alternative energy facilities may be constructed so that the public agency may purchase the energy generated from the facilities constructed on the real property under a power purchase agreement; and

WHEREAS, the governing body of the District has made those findings required by Section 4217.12 of the Government Code that: (1) the anticipated cost to the District for electrical energy services provided by the solar panel system under this Agreement will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases and (2) the difference, if any, between the fair market value of the right to access and occupy the real property subject to this Agreement and related payments under this Agreement, if any, is anticipated to be offset by below-market energy purchases or other benefits provided under this Agreement; and

WHEREAS, District desires to reduce its energy costs as well as its dependence on fossil fuel electric generating resources and to promote the generation of electricity from solar photovoltaic facilities; and

WHEREAS, Provider desires to design, install, own, maintain, and operate each photovoltaic system including all solar panels and equipment components of the solar system (each a “Solar Facility” and collectively the “Solar Facilities”) on the Site(s) owned by the District, and Provider shall sell the output from the Solar Facilities to District at those rates set forth herein (collectively the “Project”); and

WHEREAS, Provider has developed an ownership and financing structure for the Solar Facilities, which facilitates the use of certain tax incentives, and accelerated depreciation to reduce the expected investment returns of its investors, and which benefits District by offering a competitive Power Price, as defined herein; and

WHEREAS, District desires to provide Provider a license for the sole purpose of accessing District’s property to install, operate, maintain and repair a photovoltaic system; and

WHEREAS, as part of this Agreement and in consideration of the access license, Provider and District intend that Provider would obtain title, an ownership interest, and retain all financial incentives and tax benefits generated by the solar panel system and associated with the development of solar photovoltaic system, including the installation, ownership and operation of the solar panel system and the sale of energy from the system to the District.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Provider and District hereby agree as follows:

AGREEMENT

1. Definitions.

Capitalized terms used in this Agreement shall have the meanings ascribed to them herein or in the attached Exhibit A.

2. Term.

A. Term. The “Term” of this Agreement shall commence upon the Effective Date and terminate automatically on the Expiration Date (“Initial Term”). The District may renew this Agreement for up to two (2) five-year renewal terms (“Renewal Term”). The Initial Term and all subsequent Renewal Terms are referred to collectively as “Term.” This Agreement shall terminate automatically and concurrently with any termination of the Site(s) access license provided by this Agreement.

3. Removal of Solar Facilities

A. Removal of Solar Facilities. Within one hundred eighty (180) Days of the expiration or any termination of this Agreement (unless District has: (i) purchased the Solar Facilities under the terms of this Agreement; or (ii) otherwise consented in writing to allowing the Solar Facilities to remain installed on the Site(s)), Provider shall, in coordination with District and at Provider’s sole cost and expense, remove the Solar Facilities from the Site(s). Provider shall bear the cost of any required storage of the Solar Facilities if necessary during Provider’s removal of the Solar Facilities.

B. Removal and Site Restoration. Removal of the Solar Facilities shall include all installed equipment, including, but not limited to, the Solar Facilities and all tangible and structural support materials, as well as all appurtenant equipment, above and below ground (except for empty conduits). Provider shall additionally restore the Site(s) to a condition substantially similar to the pre-installation condition of the Site(s), excluding ordinary wear and tear, through reasonable efforts. Provider’s restoration of the Site(s) shall include, but is not limited to, any refinishing, landscaping, hardscaping, painting or other finish work, and cleaning. Provider shall undertake any repairs necessary as a result of such removal and restoration. The Parties shall reasonably coordinate all such removal, restoration, storage and transportation activities and dates.

C. Failure to Remove. If Provider fails to comply with this Section 3 and remove the Solar Facilities and restore the Site(s) as required within such one-hundred and eighty (180) day period, District shall have the right, but not the obligation, to remove the Solar Facilities and restore the Site(s) and charge Provider for the cost incurred by District, which cost shall include a twenty percent (20%) administrative fee. The Parties shall reasonably coordinate all such removal and pick-up activities. In the event that the Provider does not remove the Solar Facilities as specified herein, District shall also have the option of continuing to receive Output from the Solar Facilities at no cost to District until the Solar Facilities are removed by either Provider or District. This Section shall not be interpreted to limit the District’s other available lawful remedies.

4. Purchase and Sale of Output.

A. Purchase and Sale of Output. Beginning on the Commercial Operation Date and through the remainder of the Term, Provider agrees to sell and District agrees to buy Output from the Solar Facilities at the applicable “Power Price” as set forth in Exhibit B. District shall have no obligation to pay for Output delivered from the Solar Facilities after the expiration date of this Agreement or the early termination thereof.

B. Provider’s Output Guarantee. Commencing with the third (3rd) Contract Year after the Commercial Operation Date of each Solar Facility, and for such Contract Year thereafter during the Initial Term, the aggregate metered Output from each Solar Facility for the previous three (3) Contract Years (the “Measurement Period”) shall be at least ninety-five percent (95%) of the aggregate Annual Production Estimate for such Measurement Period for each Solar Facility (“Output Guarantee”); *provided*, the Output Guarantee for any Measurement Period will be reduced by the estimated generation of the Project that would have been generated during such Measurement Period, but was not generated, due to one or more of the following cause: (a) an Outage; (b) the actions or omissions of the Distribution Utility or the request or direction of the Distribution Utility; (c) a Force Majeure event; (d) buildings or structures constructed after the Commercial Operation Date overshadowing or otherwise blocking access or sunlight to the Project on or at the Sites; or (e) a breach of this Agreement by District.

If the Output delivered by the Solar Facility during any Measurement Period does not equal or exceed the Output Guarantee for such Measurement Period, Provider shall include in its next invoice(s) to District (and in the final invoice for any credit owed for the final Contract Year) a credit for the Energy Shortfall Amount). Alternatively, the District has the option to request that the Energy Shortfall Amount be paid by check independently of an invoice.

C. Resale of Output. If at any time during the term of this Agreement, District reduces its demand load requirements for Output or otherwise determines that the Distribution Utility or any other purchaser is willing to purchase Output from the Solar Facilities at a rate in excess of Power Price, District, at its option, may sell Output to the Distribution Utility or any other purchaser. If applicable and required by law, District may also request that Provider enter into negotiations with District to pursue a third-party sale agreement. Upon such request, Provider and District shall negotiate in good faith regarding the terms and conditions of the third-party sale agreement.

D. Net Metering, Credits and Storage of Output. Nothing in this Agreement shall limit the District’s ability during the term of this Agreement to participate in or otherwise take advantage of any current or future program or technology which may enable to the District to store Output at any Site or to export Output to any District site or to the Distribution Utility for any available energy credits or offsets. The District will give reasonable notice to Provider of its intention to undertake any such project or program, and will coordinate with the Provider to ensure that the Solar Facilities, the terms and conditions of this Agreement and all associated warranties are reasonably preserved.

E. Outages. Provider may suspend delivery of Output as reasonably necessary for testing, maintaining, replacing and repairing the Solar Facilities, or in response to any Distribution Utility directive or dispatch order (an “Outage”). Provider shall take all steps necessary to minimize the duration and scope of any such Outage. In the event that an Outage is caused or prolonged by Provider’s negligent act or omission, Provider shall compensate District for the difference between the electricity cost as provided by the Distribution Utility for the applicable period and the Power Price for each 15 minute interval that the Power Price is less than the electricity cost provided by the Distribution Utility. In such event, Provider shall provide the calculation and supporting documentation for determining these amounts, to the reasonable satisfaction

of the District. Except as set forth herein, District waives claims related to District's costs of purchasing energy to replace what would have been produced by the Solar Facilities but for such Outages, along within any associated net metering, or similar, benefits.

F. Distribution Utility Electric Service. District may take parallel energy services from Distribution Utility at each Site.

5. Construction, Operation & Maintenance.

A. Provider's Contractor. Provider shall ensure that any party contracting with Provider for any engineering, procurement, design, installation or construction of the Solar Facilities shall possess sufficient knowledge, experience, expertise, licensing, and financial capacity and creditworthiness necessary for satisfactory completion of Provider's obligations under this Agreement. The contractor performing the construction work on the Project shall possess a Class B or C-10 California Contractor State License, and all other required licenses for performing work under this Agreement, prior to performing any work on the Project. Provider represents and warrants that it has the financial capacity, creditworthiness and bonding sufficient to satisfy all of Provider's obligations under this Agreement, including, but not limited to, any instance of default or other failure by Provider's contractor(s) to complete the work required to satisfy Provider's obligations in this Agreement. Prior to contracting with any such party, Provider shall obtain and review the qualification of such party, and complete any necessary background check or fingerprinting required by law or the District. Provider shall further procure from contractor performance and payment bonds and any other assurances as Provider deems reasonably necessary to secure contractor's timely completion of the Solar Facilities.

B. Permits. Provider shall be solely responsible for ensuring that the Solar Facilities are constructed in compliance with all applicable laws, regulations and Permits, and in accordance with the standards set by any governmental program providing funding for the Solar Facilities, including, but not limited to, all improvements, conditions and mitigation measures required for compliance with the California Environmental Quality Act ("CEQA") and the Americans with Disabilities Act ("ADA"). Provider shall, at Provider's sole cost and expense, obtain from all Governmental Authorities having jurisdiction over the Project, all necessary Governmental Approvals and other Permits and approvals required for the installation, operation and maintenance of the Solar Facilities, including, but not limited to fire safety, California Occupational Safety and Health Administration ("OSHA"), utility interconnection, right-of-way permits, easement agreements and other related requirements.

To the extent action is required by District, District shall, upon the request of Provider, use reasonable efforts to assist Provider in obtaining and retaining Permits, licenses, releases and other approvals necessary for the design, construction, engineering, installation, operation and maintenance of the Solar Facilities. Provider shall reimburse District for costs reasonably incurred by District in assisting the Provider under this Section. Provider shall be responsible for all costs, expenses and improvements to the extent required to obtain or comply with any permits, Government Approvals or other requirement under state or federal law made necessary as a result of the Solar Facilities installation, operation and maintenance. Specifically, the Provider is required to obtain and submit all documents to close out the Project with the Governmental Authorities having jurisdiction over the Project. In addition to stamped and approved plans, Provider shall provide any required installation compliance confirmation letter(s) to any applicable Governmental Authorities.

C. Notice of Output Interruptions. Each Party shall notify the other Party as soon as reasonably practicable following its discovery of any material malfunction of any Solar Facilities or interruption in the supply of electricity from any Solar Facilities. Each Party shall designate and advise the other Party of personnel to be notified in the event of such a malfunction or interruption. Provider shall correct, or cause to be corrected, the conditions that caused the malfunction or interruption as soon as reasonably practicable. However, in no event shall Provider's response to investigate the problem and initiate appropriate corrective action be greater than 48 hours following receipt of notice or upon discovery of such malfunction or interruption. In addition, Provider shall remotely monitor the entire system on a daily basis for the presence of alarm conditions and general performance utilizing the data acquisitions systems and monitoring systems installed by the Provider at the Site(s), as described in Exhibit F.

D. Site Operations. In order to prevent any unreasonable disturbance or interruption of District's activities, Provider shall accommodate District's normal operations schedule and scope of activities conducted on the Site(s) during construction and on-going operation of the Solar Facilities pursuant to this Agreement.

E. Operation and Maintenance of Solar Facilities. Provider shall be responsible for all operations, maintenance, and repair of the Solar Facilities, except to the extent that any maintenance or repair is made necessary by the sole negligent acts or omissions or willful misconduct of the District. All maintenance, repairs and operations, shall be conducted in the manner set forth in this Agreement, and Provider shall reasonably accommodate and cooperate with the District to ensure the District's activities, facility uses, and scheduling requirements are not unreasonably impeded. Provider's repair work responsibilities shall include, but are not limited to, any repair required as a result of damage caused by the Provider or its contractors, subcontractors or vendors, to the District's facilities within a period of five (5) years following the date the damage was discovered or reasonably should have been discovered by the District. Provider is responsible for repairs and/or replacement of system components that are damaged from vandalism, theft or criminal activity.

F. Prevailing Wages. This Project is subject to compliance with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at the District's main office at the address or may be obtained online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted at the job site by Provider. Provider and all contractors and subcontractor(s) under it, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of this Agreement and the employment of apprentices. Provider hereby agrees to indemnify and hold harmless the District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with any applicable Labor Code provisions arising out of or in connection with the Project.

The Provider, its contractor(s) and subcontractor(s) shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the Project will use State funds. Pursuant to Labor Code section 1771.1, for any proposal submitted, or any contract for public work entered into, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. Provider shall post all required job site notices pursuant to the Labor Code and related regulations. Provider shall ensure that, to the extent required by law, that Provider and its contractors and subcontractors maintain current and ongoing registration status with the Department of Industrial Relations.

The Provider, its contractor(s) and subcontractor(s) shall submit records, including those specified in Labor Code section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. District may withhold \$100 for each calendar day after ten Days from Provider's receipt of a request to produce payroll records (as described in Labor Code §1776(a)) that Provider fails to produce such records.

6. Commercial Operation Date; Conditions Precedent; Notice to Proceed.

A. Conditions Precedent to Construction. Provider shall complete pre-construction activities relating to the Solar Facilities as of the dates below ("Construction Conditions Precedent"):

- (1) Within thirty (30) Days after the Effective Date, Provider shall submit to District certificates of insurance and endorsements demonstrating compliance with the requirements defined in Section 17 of this Agreement.
- (2) Within thirty (30) Days after the Effective Date, Provider shall submit to District a fully executed copy of any and all contracts entered into for the engineering, procurement and/or construction of the Solar Facilities.
- (3) Within thirty (30) Days after the Effective Date, Provider shall undertake all commercially reasonable efforts to assess the capacity of the Distribution Utility facilities, including, but not limited to, the applicable transformer(s) and conductor(s) and provide a written assessment of such to the District.
- (4) Within sixty (60) Days after the Effective Date, Provider shall submit to District for approval a 90% completed design of the Solar Facilities, a detailed construction and installation schedule and a detailed project safety plan. Provider's construction and installation schedule shall include start and completion dates for all categories of work on the Sites, including but not limited to pre-construction activities, installation of major equipment and anticipated Sites deliveries and all required submittal and procurement documentation.
- (5) Within seventy-five (75) Days after the Effective Date, Provider shall submit to District evidence that Provider has obtained and secured sufficient financing to fund Provider's obligations under this Agreement. Such evidence shall be subject to District's approval, and shall include a signed letter from the financing entity describing its intent and commitment to finance the project.

- (6) Within ninety (90) Days after the Effective Date, as may be extended by written agreement with District, due to delays outside of the Provider's control which could not have been reasonably anticipated or mitigated, Provider shall obtain or cause to be obtained all necessary Permits, entitlements, contracts and agreements required for the installation, operation and maintenance of the Solar Facilities and the sale and delivery of Output to District.

B. Completion of Condition Precedent to Construction; Termination. If Provider is unable to timely complete any of the Construction Conditions Precedent (1) through (6) above by the Construction Start Deadline (one hundred and ten (110) days after the Effective Date), District may, but is not required to, either (1) waive or extend such requirements in a written notice to Provider; or (2) terminate this Agreement without triggering the default provisions of this Agreement, including, but not limited to any default provision requiring the payment of the Termination Value, nor shall any such termination subject the District to any other liability. Upon Provider's timely satisfaction of all Construction Conditions Precedent, District shall issue a notice to proceed to Provider ("Notice to Proceed"), informing Provider that it may commence the construction of the Solar Facilities on the Site(s). Provider shall not proceed with construction of the Solar Facilities until it has received the Notice to Proceed. Provider shall promptly provide District with copies of all forms, documents and communications received or generated by Provider in connection with this Agreement.

C. Construction; Commercial Operation. Promptly upon receipt of the Notice to Proceed from District, Provider shall commence construction of the Solar Facilities and shall cause complete installation and start-up of Commercial Operation thereof on or before [INSERT TARGET DATE] (the "Commercial Operation Deadline"). Prior to the Commercial Operation Deadline, Provider shall:

- (1) Effect the execution, in coordination with the District, of all agreements required for interconnection of the Solar Facilities with the Distribution Utility, including, without limitation, the Interconnection Agreement(s) and net metering agreement(s) if applicable; and
- (2) Ensure that all necessary connections and equipment are installed in compliance with all applicable codes and standards, and that Provider has procured or caused the complete installation of all necessary equipment and protection devices to enable delivery of Output from the Delivery Points to District's facilities.

D. Commercial Operation. The "Commercial Operation Date" shall be the date on which Provider accurately notifies District of the fact that the Solar Facilities are mechanically and electrically complete and operational and providing Output through Meters to the Delivery Points under approved and executed Distribution Utility Interconnection Agreements. Provider shall cause the Commercial Operation Date to occur on or before the Commercial Operation Deadline.

Provider shall be solely liable to District for any delay by Provider or Provider's contractor(s) in completing the work, including any costs of District associated with impacts to the Sites or a delay in the Commercial Operation Date.

If Commercial Operation has not commenced on or before the sixtieth (60th) day following the Commercial Operation Deadline, District may, but shall not be required to, (1) terminate this Agreement without triggering the default provisions of this Agreement as to District or any other District liability,

including any default provision which would otherwise require payment of the Termination Value, or (2) assess liquidated damages against Provider in an amount equal to \$1,000 per calendar day.

Liquidated damages may also be applied to compensate the District for undue delays in the completion of punch list items, site clean-up, demobilization, and miscellaneous contractual obligations after Commercial Operation has been achieved. The cost to the District for administration, inspection, mileage, and other similar items would be extremely difficult to determine. For that reason, additional liquidated damages, known as Administrative Delay Liquidated Damages shall be imposed in the amount of \$500 per day, effective 30 days after Commercial Operation has been achieved. Charges will be assessed until the District agrees that all outstanding work has been completed.

E. Extension of Commercial Operation Deadline. Provider may request in writing an extension of the Commercial Operation Deadline. At the time of the request, Provider shall present District in writing with the reason for delay, confirmation that Commercial Operation shall commence within the requested extension time as well as valid and persuasive evidence demonstrating that the delay in achieving the Commercial Operation Deadline could not have been reasonably avoided by Provider. Provider's written request must also state the date on which Provider reasonably believes Commercial Operation will be achieved following such extension. The approval of the request will be at the sole discretion of District and if approved by District, Provider shall pay to District a non-refundable extension fee of \$350 per day for each day of the extended time period. To the extent that Provider fails to meet the Commercial Operation Deadline as extended by the District pursuant to this Section, the District shall have the options to terminate or assess liquidated damages as set forth in subsection D above.

F. Commercial Operation of Individual Sites. When Solar Facilities are located on multiple unique Sites, Provider may, upon completion of the respective Solar Facility and all conditions precedent to Commercial Operation as applicable to an individual Site, including, but not limited to, obtaining approval from the Distribution Utility to operate the respective Solar Facility, provide and sell Output to the District through the Site's Delivery Point utilizing the Contract Year 1 Power Price outlined in Exhibit B.

7. Ownership of Solar Facilities, Output, Green Attributes and Environmental Financial Incentives.

A. Ownership of Solar Facilities. Title to each of the Solar Facilities shall remain with Provider during the Term unless and until District exercises its option to purchase the Solar Facility(ies) as set forth herein. None of the Solar Facilities, including, but not limited to any components thereof may be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by District. District shall not cause or permit the Solar Facilities or any part thereof to become subject to any lien, encumbrance, pledge, levy or attachment arising by, under or through District. Provider shall bear all risk of loss with respect to the Solar Facilities, except for losses arising from the negligence or willful acts or omissions by District or its agents or employees. Provider shall be solely responsible for the Solar Facilities' operation and maintenance in compliance with all applicable laws, regulations and Permits. Provider shall not be responsible for the cost or expense of any maintenance required as a direct result of the District's negligence or willful misconduct.

B. Ownership of Output, Green Attributes and Environmental Financial Incentives. District is the exclusive owner of any Environmental Financial Incentives associated with the construction, ownership and operation of the Solar Facilities. Provider will assign its interest (if any) in all such credits and other financial incentives to District. District is the exclusive owner of, and may assign or sell in its sole discretion, all Green Attributes, including, but not limited to, Renewable Energy Certificates ("REC"), and REC Reporting Rights, attributable to the Solar Facilities and the Output therefrom. Without

additional charge to District, Provider shall take and bear the costs of all steps necessary to secure and perfect District's interest in the Green Attributes, including, but not limited to, registering the RECs with WREGIS. The Parties agree to subsequently negotiate in good faith the ownership of any additional benefit or incentive associated with this Agreement which did not exist at the time this Agreement was entered into.

8. Payment.

A. Invoices. Provider shall provide an invoice for each Solar Facility to the District on a monthly basis, by the 15th day of each calendar month following the Commercial Operation Date of the Solar Facility. Each invoice will set forth (i) the Output delivered to District in the preceding month, (ii) the Power Price for such month, (iii) the total amount to be paid by District to Provider for Output delivered in the preceding month, (iv) the year and month of the Agreement term, (v) Annual Production Estimate for the relevant year as set forth in Exhibit B, (vi) running total of Annual Production Estimate for the relevant year as set forth in Exhibit B versus cumulated actual Output for the relevant year, (vi) and any applicable offsets or credits to such invoice amounts.

B. Due Date. The Power Price and all other payments shall be in U.S. Dollars and paid by wire transfer, check, or automated check handling (ACH) payment delivered to Provider at the address specified herein within forty-five (45) Days of the date the invoice is received by the District ("Due Date"). If the Due Date is a weekend or a bank holiday, payment will be due the next following business day.

C. Payment Disputes. In the event a Party disputes all or a portion of an invoice, or any other claim or adjustment arises, such disputes shall be resolved pursuant to Section 15.

9. Purchase Option.

A. Purchase of Solar Facilities. Unless District is in default of its obligations under this Agreement, District shall have the option to purchase all of Provider's right, title, and interest in and to each Solar Facility on the sixth (6th), tenth (10th) and fifteenth (15) anniversaries of the Commercial Operation Date or upon expiration of the Term hereof ("Purchase Option"). If District wishes to exercise its Purchase Option, it must provide notice to Provider at least ninety (90) Days in advance of any such anniversary or the expiration of the Term. The purchase price shall be the greater of (1) the Fair Market Value, as defined under this Agreement, of the Solar Facility as of the applicable anniversary date or the expiration of the Term or (2) the applicable Purchase Option Price indicated in Exhibit D. Upon the exercise of the Purchase Option and Provider's receipt of all amounts then owing by District under this Agreement, the Parties will execute all documents necessary for the purchase and sale of the Solar Facility, including but not limited to, the delivery of the purchase price, the transfer of title to the Solar Facility, and to the extent transferable, the remaining period, if any, on all warranties and Environmental Financial Incentives and Green Attributes for the Solar Facility to District. Provider shall remove any encumbrances placed or allowed on the Solar Facility by Provider. On the date on which Provider transfers title to all of the Solar Facilities to District in accordance with this Section, this Agreement shall terminate without default or penalty to District.

B. Fair Market Value. The "Fair Market Value" of the Solar Facilities shall be the value thereof as determined by a nationally recognized independent appraiser selected by the Parties, with experience and expertise in the solar photovoltaic industry to value such equipment. The Fair Market Value of the Solar Facilities shall be based upon its fair market value in continued use, and including the costs of removal, shipping and reinstallation, as a cost credit against the value of the Solar Facilities. The valuation made by the

appraiser shall be binding on the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. If the Parties are unable to agree on the selection of an appraiser, such appraiser shall be selected by the two appraiser firms proposed by each Party.

10. Early Termination.

A. Provider's Early Termination Rights. Provider shall have the right, but not the obligation, to terminate this Agreement without triggering the default provisions of this Agreement or any liability under this Agreement prior to expiration of its Term upon the occurrence of:

- (1) An unstayed order of a court or administrative agency, or a change in state or federal law or regulation, imposing a cost, regulation or other requirement upon the sale of Output which precludes the Provider from providing Output pursuant to this Agreement. Such termination shall be conditioned upon Provider's proof of the financial impossibility and violation of Provider's Solar Facilities financial arrangement to the reasonable satisfaction of the District.
- (2) Condemnation, destruction or other material damage to the Sites that results in the termination of the access license to such Site(s).

In the event Provider exercises its right under this Section, District may elect to either (a) purchase the Solar Facilities at Fair Market Value as of the time of Provider's notice; or (b) require Provider to remove the Solar Facilities within one hundred eighty (180) days at Provider's sole cost and expense and restore the Site as required in Section 3.

B. District's Early Termination Rights. If District ceases to conduct operations at or vacates a Site on or before the seventh (7th) anniversary of the Commercial Operation Date, Provider may, but shall not be required to, deem District in default of this Agreement. On or after the seventh (7th) anniversary of the Commercial Operation Date, District may, upon payment to Provider of the Termination Value applicable to such Site and without further penalty hereunder, terminate this Agreement solely as to the Site affected. Provider shall remove the Solar Facilities at the affected Site in accordance with Section 3.

11. Delivery; Risk of Loss; Relocation.

A. Output Specifications. Provider shall ensure that all energy generated by the Solar Facilities conforms to Distribution Utility specifications for energy being generated and delivered to the Sites' electric distribution systems, which shall include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of Distribution Utility testing and verification, and all related costs.

B. Transfer of Output. Provider shall be responsible for the delivery of Output to the Delivery Points. Provider shall undertake all commercially reasonable efforts to assess the capacity of the Distribution Utility transformer(s) and conductor(s). To the extent any subsequent upgrade to such facilities is required and not performed and funded by the Distribution Utility, the Provider shall cause such upgrades to be completed at its sole cost and expense. Title and risk of loss of the Output shall pass from Provider to District upon delivery of the Output from the Delivery Points to the District. To the extent applicable to the Project, prior to the start of construction of the Solar Facilities, Provider shall use commercially reasonable efforts to assist District in District's selection of equipment installations on District's side of any Delivery Point.

C. Relocation. On or after the seventh (7th) anniversary of the Commercial Operation Date, District may, at its option, require that the Solar Facilities be permanently relocated, either on an existing Site or to another site owned and operated by District, at a location with at least equal insolation to the existing Site and reasonably acceptable to both Parties (the "Relocation Site"). District shall give Provider at least sixty (60) calendar Days' notice of District's need to move or relocate the Solar Facilities. Following agreement on a Relocation Site, the Parties will amend this Agreement to memorialize the required changes in the definition of "Sites."

District shall pay the reasonable costs arising in connection with the relocation of the Solar Facilities, including removal costs, necessary storage costs, re-installation, re-commissioning costs, and any applicable interconnection fees. District shall additionally compensate Provider for any revenue during the period in which energy cannot be generated and delivered to District from the Solar Facilities being relocated, at the District Suspension Rate, as defined below, prorated as needed to apply on a daily basis. District shall also execute such consents or releases reasonably required by Provider or Provider's financing parties in connection with the relocation. Within thirty (30) Days of agreement on a Relocation Site, Provider will provide District with a calculation of the estimated time required for such relocation, and the total anticipated amount of lost revenues and additional costs to be incurred by Provider as a result of such relocation. District will have twenty (20) Days to review the calculation and make, in writing, any objections to the calculation.

If an acceptable Relocation Site cannot be located, this Agreement shall terminate with respect to the applicable Site or Sites, upon Provider's thirty (30) Days' written notice. In the event that an acceptable Relocation Site cannot be agreed upon, District shall pay Provider an amount equal to the Termination Value for the Site requiring termination. In the event of a termination occurring under this Section, Provider shall remove the Solar Facilities and restore the Site in accordance with Section 3, at no additional cost to the District.

D. Temporary Suspension by District. Notwithstanding any other provision of this Agreement, District shall have the right, upon written notice to Provider, to temporarily suspend operations and facility Output for any reason. District shall have the right, upon written notice to Provider, to temporarily render each Solar Facility non-operational for up to forty eight (48) hours per year without penalty or charge by Provider. If District requires temporary suspension of any Solar Facility for more than forty-eight (48) hours in a given year, District shall pay to Provider an amount, prorated as necessary, equal to the amount of the average monthly payment for power purchased pursuant to this Agreement for the preceding twelve (12) months, or for the entire period the Solar Facility has been in Commercial Operation if less than twelve (12) months, for the period of time during which the Solar Facility is not in Commercial Operation in excess of forty eight (48) hours ("District Suspension Rate") due to the temporary suspension by District.

E. Temporary Suspension by Provider. Provider shall have the right, upon written notice to District, to temporarily render each Solar Facility non-operational for up to forty eight (48) hours per year without penalty or charge by District. If Provider renders any Solar Facilities non-operational for a period in excess of forty eight (48) hours, Provider shall pay to District a monthly payment (prorated as needed) equal to the difference between the cost to District of purchasing energy from the Distribution Utility during the Solar Facilities' period of non-operation and the average monthly cost of power purchased under this Agreement for the preceding twelve (12) months, or for the entire period the Solar Facilities have been in Commercial Operation if less than twelve (12) months, for the period of time during which the Solar Facilities are non-operational.

F. Change in Conditions. If District requests an increase in the Output delivered to the Sites, the Parties agree to use good faith efforts to increase such capacity. If Provider and District are not able to reach an agreement for such additional Output, District may, at its sole discretion, obtain the services of a third party for such purposes, provided that such additional third party provided services and any site access license shall not interfere with Provider's right, title and interest in the Solar Facilities under this Agreement.

G. Performance and Payment Bonds. Prior to commencing any portion of the work on the Project, the Contractor shall apply for and furnish the District with separate payment and performance bonds for such work which shall cover 100% faithful performance of and payment of all obligations arising under this Agreement and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on forms subject to the District's reasonable approval. To the extent available, the bonds shall provide that no change or alteration of the Contract Documents, extensions of time, or modifications of the time or terms, will release the surety. If the Contractor fails to furnish the required bond, the District may terminate the Agreement for cause without resulting in any default of the District.

H. Provider shall make no alteration to any Solar Facility after the Commercial Operation Date intended or reasonably anticipated to permanently increase the nameplate capacity or Output of the Solar Facility without express written approval by the District. Notwithstanding the foregoing, Provider may alter the Solar Facility's nameplate capacity on a temporary basis when performing maintenance and repair activities provided that Provider returns the Solar Facility's nameplate capacity to that as of the Effective Date upon the completion of such activities. As used in this Agreement, the term nameplate capacity means the maximum power output of the Solar Facility which can be delivered by the Provider to the District at the delivery point.

12. Metering.

A. Meter. Provider shall provide and maintain a standard revenue grade meter and electronic data acquisition system at each Delivery Point (each a "Generation Meter", collectively "Generation Meters") to measure the actual amount of electricity supplied to the District by each Solar Facility on a continuous basis. Meters shall be installed and maintained at Provider's sole expense and shall be located within no more than ten (10) feet from the Delivery Point at each Site.

B. Meter Testing. Provider shall arrange for all Meters to be tested once per year, at least three (3) months prior to the end of District's fiscal year. The tests shall be conducted by independent third parties who are qualified to conduct such tests. Provider shall bear all costs and expenses associated with annual Meter testing. District shall be notified ten (10) Days in advance of such tests and shall have a right to be present during such tests. Provider shall provide District with the detailed results of all Meter tests.

In addition, the Meters shall be inspected and tested for accuracy at such other times as District may reasonably request, but in no event more than once every six (6) month period. District shall bear the cost of the additionally requested Meter testing, unless such test shows that a Meter was inaccurate by more than two percent (2%), in which case the Provider shall bear the Meter testing costs.

C. Cost of Meter Repair. If the Meter testing demonstrates that a Meter was operating outside of its allowable calibration (+/- 2%), then the Provider will pay for the cost of the repairs, or

replacement, necessary to restore a Meter to proper working order. If a Meter is found to be inaccurate by more than two percent (2%), Invoices from the prior six (6) months, or from the last time such Meter was registering accurately, whichever is less, shall be adjusted in accordance with Section 8, except that District shall not be obligated to pay interest on any amount found to be due because Meter was operating outside of its allowable calibration (+/- 2%). Provider shall submit any request for an adjustment in a fiscal year to District no later than two (2) months prior to the end of District's fiscal year on June 30, and District shall not be obligated to pay any adjustment for a prior fiscal year that was not submitted to District within two months of the end of such prior fiscal year on June 30. District may withhold payments to Provider if a Meter has registered production in excess of 2% of the Output delivered to District and Provider fails to provide District with the appropriate payment pursuant to Section 8 for the amount which the District overpaid to Provider as a result of the Meter being outside of the established calibration range.

D. Meter Data. Provider shall gather and maintain the data from a Meter, including but not limited to interval data registered at least once every fifteen (15) minutes (the "Meter Data") and shall make such Meter Data available to District or maintain the Meter Data such that the District can access the Meter Data remotely through a secure internet site or such other remote access as the Parties mutually agree to.

E. Meter Data Audit. District shall have the right to audit the Invoices and/or the Meter Data once per calendar year per Solar Facilities. If the audit reveals that District has been overcharged by more than two percent (2%), Provider shall bear the cost of such audit, but in all other cases District shall bear the cost of such audit.

F. Maintenance of Meter Data. The Parties shall maintain all records related to Invoices and Meter Data for a period of the greater of (i) 48 months from the date of such Invoice or Meter Data, or (ii) as otherwise required by law. Such records shall be available for audit as described in above.

13. Representations, Warranties and Covenants.

A. Authorization and Enforceability. Each Party represents to the other Party as of the Effective Date that: (i) such Party is duly organized, validly existing and in good standing under the laws of the state of its formation; (ii) the execution and delivery by such Party of, and the performance of its obligations under, this Agreement has been duly authorized by all necessary action, does not and will not require any further consent or approval of any other Person, and does not contravene any provision of, or constitute a default under such Party's organizational documents, any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject; and (iii) this Agreement constitutes the legal and valid obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or similar laws relating to or affecting creditors' rights generally and general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

B. Insolation. District agrees that access to sunlight ("Insolation") is essential to Provider's ability to provide the projected Output, and is a material inducement to Provider in entering into this Agreement. Accordingly, District shall not permit any interference with Insolation available to the Solar Facilities. If District becomes aware of any potential development, foliage or trees, or other activity on adjacent or nearby properties that will diminish the Insolation to the Sites or the Solar Facilities, District shall advise Provider of such information and reasonably cooperate with Provider in reasonable measures taken by Provider in an attempt to preserve existing levels of Insolation at the Sites and the Solar Facilities.

C. Notice of Damage. Each Party shall promptly notify the other Party of any matters it is aware of pertaining to any damage to or loss of the use of any Solar Facilities or that could reasonably be expected to adversely affect any Solar Facilities.

14. Default and Remedies.

A. Events of Default. In the event of a Party's breach of any performance obligation hereunder or breach of any representation, warranty, covenant or term of this Agreement, the non-defaulting Party shall provide the defaulting Party with written notice of the default, which notice shall describe the default in reasonable detail. Following the date of receipt of written notice of default, the defaulting Party shall have thirty (30) Days to cure any payment default and forty-five (45) days to cure any other breach or default described in this Agreement; provided, however, that with respect to non-payment defaults, the cure period shall be extended by the number of days (not to exceed an additional ninety (90) Day period) during which an event of Force Majeure is occurring or during which the defaulting Party has begun corrective action and continues to diligently pursue, using commercially reasonable efforts, the completion of such corrective action.

B. Event of Default. In addition to the foregoing, with respect to a Party, there shall be an event of default (each an "Event of Default") if:

- (1) such Party fails to timely pay any amount due;
- (2) such Party concedes in writing to its inability to pay its debts generally as they become due;
- (3) such Party files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, City or territory thereof;
- (4) such Party makes an assignment for the benefit of creditors in connection with bankruptcy proceedings;
- (5) such Party consents to the appointment of a receiver of the whole or any substantial part of its assets;
- (6) such Party has a petition in bankruptcy filed against it, and such petition is not dismissed within 60 Days after the filing thereof;
- (7) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of such Party's assets, and such order, judgment or decree is not vacated or set aside or stayed within 60 Days from the date of entry thereof;
- (8) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of such Party's assets and such custody or control is not terminated or stayed within 60 Days from the date of assumption of such custody or control;
- (9) such Party ceased its legal existence or ceases doing business or otherwise dissolves;

(10) such Party breaches a material term of this Agreement; or

C. Provider Remedies. If an event of default by District under Sections 14(A) or 14(B) has occurred and is continuing, then following the expiration of any applicable cure period, Provider may at its discretion: (i) suspend performance under this Agreement, (ii) seek specific performance from a court of appropriate jurisdiction pursuant, and/or (iii) terminate this Agreement, and as Provider's sole and exclusive remedy in connection with such termination, require District to pay to Provider as liquidated damages, and not as a penalty, the Termination Value for the Solar Facilities, and any and all amounts then owed Provider for Output delivered to District as of the date of such termination pursuant to this Agreement. In the event of such termination, Provider shall remove the Solar Facilities in accordance with Section 3, at Provider's sole cost and expense.

D. District Remedies. If an event of default by Provider under Sections 14(A) or 14(B) has occurred and is continuing, then following the expiration of any applicable cure period, District may at its discretion: (i) suspend performance under this Agreement, (ii) seek damages or specific performance from a court of appropriate jurisdiction, and/or (iii) terminate this Agreement. In the event that District terminates this Agreement pursuant to this Section, District may elect to either (a) purchase the Solar Facilities at Fair Market Value as of the time of the event of default; or (b) require Provider to remove the Solar Facilities within one hundred eighty (180) Days at Provider's sole cost and expense and restore the Site as required in Section 3.

15. Dispute Resolution. The Parties agree to make a good faith attempt to resolve any and all controversies, claims, disagreements, or disputes between the Parties arising out of or related to this Agreement ("Dispute"). In the event of any Dispute, either Party may give notice of the dispute to the other Party. In the event a Party Disputes all or a portion of an invoice or other payment, the disputing Party shall timely pay any undisputed portion of such amount due. The Parties shall first use good faith, reasonable, diligent efforts to resolve the dispute within ninety (90) Days from the date of such notice. If the Parties do not resolve their dispute within ninety (90) Days of notice, then the Parties may, upon mutual agreement, submit to mediation before a mutually agreed upon mediator. In the event the dispute is not resolved through mediation, the Parties may pursue their legal rights through any other legally permissible means.

16. Taxes; Liens.

A. Taxes. Provider shall pay any income taxes imposed on Provider due to the sale of energy under this Agreement. District shall pay all real property taxes and assessments applicable to the Sites. This Agreement may result in the creation of a possessory interest (Rev. & Tax. Code § 107.6). If such a possessory interest is vested in Provider, Provider may be subjected to the payment of personal property taxes levied on such interest in the Solar Facilities. Provider shall be responsible for the payment of, and shall pay before becoming delinquent, all taxes, assessments, fees, or other charges assessed or levied upon Provider, the Project and the Solar Facilities. Provider further agrees to prevent such taxes, assessments, fees, or other charges from giving rise to any lien against the Site(s) or any improvement located on or within the Site(s). Nothing herein contained shall be deemed to prevent or prohibit Provider from contesting the validity or amount of any such tax, assessment, or fee in the manner authorized by law. Provider shall be responsible for payment of any personal property taxes, possessory interest taxes, permit fees, business license fees and any and all fees and charges of any nature levied against the Solar Facilities and operations of Provider at any time. If bills for taxes on Solar Facilities are received by the District, District shall remit such bills to Provider.

B. Liens. Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the Site(s) or District's interest therein. If Provider breaches its obligations under this Section, it shall immediately notify the District in writing, shall promptly cause such lien to be discharged and released of record without cost to District, and shall defend and indemnify District against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such lien.

17. Liability and Indemnity; Insurance.

A. Indemnity. To the fullest extent provided for by law, each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party, its directors, officers, employees, and agents (each, an "Indemnified Party") from and against any and all claims, whether or not involving a third-party claim, including demands, actions, damages, loss, costs, expenses, and attorney's fees (collectively, "Indemnity Claims"), arising out of or resulting from any breach, negligent act, error or omission or intentional misconduct by the Indemnifying Party or its trustees, directors, officers, employees, contractors, subcontractors or agents under the terms of this Agreement; provided, however, that the Indemnifying Party will not have any obligation to indemnify the Indemnified Party from or against any Indemnity Claims to the extent caused by, resulting from, relating to or arising out of the negligence or intentional misconduct of an Indemnified Party or any of its directors, officers, employees or agents.

If an Indemnified Party determines that it is entitled to defense and indemnification under this Section, such Indemnified Party shall promptly notify the Indemnifying Party in writing of the Indemnity Claim and provide all reasonably necessary or useful information, and authority to settle and/or defend Indemnity Claim. Defense and indemnification provided by the Indemnifying Party under this Section shall be provided with legal counsel reasonably agreed to by the Identified Party. No settlement that would impose costs or expense upon the Indemnified Party shall be made without such Party's written consent.

B. Insurance.

(1) Provider Insurance. At all times during the term of the PPA, and any necessary extension thereof for removal of the Solar Facilities from the Property, Provider and all sub-contractors, shall obtain, maintain and keep in full force and effect the following insurance for coverage of all obligations and associated activities under this Agreement, including but not limited to the use and occupancy of the Site(s), the business operated by the District thereon, and the construction, installation, operation, maintenance and repair of the Solar Facilities, in the amounts, and with the conditions required, as set forth herein. Provider's and its subcontractors' insurance policies shall be primary and non-contributory to any insurance or self-insurance maintained by District. Each policy required in (b)(c)(d) below shall include an additional insured endorsement in favor of the District with an additional insured endorsement for both ongoing and completed operations as it pertains to (b), and shall include an endorsement specifying that such coverage is primary and non-contributory as to any other coverage available to the additional insured. Provider shall, within thirty (30) days of the Effective Date of this Agreement and annually thereafter or as requested by the District, provide certificates of insurance and endorsements demonstrating compliance with the requirements of this Section.

a. Workers' Compensation Insurance for Provider's employees to the extent of statutory limits and Occupational Disease and Employer's Liability Insurance for not less than \$1,000,000 per occurrence.

- b. Commercial General Liability Insurance with a \$2,000,000 per occurrence and \$5,000,000 aggregate limit of liability for Bodily Injury, Personal and Advertising Injury and Property Damage Liability, including coverage for Contractual Liability and Products and Completed Operations Liability.
 - c. Automobile Liability Insurance with limits not less than: Bodily Injury coverage at \$2,000,000 each accident, and Property Damage coverage at \$2,000,000 each accident.
 - d. Excess Liability Insurance in an aggregate amount of not less than \$5,000,000 providing greater limits of insurance to Provider's Employer's Liability, Commercial General Liability and Automobile Liability Insurance. The policy shall be written on a following form. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance policy.
 - e. Professional Liability Insurance for errors and omission as appropriate to a professional designing the Project with limits of not less than \$1,000,000 on a claims made basis to continue through completion of construction plus two (2) years thereafter.
 - f. Builder's Risk/Installation Floater Insurance in a sufficient amount to protect Provider's property, materials, tools and other financial interests on the Project.
- (2) District Insurance. The District represents that it maintains and covenants that it shall maintain during the Term (i) insurance sufficient to insure it against loss or destruction of the Site(s), including losses occasioned by operation of the Solar Facilities, and (ii) general liability insurance including bodily injury, property damage, contractual and personal injury. Notwithstanding the foregoing, District reserves the right to provide insurance coverage under a Joint Powers Authority, subject to the terms and conditions prescribed by such Authority.
- (3) Waiver of Subrogation. Provider shall cause each insurance policy obtained by them to include a waiver of subrogation or waiver of the transfer of rights of recovery against the District by the insurer in connection with any damage covered by any policy of Provider.
- (4) Provider shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements stated herein.
- (5) No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Provider or Provider's broker has provided written notice to District, Architect, and Construction Manager stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

- (6) All of Provider's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: XI**.

18. License. District grants to Provider a revocable non-exclusive license for the sole purpose of access to, on, over, under and across the Site(s) for the purposes of undertaking the work required by Provider under this Agreement, including: installing, constructing, inspecting, operating, owning, maintaining, accessing, repairing, removing and replacing the Solar Facilities (the "License"). During the period of time between and including the date of the Notice to Proceed and the Commercial Operation Date, the License shall include, subject to the scheduling and activity needs of the District, the reasonably necessary use of District Site(s) for the reasonably necessary construction and installation activities under this Agreement, including, but not limited to, staging areas. District shall have no liability whatsoever in connection with property or equipment of Provider or Provider's contractor(s), subcontractors or vendors. The License term shall continue until the date that is one hundred eighty (180) days following the date of expiration or termination of this Agreement. Provider shall notify District prior to entering the Site(s) except in situations where there is imminent risk of damage to persons or property.

19. Assignment; Cooperation with Financing.

A. Assignment by Provider. Except as expressly provided in this Agreement, Provider may not sell, transfer, or assign its rights under this Agreement or any right, interest, or obligation therein (collectively, an "Assignment"), until at least twenty four (24) months have expired following the Commercial Operation Date, and only upon the prior written consent of District, which consent may not be unreasonably withheld, conditioned or delayed, provided that any assignee possesses all required skills, knowledge, expertise, experience, and financial capacity and creditworthiness necessary to perform Provider's obligations under this Agreement, and assumes in writing the obligations of Provider under this Agreement. Provider shall provide District with no less than sixty (60) Days' notice of the request to transfer ownership of the Project. Notice shall identify the party purchasing the Project and provide sufficient detail of the proposed owner for District to evaluate the new owner. Notice shall include, but not be limited to, the following details of the proposed owner: Experience with power purchase agreements and current portfolio; Past two years of financials; Proof of insurance, meeting District requirements and naming the District; Confirmation of operations and maintenance provider and outline of operations and maintenance program if different from existing; Details and example of annual report and invoicing; and Confirmation that all terms under this Agreement and any related documents and agreements will be performed. Notwithstanding the foregoing, Provider may, without the prior written consent of District, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any secured party in connection with any financing for the ownership, acquisition, construction, operation or use of the Solar Facilities as set forth in subsection B, or (ii) assign this Agreement to an affiliate of Provider which is controlled by Provider or under common control with Provider. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

B. Collateral Assignment by Provider for Financing Purposes. In the event Provider assigns its rights under this Agreement as security in connection with any financing transaction entered into by Provider, Provider may mortgage or grant a security interest in this Agreement and the Solar Facilities, and may collaterally assign this Agreement and the Solar Facilities to any mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as "Secured Parties"), provided that any such collateral assignment of this Agreement by Provider shall not release Provider from its obligations or liabilities under this Agreement. District agrees to not unreasonably withhold,

condition or delay its compliance with any reasonable request that District execute any consent, estoppel agreement or other documents related to such financing transaction as may reasonably be required by such Secured Parties.

C. Assignment by District. Except as otherwise provided in this Agreement, District may assign its rights under this Agreement only upon the prior written consent of Provider, which consent may not be unreasonably withheld, conditioned or delayed; provided that any such assignee (a) is of equal or greater creditworthiness than District and (b) assumes in writing the obligations of District under this Agreement. Notwithstanding the foregoing, District may assign its rights under this Agreement without Provider's consent to any Person succeeding to all or substantially all of the assets of District of equal or greater creditworthiness than District, and provided, further, that any such transferee or assignee assumes in writing the obligations of District under this Agreement.

20. Confidentiality; Publicity.

A. Confidential Information. Any financial, statistical, personal, technical and other data and information relating to a Party's operations which are made available to the other Party in order to carry out this Agreement shall be reasonably protected by such other Party from unauthorized use, except to the extent that disclosure thereof is required to comply with applicable law, including but not limited to the California Public Records Act. The disclosing Party shall identify all confidential data and information at the time it is provided. Confidentiality does not apply to information, which is known to a receiving Party from other sources, which is otherwise publicly available or which is required to be disclosed pursuant to an order or requirements of a regulatory body or a court.

B. Disclosure. Other than under the REC Reporting Rights and except as may be required by applicable law, including but not limited to, the California Public Records Act, or as otherwise identified above, neither Party shall make any disclosure of any designated confidential information related to this Agreement without the specific prior written approval from the other of the content to be disclosed and the form in which it is disclosed, except for such disclosures to the Parties' financing sources, creditors, beneficiaries, partners, members, officers, employees, agents, consultants, attorneys, accountants and exchange facilitators as may be necessary to permit each Party to perform its obligations hereunder and as required to comply with applicable laws or rules of any exchange upon which a Party's shares may be traded. Notwithstanding the foregoing, nothing contained herein shall be deemed to restrict or prohibit District from complying with applicable law regarding disclosure of information, including but not limited to the California Public Records Act.

C. Publicity. The Parties share a common desire to generate favorable publicity regarding the Solar Facilities and their association with it. The Parties agree that they may, from time to time, issue press releases regarding the Solar Facilities and that they shall reasonably cooperate with each other in connection with the issuance of such releases. Each Party agrees that it shall not issue any press release regarding the Solar Facilities without the prior written approval from the other of the content to be disclosed and the form in which it is disclosed, and each Party agrees not to unduly withhold, condition or delay any such approval. In addition, the Parties hereby agree that (i) the District may publicize that it is serving as a "solar host" for the Solar Facilities; (ii) Provider may publicize that it is serving as the developer, owner and/or operator of the Solar Facilities; and (iii) each Party may display photographs of the Solar Facilities and disclose the nameplate capacity rating of the as-built Solar Facilities in its advertising and promotional materials, provided that any such materials identify District as the solar host and Provider as the owner, operator and developer, of the Solar Facilities and all information shall be

consistent with this Agreement. Without limitation of the foregoing, Provider agrees to share with District, in digital format, any photographs and other schematics taken by Provider of the Sites and the Solar Facilities, and further agrees that District may use such photographs and other schematics for the purpose of marketing and promoting District's operations.

21. Legal Effect and Status of Agreement.

A. District Not Operator. Neither District nor any Party related to District shall have the right or be deemed to operate the Solar Facilities for purposes of Section 7701(e)(4)(A)(i) of the Internal Revenue Code.

B. Burdens/Benefits of Solar Facilities Ownership. Notwithstanding any provision to the contrary under this Agreement, neither District nor any Party related to District shall (a) bear or be deemed to bear any significant financial burden if there is nonperformance by Provider under this Agreement, as the phrase "any significant financial burden if there is nonperformance" is used in Section 7701(e)(4)(A)(ii) of the Internal Revenue Code; or (b) be deemed to receive any significant financial benefit if the operating costs of the Solar Facilities are less than the standard of performance and/or operation set forth in this Agreement, as the phrase "significant financial benefit if the operating costs of such facility are less than the standards of performance or operation" is used in Section 7701(e)(4)(A)(iii) of the Internal Revenue Code.

C. No Capital Lease; Forward Contract. The Parties acknowledge and agree that for accounting or tax purposes, this Agreement is not and shall not be construed as a capital lease and, pursuant to Section 7701(e)(3) of the Internal Revenue Code, this Agreement is and shall be treated by each Party as a service contract for the sale to the District of electric energy produced at alternative energy Solar Facilities. Each of the Parties agrees that it will not dispute that (i) the transaction contemplated by this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code and (ii) each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

22. Miscellaneous.

A. Amendments. This Agreement may be amended only in a writing signed by both Provider and District or their respective successors in interest.

B. Notices. Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight courier service, or personally delivered to a representative of the receiving Party, or sent by facsimile or email (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section). All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below. A Party may change its address by providing written notice to the other Party in accordance with this Section.

If to District:

Alhambra Unified School District
Attention: George Murray
1515 West Mission Road
Alhambra, CA 91803
Phone: 626-943-6500

If to Provider:

[PROVIDER]
Attention: [CONTACT]
[ADDRESS]
[ADDRESS]
Phone: [PHONE NUMBER]

Facsimile: 626-943-8043
Email: murray_george@ausd.us

Facsimile: [FAX NUMBER]
Email: [EMAIL ADDRESS]

C. Non-Waiver. The failure, delay or forbearance by either Party to exercise any of its rights or remedies under this Agreement or to provide written notice of any default to a defaulting Party, will not constitute a waiver of such rights or remedies. No Party will be deemed to have waived any right or remedy unless it has made such waiver specifically in writing. The waiver by either Party of any default or breach of any term, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, condition or provision, or any other term, condition or provision contained herein.

D. No Set-Off. Except as otherwise set forth herein, each Party hereby waives all rights to set-offs of amounts due hereunder. The Parties agree that all amounts due hereunder are independent obligations and shall be made without set-off for other amounts due or owed hereunder.

E. Intellectual Property. Nothing in this Agreement shall be construed to convey to District a license or other right to trademarks, copyrights, technology or other intellectual property of Provider.

F. Severability. Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

G. Survival. Any provision of this Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

H. Headings. The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

I. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California (without regard to its conflict of laws principles). The venue for any dispute arising out of or relating to this Agreement shall be in Los Angeles County, California.

J. Binding Effect. This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

K. No Partnership. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

L. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto, other than the Indemnitees and any Secured Parties.

M. Counterparts. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Electronic, facsimile or copies of signature pages shall have the same force and effect as originals.

N. Further Assurances. Upon the receipt of a written request from a Party, each Party shall execute such additional documents, instruments, estoppels and assurances, and take such additional actions, as are reasonably necessary and desirable to carry out the terms and intent hereof, including but not limited to an Interconnection Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

O. Entire Agreement. This instrument and the documents referenced herein represent the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

DISTRICT:

Alhambra Unified School District

By: _____

Name:

Title:

PROVIDER:

[PROVIDER]

[PROVIDER]

By: _____

Name:

Title:

By: _____

Name:

Title:

Exhibit A

Definitions

1. "Annual Production Estimate" means, for each Solar Facility, the estimated energy production for a Contract Year as set forth in Exhibit F.
2. "Applicable Law" means, with respect to any person, any law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, injunction, registration, license, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such person or its property, as any of the foregoing may be amended from time-to-time, and any corresponding provisions of any successor to the foregoing, together any rules or regulations promulgated under such successor.
3. "Assignment" means as defined in Section 19A.
4. "Authorities Having Jurisdiction" shall mean the governmental organization, office or individual responsible for approving equipment, an installation or a procedure.
5. "Construction Conditions Precedent" shall have that meaning as set forth in Section 6(A) of the Agreement.
6. "Construction Start Deadline" shall have that meaning as set forth in Section 6(B) of the Agreement.
7. "Contract Year" means a period of twelve (12) consecutive months (except in the case of the first Contract Year which may be longer) with the first Contract Year commencing on the Commercial Operation Date and each subsequent Contract Year commencing on the anniversary of the first day of the first month following the Commercial Operation Date.
8. "Commercial Operation" means that (a) the Project is operating and able to produce and deliver Energy to District pursuant to the terms of this Agreement; (b) Provider has received all local, state and federal Permits and other approvals as may be required by Law for the construction, operation and maintenance of the Project, including approvals, if any, required under the California Environmental Quality Act for the Project and related interconnection facilities.
9. "Commercial Operation Date" means the date on which Provider achieves Commercial Operation for the Project.
10. "Commercial Operation Deadline" shall have that meaning as set forth in Section 6(C) of this Agreement.
11. "Days" shall mean calendar days, unless otherwise specified.
12. "Delivery Point" means each energy delivery point within each Site's electrical system on District's side of the Site's Distribution Utility meter, as designated in the applicable Distribution Utility Interconnection Agreement.
13. "Distribution Utility" shall Southern California Edison.
14. "Energy" means electrical energy measured in kWh.

15. “Energy Shortfall Amount” means an amount equal to the product of: (i) the Output Guarantee Rate, multiplied by (ii) the difference between the delivered Output for such Measurement Period and the Output Guarantee for such Measurement Period.
16. “Environmental Financial Incentives” means each of the following financial rebates and incentives that is in effect as of the Effective Date or may come into effect in the future: (1) production, energy, or investment tax credits associated with the development, construction, ownership or operation of the Solar Facilities, accelerated depreciation, and other financial incentives in the form of credits, reductions or allowances associated with the Solar Facilities or the Green Attributes that may be applied to reduce any state or federal income taxation obligation, (2) performance-based incentives under applicable state or federal law or utility programs, including without limitation the federal investment tax credit and any payments made to District or its affiliates or any feed-in tariffs that may come into effect in the future; and (3) all other rights, credits, rebates, benefits, and entitlements of any kind, howsoever entitled or named, whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Solar Facilities or the Output or otherwise from the development, installation or ownership of the Solar Facilities or the production, sale, purchase, consumption or use of the Output. Without limiting the foregoing, “Environmental Financial Incentives” includes the right to apply for (and entitlement to receive) incentives under any demand-side management, distributed generation, or energy efficiency programs offered by a utility company, a third-party provider or the State in which the Solar Facilities is located, any incentive offered pursuant to a renewable energy program, or any other incentive programs offered by or in the State in which the Solar Facilities are located, the right to receive a grant under Section 1603 of the American Recovery and Reinvestment Act of 2009, and the right to claim federal income tax credits under Sections 45 or 48 of the Internal Revenue Code or any state tax law or income tax deductions with respect to the Solar Facilities under the Internal Revenue Code or any state tax law. Environmental Financial Incentives do not include Green Attributes.
17. “Expiration Date” means the last day of the month that follows the twenty fifth (25th) annual anniversary of the Commercial Operation Date.
18. “Force Majeure” shall mean any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such unavailability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure
19. “Governmental Authority” shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-

national body exercising such powers or functions, such as the European Union or the European Central Bank).

20. "Governmental Approvals" shall mean any notices to, reports or other filings to be made with, or any Consents, registrations, permits or authorizations to be obtained from, any Governmental Authority.
21. "Green Attributes" shall mean any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, attributable to the generation of Output from the Solar Facilities, and its displacement of conventional energy generation, that is in effect as of the Effective Date or may come into effect in the future. Green Attributes include but are not limited to Renewable Energy Certificates, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as REC Reporting Rights. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Solar Facilities, (ii) Environmental Financial Incentives, (iii) fuel-related subsidies or "tipping fees" that may be paid to Provider to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits or (iv) emission reduction credits encumbered or used by the Solar Facilities for compliance with local, state or federal operating and/or air quality Permits.
22. "Interconnection Agreement" means an agreement entered into by and between District and the Distribution Utility which agreement shall provide for (i) each Solar Facility to be interconnected with the Distribution Utility's electricity distribution system, (ii) for energy to flow from each Solar Facility to such system and (iii) for energy to flow from such system to the Project Sites, as applicable, under the provisions of all applicable Distribution Utility's tariffs.
23. "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended.
24. "kWac" means kilowatt alternating current.
25. "kWdc" means kilowatt direct current.
26. "kWhac" means kilowatt-hour alternating current.
27. "Notice to Proceed" means as defined in Section 6B.
28. "Outage" means as defined in Section 4E.
29. "Output" means: the total quantity of all actual electrical power generated by the Solar Facilities as measured by a Meter at the Delivery Point measured in kWhac. Output does not include the Green Attributes, Environmental Financial Incentives, RECs or REC Reporting Rights.
30. "Output Guarantee Rate" means as defined in Exhibit F.
31. "Parallel Energy Services" means

32. "Permits" means all government permits and approvals, regulatory or otherwise required for the construction, installation, completion and operation of the Solar Facilities.
33. "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.
34. "Power Price" shall mean the per kWhac rate(s) as set forth on Exhibit B
35. "Project" shall have that meaning as set forth in the Recitals of this Agreement.
36. "RECs" or "Renewable Energy Certificates" means renewable energy certificates related to and representing Green Attributes (also known as green tags, renewable energy credits, or tradable renewable certificates), which are tradable environmental commodities in the United States and represent 1 megawatt-hour (MWh) of electricity generated from an eligible renewable energy resource. These certificates can be sold and traded and the owner of the REC can claim to have purchased renewable energy.
37. "REC Reporting Rights" shall mean the right of a REC purchaser to report the ownership of accumulated RECs in compliance with federal or state law, if applicable, and to a federal or state agency or any other Party at the REC purchaser's discretion, and include without limitation those REC Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.
38. "Site" or "Sites" (each a "Site", collectively the "Sites") means the portion of District's real property on which a Solar Facility is to be located pursuant to this Agreement. See Exhibit E for additional details.
39. "Solar Facility" means each solar photovoltaic generation plant, together with all necessary inverters, ancillary plant and equipment with a target installation size expressed in kWdc and kWac to be installed at the Sites (collectively, "Solar Facilities").
40. "Termination Value" shall equal the product of (i) the capacity in Watts DC of the system at the Site(s) and (ii) the value per Watt due in a year or, at any point within such year, as set forth in Exhibit C.

Exhibit B

Site Power Price Chart

[To be provided by Provider for each Site]

SITE A- [INSERT SITE NAME]

Contract Period, Months	Year	Price		Annual Production Estimate (kWh)
1-12	1	\$0.00	/kWhac	
13-24	2	\$0.00	/kWhac	
25-36	3	\$0.00	/kWhac	
37-48	4	\$0.00	/kWhac	
49-60	5	\$0.00	/kWhac	
61-72	6	\$0.00	/kWhac	
73-84	7	\$0.00	/kWhac	
85-96	8	\$0.00	/kWhac	
97-108	9	\$0.00	/kWhac	
109-120	10	\$0.00	/kWhac	
121-132	11	\$0.00	/kWhac	
133-144	12	\$0.00	/kWhac	
145-156	13	\$0.00	/kWhac	
157-168	14	\$0.00	/kWhac	
169-180	15	\$0.00	/kWhac	
181-192	16	\$0.00	/kWhac	
193-204	17	\$0.00	/kWhac	
205-216	18	\$0.00	/kWhac	
217-228	19	\$0.00	/kWhac	
229-240	20	\$0.00	/kWhac	
241-252	21	\$0.00	/kWhac	
253-264	22	\$0.00	/kWhac	
265-276	23	\$0.00	/kWhac	
277-288	24	\$0.00	/kWhac	
289-300	25	\$0.00	/kWhac	

Exhibit C

Site Termination Values

[To be provided by Provider for each Site]

SITE A- [INSERT SITE NAME]

Contract Period, Months	Year	Termination Value per Watt
1-12	1	\$ 0.00
13-24	2	\$ 0.00
25-36	3	\$ 0.00
37-48	4	\$ 0.00
49-60	5	\$ 0.00
61-72	6	\$ 0.00
73-84	7	\$ 0.00
85-96	8	\$ 0.00
97-108	9	\$ 0.00
109-120	10	\$ 0.00
121-132	11	\$ 0.00
133-144	12	\$ 0.00
145-156	13	\$ 0.00
157-168	14	\$ 0.00
169-180	15	\$ 0.00
181-192	16	\$ 0.00
193-204	17	\$ 0.00
205-216	18	\$ 0.00
217-228	19	\$ 0.00
229-240	20	\$ 0.00
241-252	21	\$ 0.00
253-264	22	\$ 0.00
265-276	23	\$ 0.00
277-288	24	\$ 0.00
289-300	25	\$ 0.00

Exhibit D

Site Purchase Option Price
[To be provided by Provider for each Site]

SITE A- [INSERT SITE NAME]

Purchase Option Price:	
End of Year 6:	\$
End of Year 10:	\$
End of Year 15:	\$
End of Year 20:	Fair Market Value
End of Year 25:	Fair Market Value

Exhibit E

Description of Solar Facilities

[To be provided by Provider for each Site]

Exhibit F

Output Guarantee Agreement

[To be provided by Provider for each Site]

Exhibit G

General Conditions and Technical Specifications

[ATTACHED BEHIND THIS COVER PAGE]

EXHIBIT G
GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

This EXHIBIT G is a summary of the Scope of Work and is not all inclusive of terms and conditions of the Agreement.

- Attachment A – Preliminary Drawings
- Attachment B – Site Assessment Table
- Attachment C – Project Schedule
- Attachment D – Construction Meeting Minutes Template
- Attachment E – Change Form Template
- Attachment F – Commissioning Schedule
- Attachment G – Notice to Proceed for Pre-Construction Template
- Attachment H – Notice to Proceed to Procurement & Construction Template
- Attachment I – Manufacturers’ Warranties
- Attachment K – Shading Study Guidelines
- Attachment L – Site Reference Materials
- Attachment M - Criminal Background Investigation & Special Conditions

1. PROJECT OVERVIEW

As set forth in detail below, Provider shall be responsible for supplying, at Provider's sole cost, all expertise, labor and materials necessary to construct, install and commission and operate the Solar Facilities, including but not limited to: planning, permitting, designing, engineering, procuring, delivering, installing, constructing, interconnecting, commissioning and operating as well as providing warranties and maintenance. Access to the Project Sites of the Solar Facilities shall be subject to the terms of the License and approval of the District.

Provider shall be solely responsible for all work required to complete the Project including but not limited to:

- (a) project management including design, engineering, submittals, construction, interconnection, commissioning and Distribution Utility sign off;
- (b) procurement of all materials and equipment;
- (c) design and engineering including civil, structural, electrical, seismic and wind loading requirements and fire protection requirements;
- (d) permitting and environmental compliance with the current version of all applicable codes and standards;
- (e) Distribution Utility interconnection requirements compliance;
- (f) site preparations including but not limited to grubbing, clearing, grading, roads, dust control, drainage requirements, construction wastewater and storm water disposal, removing excess debris;
- (g) meters, monitoring, Data Acquisition System ("DAS"), and weather station;
- (h) production analysis and performance guarantee;
- (i) conformance to manufacturers' installation requirements and warranty terms;
- (j) acceptance testing, commissioning, interconnection signoff and Permission to Operate ("PTO") by the Distribution Utility;
- (k) construction closeout including punch list, as-built drawings / documents package, PV module washing, and site cleanup;
- (l) operation and maintenance for the term of the PPA;
- (m) Site security requirements;
- (n) safety plans and measures per District approval.

In addition to these general responsibilities, the Provider shall be responsible for all additional requirements as set forth in the PPA and all Exhibits, including but not limited to this Exhibit G – General Conditions and Technical Specifications.

Provider shall also be responsible for providing District with copies of Provider's Operations and Maintenance ("O&M") manuals, testing reports, start-up procedures, warranties, guarantees, and commissioning reports. Provider shall execute all of its obligations in a manner which reasonably minimizes interference and inconvenience to the District. Provider shall regularly report status of Provider's execution of its obligations under this Agreement to the District.

2. GENERAL REQUIREMENTS

2.1 Project Management Provider shall act as the general contractor and is responsible for overall safety on the Project Site. Provider shall conduct all project management activities required to complete the Project, including coordination efforts with District's representative, the Distribution Utility, inspectors, permitting agencies, suppliers, sub-contractors, Provider's office and field Project staff and any other third parties that are involved in or impacted by the Project. The installation must be "turn-key", including all materials, equipment and labor, completed and commissioned per the specifications and general conditions contained herein, requiring a minimum level of supervision and project management by the District. All Distribution Utility related interconnection work, fees, and installations necessary to make the Solar Facilities operational will be the sole responsibility of the Provider in accordance with any requirements of the Distribution Utility.

2.2 District's Project Objectives The District requires that the Provider perform each of the following in accordance with the Agreement:

- A. Ensure that construction activities and Project installation and operation are performed safely, comply with all applicable law, and do not result in any adverse effect on District staff, surrounding persons and property, existing facilities, local power quality, local data systems or daily operations at any Project Site throughout the duration of construction through close-out. Manage construction and operation activities to minimally disrupt the operations at the Project Site.
- B. Create a definitive scope of work (SOW) and project schedule (Schedule) for the project, and manage the entire project including but not limited to contracts, design, engineering, permitting, approvals, procurement, pre-construction, Distribution Utility interconnection, installation, testing, commissioning, performance validation, and on-going maintenance and operation per the SOW and Schedule.
- C. Design Solar Facilities to obtain maximum projected net savings and cash flow over the term of the PPA using proven technology that complies with the terms and conditions of the PPA as well as compliance to all relevant codes and regulations.
- D. Implement Solar Facilities sized in compliance with the Distribution Utility's applicable rate structure for the Project Site and in compliance with all Distribution Utility requirements applicable to the Project.
- E. Meet Project and financial incentive submittals and completion deadlines. Effectively manage the schedule and coordinate construction activities around District's other construction projects where applicable.
- F. Ensure that all Project design and construction activities are coordinated with existing District facility operations and / or construction activities and are in compliance with District's work rules, safety requirements, and specifications at all times.

2.3 Communication Protocol Throughout the entire Project timeline, the representative selected by District will be Provider's source of contact regarding any and all Project related issues. At no time between the release date of the RFP and the Solar Facility commissioning date, shall Provider contact

District directly without the stated permission of District's representative. Unless otherwise stated, District's representative will act as a liaison, facilitator and intermediary between Provider and District.

Unless otherwise stated in the Agreement Documents and subject to change by District, the Parties shall meet bi-weekly during the design phase of the Project and weekly during the construction phase of the Project to, among other things, review work performed to date and to be performed. Provider shall organize the meeting, prepare, and distribute meeting notes. Meeting minutes shall be based on the template in Attachment D, and shall include a 3 week look-ahead schedule, RFI log, Change Order log and Submittal Log with 2 week look-ahead priority list(s). Meeting minutes shall be updated during the meeting and distributed at the end of the meeting and District shall have five business days after District's receipt of such minutes to object to them in writing and provide corrections in writing. A quorum of meeting attendees will be named at the first meeting. The named quorum shall be in attendance in all Project meetings. A pre-construction meeting shall be held prior to any work being performed on the site with all required parties.

2.4 Solar Facility Sizing It is the sole responsibility of the Provider to ensure that the sizing of the total installed system capacity per Project Site (kW DC / kW AC) achieves the Annual Production Estimate per Solar Facility. The total installed system capacity per Project Site shall not increase or decrease the Annual Production Estimate without prior written approval of the District.

2.5 Incentives Unless specifically stated otherwise in other Agreement Documents, Provider shall prepare and submit to all applicable agencies, on behalf of District, or assist District in doing so directly, all applications, proof of progress submittals, and claim forms and documentation necessary for any environmental or financial incentives and rebates; provided that District shall have the opportunity to review, comment on, and approve all such applications and documentation prior to submission by Provider. If District shall decide to prepare and submit such documents, Provider will coordinate and provide District promptly upon District's written request all documents reasonably necessary for District to do so, including any application submitted by District to qualify the Project as a "Qualified Facility" under pertinent rules and regulations of the Federal Energy Regulatory Commission or any other governmental authority. Provider shall not charge any additional fee for its services unless stated otherwise in other Agreement Documents. District shall pay for all fees required to file the applications.

2.6 Physical Site Investigation & Project Feasibility Assessment Provider shall read and become knowledgeable with all documentation concerning the Project Sites included in the RFP package, and visit the Project Sites to assess its conditions and logistics, including but not limited to all Distribution Utility interconnection related requirements. Provider shall conduct feasibility and configuration assessments, environmental assessments, and all other inspections of the Project Site(s) to determine that the Project Sites can support the installation and interconnection of the Solar Facilities. Provider must visit the Project Sites to ascertain site conditions, accuracy of provided drawings and feasibility of design. Provider shall be solely responsible to ensure that the Project Site's soil conditions and Project Site's terrains are favorable for Project construction. This includes the presence and remediation and/or abatement of hazardous materials.

Provider shall be solely responsible for ensuring the existing Project Sites' electrical distribution equipment, including but not limited to the main switchboard and Distribution Utility transformer, will support the interconnection of the Solar Facility. Provider is responsible for all scope, costs and designs relating to upgrades to the existing electrical system required to accommodate the Solar Facilities installation and interconnection. Provider shall confirm that the Solar Facility is interconnected to the

correct meter at the Project Site by validating the meter and service account identification numbers (SAID) with the Distribution Utility.

Provider shall identify if any third party site assessments are required and be responsible for obtaining all required studies at their sole cost and expense. Provider shall assume any and all costs and risks associated with physical Project Site conditions and real estate constraints. Reports which may be required to be obtained by Provider at the Provider's sole cost include, but are not limited to:

- Structural Report
- Soils/Geotechnical Report
- Environmental Studies
- Title Reports / ALTA Surveys
- Topographic Surveys
- Underground Utility Survey
- Glint and Glare Study
- Arc Flash Study
- Site Electrical Service assessments

These reports must be obtained when requested by the District or any other Governmental Authority having jurisdiction. Although the District may provide historical information regarding the Sites, the District makes no representation as to the accuracy of the information about the Project Sites provided in the RFP package or otherwise, including data, drawings and reports developed by third parties. Provider shall rely solely on its own due diligence to discover and confirm existing conditions at the Project Sites. Provider shall report any discovered and previously unknown site conditions of a substantial nature.

2.7 Permitting, Codes, Regulatory Compliance Provider shall obtain, oversee and adhere to all required permissions for Project construction and operation by obtaining approvals from all Governmental Authorities having jurisdiction over the Project, including, but not limited to: the permitting agency, California Division of State Architect ("DSA"), the Distribution Utility, incentive authorities, the California Energy Commission, fire safety, California Occupational Safety and Health Administration ("OSHA"), right-of-way permits, easement agreements and other codes and best practices. Specifically, the Provider shall obtain and submit all documents to achieve and maintain permission to operate with all required Governmental Authorities. In addition to stamped and approved plans, Provider shall provide the District installation compliance confirmation letters from all authorities having jurisdiction within 5 days of receipt.

2.8 Procurement Provider shall procure all equipment and services required for Project design, construction, commissioning, system monitoring, warranties and operation and maintenance and as described in this Agreement and as shown in the District-approved final design engineering drawings, specifications and data sheets. Any proposed changes or substitutions must be presented to the District in standard submittal format with detailed explanations and instructions for review, comment and approval. District approval of any of the submittals provided by Provider, including drawings, does not excuse the Provider from their responsibility to meet all safety requirements, applicable codes and standards requirements, requirements of all Governmental Authorities and the requirements of the Agreement including this Exhibit G.

2.9 Construction Provider shall conduct all construction and construction management work per the Project scope, schedule and per the requirements of this Agreement. Any proposed changes that

represent a deviation from scope or schedule must immediately be brought to the District's attention for review. All work must be performed and supervised by skilled workers trained and experienced in the installation of photovoltaic solar systems in accordance with equipment manufacturers' installation requirements. Provider shall effectively manage the schedule and coordinate construction activities around District's other construction projects where applicable.

2.10 Commissioning Provider shall conduct all activities required for proper testing and commissioning of the Solar Facilities and any related installations / systems. Commissioning will include testing for all systems to ensure proper operations per the design standards and testing parameters and required to verify that the system is functioning as expected within acceptable parameters and as designed at a nameplate capacity and first year of operation production capacity adjusted for actual weather conditions consistent with the requirements of the Agreement. Provider shall manage all necessary final inspections with all Governmental Authorities having jurisdiction over the Project, the Distribution Utility, District representatives, and any other required inspectors. Provider shall also be responsible for completing the Commissioning Schedule template in Attachment F and submitting it to the District's representative for review and approval. Provider will notify District no less than fifteen (15) days prior to the commencement of any testing and / or inspections and District and / or its representative will have the right to observe all such test and / or inspections. As part of the commissioning activities, Provider must confirm that no negative impacts are experienced by existing facilities that connect or interface with the new installations and systems and shall be solely responsible for resolving all issues that arise.

2.11 Distribution Utility Interconnection Provider is responsible for coordinating and implementing all requirements related to the interconnection of the Solar Facilities with the Distribution Utility, which shall include Distribution Utility provided and installed facilities and District provided and installed facilities, at Provider's sole cost and expense. Provider will coordinate with the Distribution Utility and the District to meet all of the milestones for the Project required by any Interconnection Agreement. Provider is responsible for compliance with all milestones, including payment milestones to the Distribution Utility for design and installation services provided by the Distribution Utility. Provider shall be responsible for obtaining written Permission to Operate for the Solar Facilities from the Distribution Utility, and activate the system to begin generating power in compliance with this Agreement. In addition, Provider shall be responsible for all on-going terms, obligations and costs described in the Interconnection Agreement, and any other necessary permit signoffs from any Governmental Authorities having jurisdiction over the Project, to operate the Solar Facility in parallel with the Distribution Utility grid.

Provider shall also be responsible for coordinating the desired rate tariff changes with the Distribution Utility for the Solar Facility. Desired rate tariffs for each Distribution Utility meter are defined in the Site Assessment Table. Provider will be responsible for ensuring that the Solar Facility meets the requirements for inclusion in the desired rate tariffs and will promptly inform the District if there is any discrepancy between such requirements and the specifications for the Solar Facility set forth in this Agreement. Rate changes shall occur as soon as possible following Permission to Operate. Provider shall be responsible for ensuring that the rate tariff change has taken place for each Distribution Utility meter and providing confirmation of the rate tariff change to the District

2.12 Completion Ceremony and Renewable Energy Curriculum Provider shall provide the curriculum and educational services selected by District, if any, pursuant to the services offered by the Provider in response to the District's Request for Proposals. In addition, Provider will coordinate a ribbon cutting ceremony at one District location at a time of District's choosing at no additional cost to District.

2.13 Fingerprinting and Criminal Background Check. Provider shall comply with applicable provisions of the Agreement and laws, including Education Code sections 45125.1 and 45125.2, relating to fingerprinting and criminal background checks for its employees.

2.14 Display Kiosks / Public Data Access. Provider shall provide a public webpage to be made available through a link on the District's existing website and one (1) 42" monitor will be delivered to the District at project completion. Provider shall coordinate and obtain approval of all data points to be displayed on the public webpage and monitor with the District prior to implementation.

2.15 Electric Vehicle Charging Stations. The Project will include installation of conduits sufficient to allow for future installation of one (1) dual-port level 2 and one (1) DC fast charger electric vehicle charging stations at the Project Site that has an array in a parking lot. Precise location of the conduits for electric vehicle charging stations will be determined with the District prior to the start of construction. Provider shall reflect the installation of the conduits for electric vehicle charging stations in design documents. The array structures shall be designed to allow for electric vehicle charging stations to be mounted on shade structure columns.

- 3. ENGINEERING AND DESIGN REQUIREMENTS** Provider shall, at its own cost and expense,
- (i) design, prepare and cause to be sealed all Drawings and Engineering Documents, and perform engineering studies and estimates and attend meetings as may be required (or arrange for design and engineering pursuant to a subcontract executed in accordance with this Agreement), for the construction of the Project and interfaces required by the Distribution Utility including, without limitation, sizing of equipment, communication systems and components, preparing specifications and calculations for equipment and material to be included in the Project, completing the Work in accordance with the this Agreement, providing administration and other services and items required to complete and deliver to District and Distribution Utility the design and Engineering Design Packages, calculations, studies, and Drawings necessary to construct a fully integrated and operational Project, and
 - (ii) provide services, attend meetings and prepare all necessary documents and permit applications required to obtain all Governmental Approvals, including, without limitation, coordinating with the Governmental Authorities, the Distribution Utility and other agencies regarding Governmental Approvals necessary for the completion of the Project, completing the permitting process beginning from the permit application through to final approval and receipt of all Applicable Permits, all in accordance with this Agreement and it's Exhibits, Applicable Law, Governmental Approvals, District Requirements, Distribution Utility requirements, Engineering Design Packages, Industry Standards, the actual condition of the Project Site(s) and all requirements to be sufficient, complete and adequate in all aspects to enable the Project to achieve the Annual Production Estimate and a minimum 25 year design life.

3.2 Design Codes In addition to the codes cited in Section 16010 of the Construction Specification Institution, the Project shall be designed and installed in accordance with the latest edition of all applicable codes, standards, and recommendations of the following agencies:

- ACI – American Concrete Institute
- AISC – American Institute of Steel Construction
- ANSI – American National Standards Institute.
- ASCE – American Society of Civil Engineers
- ASME – American Society of Mechanical Engineers

- ASTM – American Society for Testing and Materials
- CAL OSHA – California /Occupational Safety and Health Administration
- Caltrans – California Department of Transportation
- CBC – California Building Code
- CEC – California Electrical Code
- CSI – California Solar Initiative.
- Distribution Utility Manuals and Standards
- DSA – Division of the State Architect.
- ETL – Electrical Testing Laboratories.
- IEEE – Institute of Electrical and Electronic Engineers
- ICEA – Insulated Cable Engineer’s Association.
- IAIE – International Association of Electrical Inspectors.
- IPMVP- International Performance Measurements and Verification Protocol.
- NFPA-101 – National Fire Protection Association. (Life Safety Code)
- NEMA – National Electrical Manufacturers Association.
- NESC – National Electrical Safety Code.
- NETA – National Electrical Testing Association.
- NEC – National Electrical Code
- UL – Underwriters Laboratories

3.3 General Requirements

3.3.1 Licensing

- (a) In all cases, engineers are to be properly licensed by the State of California.
- (b) Electrical, civil, geotechnical, structural and other engineering designs and reports are to be stamped and signed by a licensed engineer.

3.3.2 Orientation and Shading

- (a) Project will have a minimum shade free window between the hours of 10am and 4pm (solar time) on the winter solstice.
- (b) Orientation of the array shall be optimized for maximum financial benefit but in all cases with an azimuth between 180 and 270 degrees unless otherwise explicitly approved by District in writing.
- (c) The Provider shall provide a PVSyst report at every stage of the design that shows that the System design and installation will meet the Annual Production Estimate.
- (d) Inverters shall not be placed in locations subject to exposure to direct sunlight between the hours of 10am to 4pm. Where inverters must be placed in locations that would otherwise be subject to direct exposure to sunlight during this window of time, they shall be provided with shade coverings or otherwise protected from continuous exposure to the sun.

3.3.3 Site and General System Requirements

- (a) PV arrays shall require a study, recommendations and stamp and sign off from a licensed structural and geotechnical engineer.
- (b) Ground mounted PV arrays shall be designed such that a service truck is able to drive in between the rows and make turns outside each row of PV modules.

(c) Provider shall address all Americans with Disabilities Act (ADA) requirements in conjunction with DSA requirements when installing solar shade structures. The Provider shall be responsible for all costs associated with ADA upgrades required.

(d) Shade structures over parking lots are required to include weather proof LED lighting on independent timers for safe pedestrian travel per Title 24. Provider shall ensure the level of night time and security lighting is not reduced as a result of the installations. Provider shall ensure that all lighting provided as part of the Project does not negatively impact neighbors and shall be solely responsible for resolving all complaints that arise due to light pollution.

(e) All roads shall be designed and installed for all weather access.

(f) Shade structure arrays shall include non-wired extra modules if needed so that the array is a full complete rectangle and does not contain any insets or jagged corners. These non-wired modules must be noted in the string wiring diagrams submitted in the Final Binder.

(g) All conductors shall be in conduit. Provider shall not direct bury conductors unless explicitly approved by District in writing. All conduits shall be installed according to the requirement of the NEC and all Governmental Authorities.

(h) Where Schedule 40 or Schedule 80 PVC conduit is permitted, all horizontal and vertical bends, and vertical risers shall be PVC-RGS or PVC-RA. All below grade horizontal bends and vertical bends shall be long radius elbows. Bending of straight PVC conduit to avoid installation of the specified PVC-RGS or PVC-RA long radius elbows will not be allowed.

(i) Equipment pads shall be protected by bollards where they are at risk for collision damage in the judgment of District. Bollards shall be permanent unless removable bollards are required to facilitate access to equipment.

(j) Provider shall provide erosion control, weed abatement, and security for the Site throughout construction.

(k) Provider shall be responsible for creating and performing all requirements of a Storm Water Pollution Prevention Plan ("SWPPP"), dust control plan, pollution mitigation plan, and all other plans required by all Governmental Authorities. At a minimum, any earthwork-related or fine grading activities are to be conducted in the morning to avoid potential impact of the afternoon winds with construction-related fugitive dust.

(l) Ground mounted PV arrays shall be fenced in accordance with the NEC, NESC and requirements of any Governmental Authority and shall include provisions for at least one locking gate. Fencing around ground mount installations shall provide for a sixteen (16') foot wide clearance to the PV modules to allow for vehicular access and limit shading impact on the system.

(m) Ground mounted PV arrays shall include sufficient drive aisles to maintain the equipment and perform module washing, including access for vehicles and cranes as needed to remove and replace equipment.

(n) Where the Solar Facility is a ground mounted installation, Provider shall clear and grade the site substantially in accordance with the site grading plans. All vegetation inside the array boundaries shall be permanently removed.

(o) If adequate site fencing or equivalent is not in place, inverter pads, battery equipment pads, disconnect switches and all other equipment determined by District to require limited access shall be fenced. Fencing shall be eight (8) foot high and two (2) inch mesh chain link galvanized steel fence where in accordance with all local requirements. Fenced equipment pads shall have slats placed in the chain link fence of a color to be determined by District.

(p) Locks for all gates and combiner boxes to be provided by Provider but must be approved by District prior to procurement. All gates shall include provision for both District and Provider locks to allow for either entity access.

(q) Equipment pads shall be provided with two (2) 120VAC, 20A GFCI receptacles.

(r) If the District determines it is required, break-away or other theft-deterrent security fasteners in stainless steel shall be used to fasten modules to ground mount arrays. The recommended fastener type shall be submitted with the Engineering Design Package.

(s) The height of ground mounted arrays shall be a minimum of two (2) feet above grade.

(t) The Provider will evaluate whether the Site is in a floodplain and take appropriate precautions to prevent water damage to the Project, including determining and installing the PV arrays, inverters, combiner boxes and all other materials to be used in the ground mounted infrastructure at the appropriate height above grade to be above the 1-percent-annual-chance flood elevation.

(u) Lighting requirements for array locations shall be discussed with the District during design and any lighting locations and fixture specifications shall be mutually agreed to.

(v) An arc flash study shall be performed by Provider and all required equipment labeling, fault current and coordination analysis, and recommendations for proper personal protective equipment (PPE) shall be followed in accordance with the results of the arc flash study.

3.3.4 Wiring

(a) All conductors #8 AWG or smaller shall be copper. Code compliant aluminum conductors may be used for conductors larger than #8 AWG. All wiring that interfaces with any District's equipment must be copper.

(b) All wiring used for grounding shall be copper.

(c) Ground lugs shall be mechanical or irreversible crimp and acceptable for copper conductor termination.

(d) All wiring shall be minimally rated to handle the voltage and current of the designed system.

(e) All termination equipment shall be rated for the conductor type, temperature, current and voltage of the conductor being terminated.

(f) PV module string wire shall be PV Wire and be appropriately rated for UV exposure where required.

(g) Wiring in conduit or below ground shall be listed and labeled by a nationally recognized testing laboratory (NRTL) in accordance with Underwriters Laboratories standards for its purpose and location.

(h) Where exiting from the ground, all conduits shall enter enclosures from below and be made watertight by sealing with silicone sealing compound.

(i) All above ground conduit shall be rigid.

(j) All DC wire, other than panel-to-panel wire in a string that is not spanning a gap more than 3 inches wide, shall be located in conduit.

(k) All conductors used for communication will be shielded cable with a drain.

(l) Communications wiring shall be located in separate conduits from the high voltage DC and AC wiring with sufficient separation to prevent interference.

(m) Unless otherwise approved by the District in writing, modules shall be grounded with hardware. In all cases, module grounding shall be in accordance with all requirements of the NEC and Governmental Authority.

(n) Locking connectors shall mate with PV module terminations and shall be certified compatible with the PV module manufacturer provided locking connector by the chosen connector manufacturer.

(o) The PV System shall be equipped with DC arc-fault protection in accordance with the NEC.

(p) PV System DC wiring shall be protected by overcurrent protection rated for DC circuits and marked by the manufacturer for use in PV systems. Fuses shall be listed and labeled by a nationally recognized testing laboratory (NRTL) in accordance with Underwriters Laboratories standard UL 2579.

(q) Total DC voltage drop shall be limited to 2% unless otherwise explicitly approved by District in writing. The circuit shall be defined as all wiring from the module junction box to the DC input terminals at the inverter. Provider shall account for all horizontal and vertical distances and all wire gauge/raceway transitions.

(r) Total AC voltage drop shall be limited to 2% unless otherwise explicitly approved by District in writing. The circuit shall be defined as all wiring from the inverter output to the Delivery Point. Provider shall account for all horizontal and vertical distances and all wire gauge/raceway transitions.

(s) Geotechnical studies must include soil corrosivity and thermal resistivity testing and evaluation. All work must include consideration for the results of the testing and evaluation.

(t) DC disconnects shall be provided

3.3.5 Electrical Tie-In

(a) The Generation Meter shall be identified on the preliminary and final drawings and shall be located within ten (10) feet of the Delivery Point unless an alternative location is approved in writing by the District.

(b) A Net Generation Output Meter (NGOM) shall be provided for the new Solar Facility.

3.3.6 Structural

(a) Equipment pads shall be a minimum of 6" of concrete reinforced at 12" intervals with #5 rebar unless otherwise directed by the structural engineer. Equipment pad layouts shall include adequate spacing to accommodate maintenance activities for all equipment.

(b) Structural engineers are to specify grade of steel used in all support structures. Mill certifications showing the identification of the steel to be used on the Project and the quality thereof shall be provided to District. Mill certifications shall be checked by Provider prior to accepting delivery of any steel.

(c) Where enclosures will be mounted vertically to array structural posts or other supports, two (2) feet minimum ground clearance and appropriate working clearances as required per NEC shall be maintained. In no case shall equipment locations create shade on the array between the hours of 10am-3pm on December 21.

(d) Structural engineers shall determine code requirements for seismic, wind and snow design loads and the Project shall be designed and installed in accordance with the latest edition of all applicable codes and standards.

3.4 Engineering Design Packages Provider and its subcontractors (as applicable) shall prepare and submit to District for their review and approval all drawings, assessments, reports, specifications and all other necessary documents setting forth in detail all requirements for the construction of the Project. Provider shall prepare preliminary, 50%, 90% and 100% Engineering Design Packages as described herein. All engineering and installation drawings shall comply with current construction standards, codes and regulations, and adhere to all requirements of this Agreement. The system design will comply with all applicable laws and regulations. District approval of any of the submittals provided by Provider, including drawings, does not excuse the Provider from their responsibility to meet all safety requirements,

applicable codes and standards requirements, requirements of all Governmental Authorities and the requirements of the Agreement including this Exhibit G.

Preliminary and 50% Engineering Design Packages shall at a minimum contain the following information:

- Drawings depicting at a minimum:
 - overall system layout
 - the tilt and azimuth for all arrays
 - the location and sizing of all PV arrays
 - the location of all major equipment including but not limited to inverters, transformers, disconnects, batteries, meters.
- Product data sheets and copies of manufacturers' warranties for all major pieces of equipment.
- Completed Site Assessment Table in native and PDF formats.
- PVSyst production modeling report in PDF format and 8760 output file in MS Excel format. The production model report and 8760 output files must be in the same format and use the same assumptions as those used to finance the project.

All other Engineering Design Package submittals shall at a minimum contain the following information:

- A full set of drawings
- All required drawings, assessments, and reports, signed and stamped by the Engineer of Record.
- Full details of the mounting system design including snow, wind and seismic considerations and calculations as required.
- Production models for the Site in both PDF and Microsoft Excel 8760 formats. The production model shall use the same assumptions, be in the same format and use the same modeling software for each revision unless otherwise agreed to by the District.
- Product data sheets and copies of manufacturers' warranties for all major pieces of equipment.
- Completed Site Assessment Table in native and PDF formats.
- Microsoft Project or equivalent construction schedule (providing Gantt chart output) showing milestones, equipment order and delivery dates, and staffing requirements. Specific milestones such as conduit installation completion, material arrival dates, Interconnection date, and commissioning timeline, shall be highlighted.
- A list of those changes made from the original proposal with the reasons therefor.

In addition, a complete Project Execution Plan for the Site shall be provided to the District for review which shall at a minimum address the following:

- Material storage location
- Lay-down and layout yard location
- Site office location
- Access and mobilization
- Crane locations and traffic control
- Method of installation
- Human resources and staffing
- Communications
- Anticipated project risks

This plan shall be reviewed and approved by the District prior to any work being performed on the Site(s).

The Engineering Design Packages will be reviewed by the District. Comments shall be delivered to Provider within 10 business days of submission for review. Ensuring the Project is in compliance with all requirements and will be installed to meet all requirements of this Agreement remains the sole responsibility of the Provider.

3.5 Design Drawings A drawing summary list shall be maintained by the Engineer of Record for tracking drawings and revisions thereof over the design/construction period and the list shall be provided to District on a bi-weekly basis or as requested. All drawing submittals shall be according to the following:

3.5.1 Format

(a) Any changes in the Engineering Design Packages from one District submittal to the next shall be clouded.

(b) Redlines shall be maintained on a not more-than-weekly basis. As-built drawings shall be completed in a reasonable amount of time following the Governmental Authority final inspection and sign off.

3.5.2 Content All drawings shall at a minimum include the site address, District logo and project name in the title block. At a minimum all Drawing submittals shall include the following:

(a) **Title Page.** Information on the title page shall include, but not be limited to the following:

- Location of the Site.
- System size: This shall include kWdc and kWac.
- Area of installation: Area, in square feet or acres as appropriate, of area that the installation encompasses.
- PV module part numbers and quantities.
- Inverter part numbers and quantities.
- Engineer of Record block.
- Index of drawings.
- Benchmarking / survey control data

(b) **Single Line Diagrams/layout page.** The single line diagrams shall accurately depict the physical electrical connections (i.e. quantity, type, and size of conductors, quantity, size, and type of conduit) between all electrical equipment used in the system. Information on the single line diagrams shall include, but not be limited to the following items:

- Location of Generation Meter.
- Location of Distribution Utility Meter.
- Location of Net Generation Output Meter.
- PV Modules per string.
- Number of strings for each combiner box.
- String map per array or subarray.
- Depiction of the wiring and fusing in all disconnects.
- Wire type, size and quantity used for each run.
- Total wire length for each run and associated voltage drop calculations.
- Conduit size and quantity of wires in each conduit for each run.
- All overcurrent protection sizing.
- Monitoring Data communications and power wiring.

- Lighting wiring.
- Interconnection tie-in scheme.
- Distribution Utility meter number and SAID.
- Switchgear and transformer sizing.
- Complete electrical calculations.
- Make and model of all equipment.

(c) **Electrical Site Plan and details.** Information on the electrical layout shall include, but not be limited to the following items:

- Plan view of locations of all electrical equipment
- Elevation views of all electrical equipment
- Locations of conduit runs

(d) **Grounding system design including connection points and conductor size.** All electrical equipment shall be depicted, including their capacity/rating, manufacturer, part number, quantity and reference designator where applicable. Examples of equipment shall include but not be limited to the following:

- PV Modules
- Inverters
- Combiner Boxes
- Wire (gauges and quantity)
- Transformers
- Switchgear
- DC & AC Disconnects
- Overcurrent protection
- Data Acquisition System (DAS)
- Main Switchboard
- Meters
- Distribution Panels
- MET (Meteorological) Stations

(e) **Site Layout Page(s).** Information on the site plans shall include, but not be limited to the following items:

- Detailed solar array layout
- Equipment pad designs
- Locations of all equipment
- Locations of monitoring and security equipment
- Location of the point of interconnection
- Fire access requirements
- American's with Disabilities requirements
- Location of project lighting additions
- Locations and sizing of spare conduits
- Safety label details (including, but not limited to, arc flash)
- All civil work details

4. **EQUIPMENT** The Solar Facilities are intended to be in operation for a minimum of 25 years, therefore, the life cycle costs (capital expenditures and operating and maintenance expenses) for all installations and systems must be considered in selection criteria for all materials and equipment. Provider shall purchase and cause to be delivered to the Project Site all equipment and materials required for the Project and as described in the District-approved final design engineering drawings, specifications and data sheets and as required to construct a fully functioning Project. Any proposed changes or substitutions must be presented to the District in standard submittal format with detailed explanations and instructions for review, comment and approval. Minimum requirements for equipment are described below. District approval of any of the submittals provided by Provider, including drawings, does not excuse the Provider from their responsibility to meet all safety requirements, applicable codes and standards requirements, requirements of all Governmental Authorities and the requirements of the Agreement including this Exhibit G.

4.1 **Standards** All components shall be designed, manufactured, tested and listed in accordance with the latest applicable standards of NEMA, ANSI, NEC, IEC and UL. Provider shall verify listing and labeling of equipment by a Nationally Recognized Testing Laboratory (NRTL) prior to installation. In all cases NEC and Governmental Authority rules shall apply.

4.2 **Factory Testing** Any equipment that is required to be factory tested by an applicable standard shall be accompanied by the results of those factory tests, and further those results will be submitted to the District as part of the Final Binder.

4.3 **Acceptance and Care** Equipment shall be stored, handled and installed in accordance with manufacturer's requirements. Material received shall be identified by serial number, a report prepared and that report including make, model and serial numbers of the material and equipment received (if applicable) shall be forwarded to District within ten (10) days of the equipment being received.

4.4 **NEMA Rating** Enclosures shall be rated a minimum of NEMA 3R. If any Project Site is within two (2) miles of any body of water or one (1) mile from any body of salt water, inverters and combiner enclosures shall be NEMA 4X in stainless steel and all enclosures exposed to the elements shall be NEMA 4X.

4.5 **Nameplates and Labeling** All equipment, panels, boxes and associated equipment shall be clearly labeled with engraved phenolic nameplates. Unless otherwise explicitly approved by District in writing, nameplates shall be red background with 3/8" or greater white letters. Provider shall submit the proposed nameplates with desired labeling for approval prior to installation. The following minimum labeling shall be installed:

(a) Install engraved signs for instruction and warning identifying that a solar PV system is operational on the premises at appropriate locations and that there is potentially multiple power sources on the premises – submit wording and location to District for approval. In all cases NEC requirements shall dictate.

(b) Provide identification of all DC power circuits on switches and clearly identify individual PV module strings in DC combiner boxes. Use appropriate wire color codes (i.e. Red & Black) for negative and positive circuits.

(c) PV modules must include serial numbers in such a position as to be easily visible when installed.

(d) Install all signage required by NEC Article 690 of the most recently adopted version of the NEC and per the requirements of the CA Fire Marshall PV Specifications.

(e) Install all other required signage per NEC (including arc flash requirements per NEC Article 110).

(f) Inverters shall have engraved phenolic labels with shutdown and restart instructions. These labels shall be on the outside of the inverter.

4.6 Products – Approved Manufacturers and General Product Requirements Only products that meet the requirements below shall be used in the construction of the Project, unless otherwise explicitly approved in writing by District.

Approved PV Modules.

[TO BE ADDED by Provider prior to executing Agreement]

Approved PV Module Manufacturer

[TO BE ADDED by Provider prior to executing Agreement]

District's General Guidelines for PV modules

- Thin-film, concentrating PV, etc. PV technologies are not accepted by District.
- All PV modules must be included on any required rebate-related approved module list as well as on the California Energy Commission's (CEC's) List of Eligible Photovoltaic Modules.
- All PV modules must have anti-reflective (AR) glass surfaces.
- All PV modules used on the Project shall include a minimum 25 year linear power output warranty and a minimum 10 year product warranty.
- All array layouts, PV module related submittals, and PV module data sheets must include cell and module efficiency ratings, and define the guaranteed production degradation over the warranted life of the module.
- Provider will provide flash test data for all PV modules to District in MS Excel format upon procurement of PV modules. District, at its sole discretion, may randomly select up to fifty (50) PV modules for delivery to a third-party for quality verification testing. The costs of such verification testing shall be the responsibility of District.

Approved Inverter Hardware. Central and string level inverters up to 1000VDC are allowed. Micro-inverters are not allowed. All inverters must be included on any required rebate-related approved inverter list as well as on the California Energy Commission's List of Eligible Inverters. Inverters must meet all Distribution Utility requirements. All inverters must have a minimum 20 year warranty.

Approved Inverter Manufacturer

[TO BE ADDED by Provider prior to executing Agreement]

Inverter Manufacturer Preventative Maintenance and Support Services. District requires preventative maintenance support services which may be provided by the Provider or the inverter manufacturer, as well as comprehensive and highly responsive repair service offerings. In addition, District will be monitoring the inverters' performance remotely, and require that the inverters utilize an open interface and documented protocols for third party monitoring software.

Approved Mounting Hardware

Mounting or tracking solutions or systems not listed by a nationally recognized testing laboratory (NRTL) may be submitted to District for review and approval. District requires that all mounting solution descriptions clearly identify the mounting hardware and any engineering services related to the mounting solution. Proposed mounting systems or tracking solutions should be supplied with full specifications, warranty details, etc.

Structural columns and beams shall be painted steel. Purlins shall be G90 galvanized steel. If deemed required, Provider shall conduct topographic survey to ensure structural column heights are designed such that in Project Sites with multiple structures the beams are installed in the same horizontal plane. Proposed shade structures shall be DSA Pre-Checked solar shade structures. Weep holes on steel canopy structures will be closed or filled. Concrete bollards or wheel stops are required to protect columns in parking lots. Provider shall install flag post columns for all solar shade structures (i.e. no concrete bollard around columns).

Ground mount arrays located at schools shall be designed and follow the requirements of DSA IR16-8 for DSA exclusion where a resolution has been passed by the District's governing board to allow for the exclusion. If an exclusion has not been approved by the District's governing board then ground mounted arrays shall meet all DSA requirements.

Approved Mounting Hardware Manufacturer.

[TO BE ADDED by Provider prior to executing Agreement]

Approved Data Acquisition System ("DAS")

[TO BE ADDED by Provider prior to executing Agreement]

Performance Monitoring and Reporting Service Provider

[TO BE ADDED by Provider prior to executing Agreement]

Inverter Monitoring Provider

[TO BE ADDED by Provider prior to executing Agreement]

Weather Station Requirements

- Module temperature sensor
[TO BE ADDED by Provider prior to executing Agreement]
- Irradiance sensors (one horizontal and one installed at each unique azimuth and tilt of the arrays)
[TO BE ADDED by Provider prior to executing Agreement]
- Ambient temp sensor
[TO BE ADDED by Provider prior to executing Agreement]
- Wind speed and direction sensor
[TO BE ADDED by Provider prior to executing Agreement]

Load Side Interval Meter

[TO BE ADDED by Provider prior to executing Agreement]

Generation Meter

[TO BE ADDED by Provider prior to executing Agreement]

Approved DC Safety Switches

[TO BE ADDED by Provider prior to executing Agreement]

Approved Grounding Lugs

[TO BE ADDED by Provider prior to executing Agreement]

5. COMMUNICATIONS AND MONITORING SYSTEMS Provider is responsible for the complete and fully functional installation and operation of the Supervisory Control and Data Acquisition (“SCADA”) System. Any labor, communications devices, wiring and or other materials shall be included in Provider’s cost and scope. The SCADA system shall meet all the requirements outlined in this Agreement.

5.1 Performance Monitoring & Reporting Service. Provider shall provide a Performance Monitoring and Reporting Service (“PMRS”) contract for the term of the PPA to monitor and collect data for load side interval meters, Generation Meter, inverters, meteorological stations and all other data points applicable to the Solar Facility operation. Provider shall be responsible for procuring, installing, and commissioning the PMRS equipment, and for entering into a contract with a third party Performance Data Provider (“PDP”). The monitoring service requirements are as follows:

(a) Provider shall provide operator and administrator level training to District for using the PMRS software interface as part of commissioning activities.

(b) The PMRS software interface must allow for access via a link from the District’s website and must allow the users to view and download real-time and historical electricity usage and production data at the Project Site over a variety of timescales. Provider shall coordinate and obtain approval of all data points to be displayed on the public webpage with the District prior to implementation.

(c) The PMRS software interface must allow the District to programmatically download via Application Program Interface (“API”) the real-time and historical electricity usage and production data at the Project Site over a variety of timescales. The API must include the ability to reference most recent inverter, generation meter, weather station and alarm status readings.

5.2 Equipment / Components Below is a list of the minimum equipment / components that must be included as part of the PMRS. All equipment shall be installed to equipment manufacturer’s recommendations and best practices for solar power systems.

- Load Side Interval Meters. Provider is required to install load side revenue grade interval meters to measure the total (not net) electricity usage, instantaneous demand, power factor, etc. at the main switchboard where the PV Systems are interconnected. The load side revenue grade interval meters shall be installed as part of the PMRS system and send data through the PDP and be displayed on the PMRS software interface.
- Data Logger/Internet Gateway
- Generation Meter Revenue Grade energy meters shall be installed to monitor the generation of the Project at the Site. The Generation Meter shall be located within 10’ of the Delivery Point unless an alternative location is agreed to in writing by the District. The Generation Meter shall

be installed as part of the PMRS system and send data through the PDP and be displayed on the PMRS software interface.

- External Device Communication Provider must arrange for and provide District a secure and reliable internet connection adequate to provide a minimum of 15 min data uploads for all of the data points from the PMRS. Provider shall provide a high speed cellular data service during the entire term of the PPA to record the electric energy generated by the System and all other PMRS data as required by this Exhibit and shall make this information available to the District through the PMRS system.
- Inverter Monitoring If inverters are not provided with communications as part of the standard package, then the communications option shall be ordered. DC monitoring shall be provided for each home run from the combiner box to the inverter. Where various communication package options exist those options shall be discussed with the District prior to ordering.
- Protective Relays, Medium Voltage Circuit Breakers and Transformers All available data points shall be provided through the PMRS system.
- Meteorological Stations. The Project will require installation of one meteorological station at a location determined by the District and to include at least the following:
 - one (1) ISO 9060 first class pyranometer installed at 0° tilt to measure ground horizontal irradiance (GHI)
 - one (1) ISO 9060 first class pyranometer installed at each unique azimuth and tilt of the arrays installed
 - two (2) PV module temperature sensors,
 - one (1) ambient temperature sensor,
 - one (1) wind speed and direction sensor and,
 - one (1) rain gauge.

Sensors shall be mounted away from shadows, reflective surfaces, and sources of artificial irradiation or any other factor that may influence measurement accuracy of the sensors. Irradiation sensors will be installed in the middle of the array.

The PV module temperature sensor data shall be linked to the predicted power calculation formula in the PMRS software interface along with the applicable plane of array irradiance data supplied by the pyranometer for each array.

The meteorological station must be connected to the PMRS so that weather data can be collected and downloaded along with the Solar Facilities production data.

All meteorological station equipment shall be calibrated and tested by the original equipment manufacturer or vendor prior to delivery to the Site and maintained through the Term of the PPA per the manufacturer's requirements. All pyranometers shall be cleaned in the same manner and at the same time as a module washing is performed.

5.3 Analytics Pages The Site PMRS should have the following tabs configured in the monitoring analytics page. They should be labeled uniformly at the site. The tabs should be labeled as follows:

5.3.1 Load Profile

- (a) Generation Meter Power (kW)
- (b) Demand (kW)
- (c) Net Consumption (kW)

5.3.2 Inverter Output kWh per inverter (each inverter shall have a unique name matching the naming convention in the As-Builts)

5.3.3 Predicted kW

- (a) Generation Meter Power (kW)
- (b) Predicted Power (kW)

5.3.4 Inverter vs GenMeter kW

- (a) Each inverter as: Inverter A – Manufacturer kW Capacity Power (kW)
- (b) Generation Meter Power (kW)

5.4 Other Data The Site PMRS should have the following minimum additional information available:

5.4.1 Alarms The site should have at least the following custom alarms:

- (a) Inverter produces less than 10% of the inverter capacity over the course of an hour between 10am and 3pm. The upper limit of the alarm should be set to twice the inverter capacity.
- (b) Generation Meter reports less than 0.1 kW for one hour between 10am and 3pm. The upper limit of the alarm should be set to twice the site capacity.

5.4.2 Settings All System information should be filled out completely and correctly on the monitoring platform to match the As-Built drawings and allow for easy identification of equipment and other System information.

5.5 CONSTRUCTION Provider is required to conduct all construction and construction management work for completion of the Project. In all cases, all contractors are to be properly licensed by the California Contractors State License Board and registered as a public works contractor with the Department of Industrial Relations. Provider shall perform all work in accordance with generally accepted industry practices, all applicable laws, regulations, codes, rules, ordinances, government approvals and permitting requirements, equipment manufacturer's requirements, and quality control inspection protocols so that the Solar Facility meets or exceeds (i) all requirements of applicable laws, government approvals and licenses; (ii) equipment manufacturer's installation specifications, and compliance with the terms and conditions of all applicable warranties and guarantees; (iii) complies with all requirements of the Interconnection Agreement; (iv) all established safety protocols for operation and maintenance, and labeling / placarding requirements; (v) all requirements of the commissioning procedures and performance validation herein; (vii) all requirements for any applicable federal, state or other environmental or financial rebates and incentives. All Work must be performed and supervised by skilled workers trained and experienced in the installation of photovoltaic solar systems in accordance with equipment manufacturers' installation requirements. Provider is encouraged to utilize local sub-contractors and source materials and resources locally should they provide requisite qualifications and competitive advantages.

5.6 Site Safety and Security The Provider shall be solely responsible for compliance with all applicable occupational safety and health standards, rules, regulations and orders established by local agencies, the State of California, and California Division of Occupational Safety and Health Construction Safety Regulations (Cal OSHA), including obtaining any required permits. In addition, Provider and all subcontractors shall comply with applicable provisions of Federal, State, and municipal safety, health, and sanitation statutes and codes.

Provider will develop a site specific OSHA approved safety plan for the Project Site and submit it to District for review and approval prior to the start of construction. The Site Safety and Security Plan shall include an evaluation and appropriate documentation of the safety record for all Subcontractors that will be performing work on the Project, a traffic control plan, and an Injury and Illness Prevention Program plan. The Site Safety and Security Plan shall also include the location of emergency utility shutoffs and an evacuation plan. A safety conference shall be scheduled prior to the start of construction to review the respective safety requirements, and to discuss implementation of all health and safety provisions related to this project. Representatives from the Provider, every subcontractor and the District shall be present at the safety conference. No work shall be performed on the Project prior to written confirmation that the District has accepted the Site Safety and Security Plan.

Following the commencement of work on the Project, safety meetings will be held once a week with all Provider and subcontractors employees attending. Printed names will be taken of those attending the meeting. No individual will start work at any Project Site without having attended a safety briefing on the dangers and protocols of the Project Site. Records of this training will be kept and provided to District for review. No individual will operate a piece of equipment on which they have not had certification training. Certification shall be carried on the operator at all times.

Please note that the District has adopted a “Total Safety Culture” and reserves the right to suspend the work wholly or in part, for any time period as the District representative deems necessary, due to unresolved safety disputes. Any costs or schedule impacts that result from the District suspending work due to unresolved safety disputes shall be the full responsibility of the Provider.

Security of the construction site is the sole responsibility of Provider, including any security monitoring equipment, fencing or other precautions that Provider may deem reasonably necessary. District will not be liable for theft or damage of equipment or materials stored at the Project Sites.

5.7 Access to and Use of Project Site District shall provide access and area at the Project Site for the performance of the work on the Project, including lay-down area and storage area. District will grant Provider access to the Project Site to perform all work associated with the Project and on-going Operation & Maintenance during regular business hours, or such other reasonable hours requested by Provider and approved by the District in accordance with this Agreement. Access points to the Site must be closely coordinated with the District and approved in advance before construction begins. The District will issue necessary keys to Provider to access the Project Site once all related requirements have been met. Provider shall return keys to District at any time upon request by District. Provider shall reimburse District for the cost of re-keying all of District’s locks, if keys are not returned to District

A minimum of half of the parking lot spots at the Project Site shall remain open for non-construction activities use at all times. District may allow Provider to close an entire parking lot with support from Provider to direct traffic to temporary parking lots. Provider shall provide three weeks’ notice in advance of the parking lot closure. Provider shall prepare a communication memo with a site logistics plan for distribution to Project Site stakeholders (staff, teachers, students, parents, etc.).

Provider agrees not to bring, keep, or permit to be brought to, or kept at or near any Project Site, any hazardous materials, or materials which are prohibited by the District or prohibited by the standard form of District’s insurance policy. Provider agrees not to commit or suffer to be committed any waste upon the Project Sites.

Provider shall install signage at the front gate / Site entrance to identify the Project and the Provider's name and contact information upon District approval of all proposed signage. The Provider shall submit a prototype of the construction signs to the District for review and approval before posting the signs at the construction sites. After approval, actual sign placement and location shall be coordinated with the District's Inspector. A construction project sign template can be provided to the Provider upon request.

5.8 Drawings Provider shall maintain one complete Engineering Design Package at the job site including one full set of full size plans marked to show any deviations that have been made from the approved plans, including but not limited to buried or concealed construction features or utilities which are revealed during the course of construction. Current as-built record drawings shall be accessible to the District at all times during the construction period. They shall be reviewed with the District at regular intervals. Upon completion and prior to final inspection of the Project, the Provider shall submit the complete Engineering Design Package to the District for review, and shall make such revisions or corrections as may be necessary for them to be a true, complete, and accurate record of the Project in the opinion of the District.

5.9 Work-Time Constraints Great care shall be taken to avoid interruptions to business activities. Construction activities shall take place between typical working hours of 7:00AM to 5:00PM, Monday through Friday, excluding recognized holidays, but at all times in compliance with local ordinances. Provider will be required to provide necessary weekly updates of scheduled activities at the Site to District.

A shutdown plan must be provided to the District at least two months in advance to allow for electrical shutdowns to be carefully coordinated with the District personnel. All interruptions in power shall be subject to District approval and must be coordinated to take place during a time period that will minimize disruptions to site activities. This requirement will typically mean, and the District reserves the right to request, shut downs to occur on weekends or after working hours. All efforts must be taken to minimize the amount of time required to complete interconnections. If required, backup power will be provided by Provider generators during shutdowns, at Provider's expense.

Reasonable efforts must be taken to minimize noise during working hours. Deliveries shall take place outside high traffic times and must be coordinated with the District's personnel. Provider shall manage construction activities around and with consideration to the other projects occurring at the same time where applicable.

5.10 General Requirements

5.10.1 Wiring / Conduits

- (a) Locations of all pull boxes shall be reviewed with District prior to start of construction.
- (b) No wire splicing shall be allowed.
- (c) Pull box locations shall not be installed in or near playgrounds and play fields. Locations of all pull boxes shall be reviewed and approved with District prior to start of construction.
- (d) All exposed wire will be secured every three and a half feet (3.5') minimum
- (e) When terminating aluminum conductors all terminations shall be brushed and coated with an oxide inhibitor.
- (f) No trenching is allowed inside playgrounds and play fields.

(g) Underground cabling shall have electrical warning tape installed approximately 12 inches below finished grade in the backfill.

(h) Grounding wire connections must be made at closest point possible between concrete and steel, sharp edges removed, and painted to match.

(i) Provider shall use GPRS and potholing to survey for underground utilities and use best practices when boring or trenching, including hand digging near buried lines. Trenching or boring in potentially high risk areas (gas lines) shall be coordinated with the District.

(j) The Provider shall carefully preserve all bench marks, monuments, survey markers, and stakes and shall be solely responsible for resetting if required.

(k) Provider shall ensure parasitic loads (lights, security cameras, etc.) are not installed on the same circuit as the Generation Meter and are installed so that their load shall be included with the overall site's load side interval meter measurement.

(l) Provider shall confirm that PV systems are interconnected to the correct Distribution Utility meter at the Project Site by validating the meter and service account identification numbers (SAID) with the Distribution Utility.

(m) All exposed wiring shall be properly rated for direct sun exposure.

(n) Exposed wiring shall be restrained utilizing wire clips and per NEC and best practices to eliminate strain on PV module junction box connections, wire pinch points and wire kinks. Strain-relief devices shall be rated and labeled for exposure to UV (direct sunlight).

(o) Conduit entry locations shall be made in manufacturer provided/specified locations only.

(p) All ground conductors shall be protected from physical damage as specified in the NEC.

(q) Power and data lines shall be located in a separate conduits with appropriate separation to avoid interference.

(r) All junction boxes, condolets, etc., are to be sealed with a silicone sealing compound and made watertight. Underground junction boxes shall be covered with traffic rated metal plates bolted / welded in place with a permanent marking on the lid stating "Electrical". Aboveground junction boxes must have tamperproof screws and shall not be placed in areas where water ponding is anticipated.

5.10.2 Equipment

(a) Equipment shall be stored and handled in accordance with manufacturer's requirements.

(b) Inverters shall be placed away from all buildings where the operational noise would disturb the occupants.

(c) Inverters shall not be placed in locations where fences or other barriers would obstruct inverter filters and prevent access for regular service and cleaning.

(d) All high voltage and high amperage equipment must be installed in secure, tamper-proof, and locked enclosures to prevent unauthorized tampering for safety and theft prevention. Locks for all gates and combiner boxes are to be provided by Provider but must be approved by District prior to procurement.

(e) Locks for all gates and combiner boxes to be provided by Provider but must be approved by District prior to procurement.

(f) Safety labels are required for high voltage and high amperage equipment.

(g) All enclosures shall be detailed as part of the punchlist work to insure that any scratches, etc. are properly covered with paint as appropriate.

(h) PV Modules shall have their serial numbers recorded as they are installed grouped and listed by string.

(i) The Project will include installation of conduits at the Project Site sufficient to allow for future installation of security cameras at locations agreed upon with the District during Project design. Should the Provider choose to install cameras as part of the overall security plan for any Site, camera selection and location shall be coordinated with the District. Integration of any installed safety and security systems with the PMRS system shall be reviewed with the District and options provided.

5.10.3 Site Work

(a) It is the Provider's sole responsibility to ensure that all Site Work complies with all federal, state and local code requirements and all applicable industry codes and standards, and all other requirements in the Agreement including the requirements in this Agreement.

(b) Temporary security fencing around construction areas shall be provided throughout construction, to be removed at end of construction, and permanent fencing and bollards added if required.

(c) Prior to the start of any work on Site and following the finish of construction, Provider shall take pre-construction videos and photographs of any and all areas that may be impacted as part of the Project construction and provide the pre-construction videos and photographs to the District for review and reference.

(d) Provider is solely responsible for locating and avoiding all existing underground utilities, including irrigation lines, and shall ensure the existing underground utilities and installations are not impacted by Project construction. In the event Provider damages or makes inoperable any underground or above ground utilities it will be Provider's full responsibility to notify District immediately and all utilities whole and fully operational to District's standards and to District's satisfaction, at Providers sole cost and expense, all damaged utilities.

(e) Provider is responsible for the repair of any damage to any Project Site that is caused by Provider at their sole cost and expense. Provider shall assess the condition of all areas to be used in the construction of the Solar Facilities prior to construction and shall alert the District if any such area cannot accommodate wear and tear caused by ordinary construction activities. In such event, Provider shall propose a reasonable remedy or remedies to such conditions for District's consideration.

(f) Damage to District's facilities and or the Solar Facility shall be reported to District within 24 hours with photographs.

(g) All parking lot wheel stops that are damaged during construction shall be replaced at Provider's sole expense.

(h) All areas within the limits of construction or otherwise impacted by construction of the Project shall be restored to pre-Project Site conditions at the Provider's sole cost and expense including but not limited to: fine grading, rock and concrete spoils removal, vegetation remediation.

(i) Provider will coordinate with District when boring or trenching is performed, when laydown areas are determined, when major shipments are planned, or any other activities that might impact District's business operations.

(j) Provider shall correctly torque all such equipment or assemblies requiring torque and mark torqued bolts to designate status of having been torqued. District or District's representative may at any time request a test of marked bolts. Failure of a bolt designated as torqued to show that torque may require all assemblies to be re-torqued in the presence of a third party inspector – such inspector to be paid for by Provider.

(k) Provider shall maintain a clean and workmanlike construction site. Loose debris and unsafe conditions shall not be tolerated at any time.

(l) Provider is responsible to obtain all necessary Site data, perform all required geotechnical investigations and determine all Site data required for the design and construction of the System at their sole cost. This shall include determination of code requirements for seismic, snow and wind design loads.

(m) Provider shall be responsible for the removal and disposal of all excess soil and construction related debris in accordance with Applicable Law.

(n) Appropriate safety signs are required to caution drivers for speed or path restrictions near equipment pads.

(o) Signage shall be provided at all drive aisle locations that coincide with a solar shade structure clearly indicating the clearance height of all shade structures.

(p) Safety bollards or traffic pylons with reflective strips shall be installed where any part of the Project is adjacent to a road.

(q) Signs and barricades shall be provided and maintained by Provider and shall be in accordance with jurisdictional regulations for accident prevention and in accordance with the Safety Plan.

(r) Provider shall ensure to reasonable extent and availability of installation space that solar structures are built away from the line of sight of neighboring properties.

(s) Provider shall remove trees that would cause shading and reduce production of PV systems or are in direct path of construction. Provider shall mark each tree and review with District and City Arborist prior to removal. Provider shall remove the tree stump/grind to 1' below grade and provide a surface flush with surrounding grounds using the same material as the surrounding area.

(t) Provider shall remove light posts (including complete concrete bollards and rebar cages above and below grade) and other non-building fixtures that would cause shading and reduce production of PV systems. Where light post removal is required, Provider shall mark each light post and fixture and review with District prior to removal. After removal of the light post, Provider shall electrically secure the termination point at ground level and place an H-20 rated concrete tops with round CI lids over the Christy box. Provider shall use best efforts to remove the light posts and deliver to District at the Project Site in existing condition so the District can re-install in other areas.

(u) H-20 rated concrete tops with round CI lids will be supplied for all underground Christy box locations unless the District approves an alternative approach.

(v) Provider shall verify all required clearances in the field prior to construction, and is solely responsible therefor.

(w) Driveways in parking lots must stay open during construction. Any parking lot driveway closure must be temporary (i.e. a few hours for heavy material delivery) and shall be coordinated with District.

(x) Temporary power for construction shall be arranged and paid for by Provider.

(y) Provider is responsible for providing drinking water and sanitation facilities for all workers.

(z) All cut edges of galvanized strut or other support structure materials shall be cold galvanized.

(aa) All enclosures shall have paint touched up to cover all scratches and other wear and tear that may have occurred during construction.

(bb) Saw cut concrete shall be replaced joint to joint and match nearby area.

(cc) Provider shall backfill all trenches with engineered fill and compact in accordance with Caltrans specifications.

(dd) All asphalt cuts shall be made in square or rectangular cuts to avoid inconsistent repair work. Provider shall cover asphalt trenches with hot mix asphalt, roll for compaction, and cover the width of the trench with a slurry seal after the cure period. All repairs shall be made to match existing.

Any repainting of striping required to return the site to original or better conditions shall be the sole responsibility of the Provider.

(ee) Provider shall cover trenches in grass areas with new sod where underneath the array or within any area expected to be shaded by the array and shall reseed grass in arrays not expected to be shaded by the array.

(ff) Where necessitated by birds nesting underneath solar shade structures, Provider shall be responsible for providing a means of deterring birds from nesting that is acceptable to the District.

(gg) Provider shall conduct harmonic testing and install necessary line filters if District or the utility detects electromagnetic interference (EMI) following the installation of the Solar Facilities. Detection of EMI includes noticeable power interruptions in previously functional electrical equipment.

(hh) Provider must apply for fire hydrant meter permit and cover all water use expenses for construction water use where applicable.

6. FINAL PROJECT CLOSEOUT. Prior to final completion of the Project, Provider will perform the following tasks:

- Complete all unfinished work described on a Punch List approved by District in a timely manner.
- Completely and accurately fill out and file forms DSA 6-A, DSA 6-C, DSA 152 or current form (Verified Reports), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.
- Complete final clean-up of the Project Site, which shall include a thorough washing of the PV modules. All module washing shall be completed in accordance with the module manufacturer's recommendations.
- Confirm minimum 30-day continuous operation for the entire system and all sub-systems, and ancillary equipment without downtime following the final commissioning.
- Assemble and provide District with all documents outlined below and all other required submittals.
- Provide trainings for District personnel on emergency shut-down procedures as well as standard inverter restart procedures.

A complete set of project documentation shall be provided to the District at the finish of construction for record keeping purposes (the "**Final Binder**"). The project documentation shall include, at a minimum, the following documents:

- Copy of Executed Agreement(s) and all amendments
- Copy of the Notice to Proceed to Pre-Construction
- Copy of the Notice to Proceed to Construction
- Copies of all reports / studies completed including but not limited to:
 - Underground Utility Study
 - Title Reports / ALTA surveys
 - Geotechnical Studies
 - Environmental Studies
 - Bore Logs including GPS location coordinates and depth dimensions for all Project underground utilities
 - Glint and Glare Study
 - Arc Flash Study
- Final AHJ approved design drawings in PDF and AutoCAD (1 electronic).

- Copies of all Governmental Approvals required for the Project to be constructed including but not limited to all Construction Change Order Directives from DSA (1 electronic)
- Copies of all Governmental Approvals required for the Project to be operational. If the project is under DSA jurisdiction, provide DSA close-out letter issued by DSA. (1 electronic)
- Letter to the Distribution Utility requesting final inspection in advance of Permission to Operate (1 electronic).
- Completed Commissioning Schedule - Attachment F (1 electronic).
- Permission to Operate Notice from the Distribution Utility (1 electronic)
- All incentive related documents (1 electronic)
- All final executed Distribution Utility Agreement(s) – Interconnection, special facilities, etc. (1 electronic)
- As-built drawings in PDF and AutoCAD (1 electronic)
- Equipment data sheets, installation & user manuals, and warranties for all major equipment including but not limited to: modules, inverters, batteries, transformers and racking (1 electronic)
- Final Site Assessment Table in PDF and Microsoft Excel formats (1 electronic)
- Final punchlist showing proof of completion of all items (1 electronic)
- Letter stating Commercial Operation Date achievement and date
- Contact Information for all key Provider personnel including:
 - Provider's name
 - Provider's main office mailing address, phone, fax, and email
 - Employer Identification Number ("EIN")
 - Provider's main contact person and title, mailing address, phone, fax, and email
 - Operations and Maintenance contact person and title, mailing address, phone, fax, and email
- Two (2) sets of keys to all locks, equipment, fence gates and boxes.
- Operations and Maintenance Manual including:
 - Overall system O&M documentation
 - O&M manual location and contact
 - Inverter startup and shutdown procedure for each type of inverter
 - District training completion date, including list of personnel trained in inverter shutdown and restart procedure
- Monitoring System Information including:
 - Monitoring specification sheet
 - Meter calibration records with serial numbers for all meters
 - Website access and operation instructions
 - List of public monitoring websites
 - IP Addresses and login Information of Acquisuite or equivalent
 - Network configuration documentation
 - Performance Data Provider contracts
- Site photographs of all items listed below (electronic version only)
 - Arrays
 - Inverters
 - Combiner boxes

- Disconnects
- Monitoring equipment
- Weather station
- Generation Meter
- Distribution Utility Meter

7. OPERATIONS AND MAINTENANCE Provider shall be responsible for all operations and maintenance of the Solar Facilities. The operations and maintenance of the Solar Facilities shall include at a minimum:

7.1 All preventative maintenance required to maintain all equipment warranties.

7.2 Provider shall provide erosion control, weed abatement, and security for the Site throughout the Term of the Agreement at their sole expense.

7.3 Ground mounted arrays shall include the application at the completion of construction and as required through the Term of this Agreement of a dust control polymer additive coating within the Solar Facility area to limit module soiling.

7.4 Provider shall maintain one complete Engineering Design Package throughout the Term of the PPA and update with any changes made from the as-built drawings provided at the completion of construction.

7.5 A minimum of one annual module washing shall be required at all sites. Two annual module washings shall be required at [XX] due to nearby farming activities. The timing of the module washing(s) shall be coordinated with the District to ensure mutual beneficial production gains.

7.6 All pyranometers shall be cleaned at the same time as, and with similar care, as the module washing.

7.7 Where painted steel is used for the structural components of the array the District shall be provided with a hex color code and an adequate amount of touch up paint to address minor aesthetic maintenance.

ATTACHMENT A
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS
PRELIMINARY ENGINEERING DESIGN PACKAGE
[TO BE PROVIDED BY PROVIDER PRIOR TO PPA EXECUTION]

**ATTACHMENT B
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS**

SITE ASSESSMENT TABLE
[TO BE PROVIDED BY PROVIDER PRIOR TO PPA EXECUTION

**ATTACHMENT C
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS**

PROJECT SCHEDULE [TO BE PROVIDED BY PROVIDER]

Provider will develop, with input from District, a Preliminary Project Schedule and a Final Project Schedule using Microsoft® Project or equivalent and submit the Final Project Schedule to District within 30 days after the Agreement Effective Date. Provider and District will establish a weekly construction meeting at which time the work of the previous week will be reviewed, and a three-week look-ahead schedule will be coordinated. The three-week look-ahead schedule shall be created in MS Excel® and present the list of activities occurring at the Site on a daily basis.

The work on the Project shall be completed on or before the Commercial Operation Date in accordance with the Final Project Schedule set forth below and as may be amended from time to time during the Agreement Term but in no case extending beyond the Commercial Operation Deadline. The Final Project Schedule shall only be modified upon the written approval of District. Any modified schedule approved by District shall replace the existing Final Project Schedule set forth below.

The Final Project Schedule (Anticipated Key Engineering and Construction Dates) shall include, at a minimum, the following and shall become a part of the Agreement upon District's approval:

- 50%, 90% and 100% drawings due to District
- District review of 50%, 90%, 100% drawings
- Permit approval
- Procurement
- Site preparation
- Construction start
- Electrical & Mechanical completion
- Interconnection sign off
- Testing & commissioning
- Utility meter and rate switch completion
- Permission to Operate
- Final completion date

The Final Project Schedule shall not show more than 10% of the total activities as critical, and no activity shall have duration longer than thirty (30) days. The Final Project Schedule shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (CPM) for the planning and scheduling of all work required. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished. The Final Project Schedule shall incorporate float for inclement weather and resulting muddy site conditions due to rain and shall also include any potential acceleration paths. Scheduled float for non-working rain-related days and resulting muddy site conditions shall be based upon the latest and nearest available data from acceptable data issued from the National Weather Service.

A monthly project schedule update shall be provided to accurately indicate the actual progress of the work against the baseline Final Project Schedule for the prior month, and the remaining planned completion of the work.

The scheduling is necessary for the District's adequate monitoring of the progress of the work. The District may disapprove such a schedule and require modification to it if, in the opinion of the District, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement. Provider shall adhere to any such modifications required by the District. Between the monthly schedule updates, it is the obligation of the Provider to monitor the progress of the work against the current construction schedule activities, and to notify the District in writing of all changed activity start dates and finish dates.

Provider will exchange scheduling information with Subcontractors and suppliers. Provider will order work, equipment and materials with sufficient lead time to avoid interruption of the work.

The Provider shall also, if requested by the District, provide revised schedules within fifteen (15) days if, at any time, the District considers the Commercial Operation Date to be in jeopardy. The revised schedule shall be designed to show how the Provider intends to accomplish the work to meet the original Commercial Operation Date. The form and method employed by the Provider shall be the same as for the original progress schedule. The Provider shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. Provider will provide documents and justification for any schedule changes. An activity that cannot be completed by its original Commercial Operation Date shall be deemed to be behind schedule.

IF PROVIDER SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMMERCIAL OPERATION DATE FOR THE PROJECT, DISTRICT'S ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE PROVIDER TO ANY ADDITIONAL COMPENSATION OR CLAIM DUE TO ANY SUCH REVISED SCHEDULE.

ATTACHMENT D
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS
CONSTRUCTION MEETING MINUTES TEMPLATE

<PROJECT NAME>
PROGRESS MEETING #XX MINUTES
 Date: 2014-01-01
 Time of Meeting: 0:00
 Location: Building XX, Room YY

MEETING ATTENDEES

Company	Name	Present

(PT) attended part-time call

(Y) attended in person

(CC) attended via conference

Minutes by: **John Doe**
 Distribution: [Progress Meeting Quorum]

CORRECTIONS OR CLARIFICATIONS TO THE MEETING NOTES SHOULD BE DIRECTED TO: **John Doe**

Section 1: Contract

No.	Date of Entry	Action	POC	Due Date	Status

Section 2: Engineering and Design

--	--	--	--	--	--

Section 3: Project/Construction Schedule Review

--	--	--	--	--	--

Section 4: RFIs and Submittals

--	--	--	--	--	--

Section 5: Pending Change Order (PCO), Change Order (CO), and Pay Application

--	--	--	--	--	--

Section 6: General Discussion / Site Issues

--	--	--	--	--	--

Section 7: IOR and SI Topics

--	--	--	--	--	--

Section 8: Scheduled Testing and Inspection

--	--	--	--	--	--

--	--	--	--	--	--

Section 9: End of Meeting Minutes (note these items will be applied to the appropriate sections in the next meeting's agenda)

--	--	--	--	--	--

**ATTACHMENT E
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS**

CHANGE FORM TEMPLATES

PROPOSED CHANGE ORDER FORM

_____ School District

PCO NO.:

Project: _____
Bid No.: _____
RFI #: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

Contractor hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents. Contractor understands and acknowledges that documentation supporting Contractor’s PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO. Any spaces left blank below are deemed no change to cost or time.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (f)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Bond and Insurance</u> , not to exceed one and a half percent (1.5%) of Item (h)		
(j)	<u>TOTAL</u>		
(k)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	<u>Calendar Days</u>	

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add Bond and Insurance</u> , not to exceed one and a half percent (1.5%) of Item (f)		
(h)	<u>TOTAL</u>		
(i)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	<u>Calendar Days</u>	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 *et seq.* It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Contractor:

[Name]

Date

**ATTACHMENT F
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS**

COMMISSIONING SCHEDULE

Overview:

Provider technical personnel, with the assistance of the equipment manufacturer(s) as needed, will perform a complete commissioning of the Solar Facility following at a minimum the Commissioning procedures outlined in this Attachment as well as other standard tests, inspections, safety and quality checks. Provider shall be solely responsible to perform all tests that are required to verify that the Project was constructed in accordance with all applicable laws and industry standards, is expected to achieve the design life target, and will perform as anticipated to the Provider guaranteed Contract Quantity. Where forms have not been provided Provider shall provide the results of any tests in a standard format. All testing and commissioning will be conducted in accordance with the manufacturer's specifications. Provider will notify District at least 14 calendar days in advance of any commissioning activities and reserves the right to have a representative present for all commissioning. Additionally, District reserves the right to have the testing and commissioning results verified by a representative designated by District to evaluate and certify the capabilities of the Solar Facilities ("**Commissioning Engineer**").

These commissioning testing procedures for photovoltaic systems and major components are intended to determine system performance to the specification. The tests are designed to verify that the system, as installed, is safe for personnel as well as equipment, and to establish or verify System operation. The tests shall be used to determine actual post-construction operational, performance, and safety characteristics.

Testing and commissioning procedures must comply with the latest revisions of standards by NETA and NEMA. All testing and commissioning reports must be included in the operating and maintenance manuals.

SOLAR ENERGY FACILITY COMMISSIONING RESULTS

District Name _____ Project Site Name _____

Solar Facility Address (City, State, Zip) _____

Solar Facility Size (kW DC-STC) _____

Solar Facility Size (kW AC) _____

Utility and District meter number _____

Commissioning report submitted by _____

Provider _____

Time and date of commissioning_____

Weather at time of commissioning_____

Record and document inverter serial number and inverter location_____

This checklist is a guide to establish post construction Solar Facility operation, performance and safety. The local authorities having jurisdiction over the Project or inspector have the final say on what is or is not acceptable. Local codes may modify the requirements of the NEC. This list should be used in conjunction with Article 690 and other applicable articles. If article 690 differs from other articles of the NEC, Article 690 takes precedence.

PV ARRAY – GENERAL

Complete each item on the checklist below, check the box to the left of the item when it is complete

- Verify that all combiner fuses are removed and that no voltage is present at the output of the combiner box
- Recheck that fuses are removed and all switches are open
- Check that non-current carrying metal parts are grounded properly (array frames, metal boxes, etc. are connected to the grounding system)
- All debris has been removed from roof or ground
- Take photos of all sub-arrays and all inverters
- Inspect all roof penetrations and wall penetrations (ensure conduits and structural brackets are properly sealed/waterproofed) (where applicable)
- Ensure all labels and safety signs required by applicable law and any additional labels and signs specified in the Agreement Documents are in place
- Check that all home runs are properly identified at the inverter back to the combiner boxes
- Check that combiner boxes are properly labeled
- Check source strings in DC combiner box are in the proper order and make sure labeling is clearly visible
- Verify that all AC and DC disconnect switches are in the open position
- Check that the solar modules are secured to the mounting system
- Visually inspect the array for cracked modules
- Check to see that all wiring is neat and well supported
- Visually check that the rows of ground mount modules have been installed in straight lines that are parallel to each other.
- Check that all nuts and bolts have been properly torqued and record results using array naming nomenclature matching the As-Built drawings.

REPETITIVE SOURCE CIRCUIT STRING WIRING

- Verify that the both the positive and negative string connectors are identified properly with permanent wire marking
- Repeat this sequence for all source circuit strings
- VERIFY POLARITY OF EACH SOURCE CIRCUIT STRING in the DC String Combiner Box (place

common lead on the negative grounding block and the positive on each string connection—pay particular attention to make sure there is NEVER a negative measurement)

WARNING: IF POLARITY OF ONE SOURCE CIRCUIT STRING IS REVERSED, THIS CAN START A FIRE IN THE FUSE BLOCK RESULTING IN THE DESTRUCTION OF THE COMBINER BOX AND POSSIBLY ADJACENT EQUIPMENT. REVERSE POLARITY ON AN INVERTER CAN ALSO CAUSE DAMAGE THAT IS NOT COVERED UNDER THE EQUIPMENT WARRANTY

- Record the I-V curve for each string using an I-V curve tracer. Results should be submitted as an MS Excel file generated by the I-V curve tracer. The MS Excel files must be named and organized such that the location of the fuse (i.e. facility name, inverter name/size, combiner box name, fuse and string number) can be conveniently identified and the nomenclature shall match that of the as-built drawings.
- Verify open-circuit voltage of each source circuit string is within proper range according to manufacturer's installation manual and number each string and note string position on as-built drawing. (Record the string voltage for each string using the same nomenclature as used in the as-built drawings in the attached Appendix, provide one attachment per combiner)
- Retighten all terminals in the DC String Combiner Box

WIRING TESTS

- Check the AC line voltage(s) at the main AC disconnect and record the voltage here:

- If installation contains additional AC disconnect switches, repeat the voltage check on each switch working from the main service entrance to the inverter AC disconnect switch, closing each switch after the test is made except for the final switch before the inverter (it is possible that the system only has a single AC switch)
- Check an electrical connection between the ground and the conductive surface of the PV modules. Perform test with a multi-meter or 100 mA dc source. If the resistance is less than 1 Ω , then the ground is considered good
- Cable continuity tests shall be performed on all cables in the System and recorded using cable naming nomenclature matching the As-Built drawings. Each cable shall be labeled in the field using the same nomenclature.
- Insulation resistance tests shall be performed on all cables in the System by qualified personnel using appropriate methods and IR values for the cable being tested (not required for PV string wiring) and recorded using cable naming nomenclature matching the As-Built drawings.

INVERTER STARTUP TESTS

- Be sure that the inverter is off before proceeding with this section
- Test the continuity of all DC fuses to be installed in the DC string combiner box, install all string fuses, and close fuse switches in combiner box
- Check open circuit voltage at DC disconnect(s) switch(s) to ensure it is within proper limits according to the manufacturer's installation manual and record the voltage here:

- If installation contains additional DC disconnect switches, repeat the voltage check on each switch working from the PV array to the inverter DC disconnect switch, closing each

- switch after the test is made except for the final switch before the inverter (it is possible that the system only has a single DC switch)
- At this point, consult the inverter manual and follow proper startup procedure (all power to the inverter should be off at this time)
 - Confirm that the inverter is operating and record the DC operating voltage here:

 - Cross check that the power output shown on the inverter is the same as on the supplied performance meter within a + or – 2% tolerance Inverter kW _____

ONSITE MONITORING SYSTEM COMMISSIONING – LOAD SITE INTERVAL METERING
(Go to metering enclosure and CT location for this section)

- Check CT's are orientated in the correct direction and take a picture, the black wire's from the CT's should be facing towards the Utility service panel
- CT's manufacturer _____
- CT serial numbers A _____ B _____ C _____
- Meter manufacturer and serial number (Ex: Shark or ION)

- Remove the **meter calibration report** from the monitoring enclosure for delivery to District with this report
- Power Factor (PF) _____ (If the Power Factor is negative then one or more of the CT's are installed backwards)
- Watts (W) _____ Hz _____ Amps _____
- Volts L-N A _____ B _____ C _____
- Volts L-L A _____ B _____ C _____
- If Static IP -- IP Address _____ Subnet _____ Gateway _____
- Verify that AC Power of Phase A, B and C are positive and within 2% of each other with the PV system disconnected

ONSITE MONITORING SYSTEM COMMISSIONING - GENERATION METER
(Go to metering enclosure and CT location for this section)

- Check CT's are orientated in the correct direction and take a picture, the black wire's from the CT's should be facing towards the Utility service panel
- CT's manufacturer _____
- CT serial numbers A _____ B _____ C _____
- Meter manufacturer and serial number (Ex: Shark or ION)

- Remove the **meter calibration report** from the monitoring enclosure for delivery to District with this report
- Power Factor (PF) _____ (If the Power Factor is negative then one or more of the CT's are installed backwards)
- Watts (W) _____ Hz _____ Amps _____
- Volts L-N A _____ B _____ C _____
- Volts L-L A _____ B _____ C _____
- If Static IP -- IP Address _____ Subnet _____ Gateway _____
- Verify that AC Power of Phase A, B and C are positive and within 2% of each other

ONLINE SYSTEM COMMISSIONING Check that the following field devices are communicating and the data feedback is accurate:

- Go to <http://www.>[_____]
- Login to the system provider's website
- Generation Meter - Check kW output of system is accurate
- Environment - Check that the feedback from the weather station sensors is accurate
- Inverter Monitoring
- DC Monitoring

SYSTEM TEST

- Digital Irradiance Meter
- Infrared Thermometer
- PV Module(s) Data Sheet(s)

**APPENDIX 1
TO ATTACHMENT F**

SYSTEM DATA – COMPLETE ONE FORM FOR EVERY DC STRING COMBINER BOX OR INVERTER

Note: Irradiance must at least measure 500 W/m² during testing

Combiner Box # _____

Combiner box serial number # _____

Inverter _____

Operating Voltage _____

Recorded											Calculated*	
String No.	Ω +/-	Ω +/G	Ω -/G	Polarity	V _{OC}	I	I _{SC}	T _C	T _A	I _{POA}	V _{OC}	I _{SC}
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												

Table Legend

Ω +/- String Wire Resistance Positive to Negative (ohms)

Ω +/G String Wire Resistance Positive to Ground (ohms)

Ω -/G String Wire Resistance Negative to Ground (ohms)

V_{OC} Open Circuit Voltage (V)

I Operating Current (Amp)

I_{SC} Short Circuit Current (Amp)

T_C Cell Temperature (°C)

T_A Ambient Temperature (°C)

I_{POA} Irradiance in Plane of Array (W/m²)

*Note: Calculated V_{OC} and I_{SC} values must be within 5% of the recorded values.

ATTACHMENT G
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS
NOTICE TO PROCEED FOR PRE-CONSTRUCTION TEMPLATE

<DISTRICT LETTERHEAD>

Date: <DATE>

To: <PROVIDER CONTACT NAME>
<TITLE>
<COMPANY>
<ADDRESS>
<FAX NUMBER>
<PHONE NUMBER>
<EMAIL>

Subject: POWER PURCHASE AGREEMENT

<CONTACT NAME>,

You are hereby authorized to proceed *to complete the Conditions Precedent* listed in the above referenced Agreement beginning <DATE>. This notice to proceed is not for procurement or construction of the Project. Subject to the terms of the Agreement Documents, the date for completion of the project shall be no later than <DATE>.

Sincerely,

<DISTRICT NAME>
<TITLE>
<ENTITY>
<ADDRESS>
<FAX NUMBER>
<PHONE NUMBER>
<EMAIL>

CC: <CC NAME>
<TITLE>
<COMPANY>
<ADDRESS>
<FAX NUMBER>
<PHONE NUMBER>
<EMAIL>

<MORE CCs IF DESIRED>

ATTACHMENT H
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS
NOTICE TO PROCEED TO PROCUREMENT & CONSTRUCTION TEMPLATE

<DISTRICT LETTERHEAD>

Date: <DATE>

To: <PROVIDER CONTACT NAME>
<TITLE>
<COMPANY>
<ADDRESS>
<FAX NUMBER>
<PHONE NUMBER>
<EMAIL>

Subject: POWER PURCHASE AGREEMENT

<CONTACT NAME>,

You are hereby authorized to proceed *to procurement and construction* of the above referenced Agreement beginning <DATE>. Subject to the terms of the Agreement Documents, the date for completion of the Project shall be no later than <DATE>.

Sincerely,

<DISTRICT NAME>
<TITLE>
<ENTITY>
<ADDRESS>
<FAX NUMBER>
<PHONE NUMBER>
<EMAIL>

CC: <CC NAME>
<TITLE>
<COMPANY>
<ADDRESS>
<FAX NUMBER>
<PHONE NUMBER>
<EMAIL>

<MORE CCs IF DESIRED>

**ATTACHMENT I
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS**

MANUFACTURERS' WARRANTIES

List of manufacturers' warranties on a site-by-site basis:

PV Module Manufacturer Warranty [TO BE PROVIDED BY PROVIDER]

Inverter Manufacturer Warranty [TO BE PROVIDED BY PROVIDER]

Transformer Manufacturer Warranty [TO BE PROVIDED BY PROVIDER]

Other Equipment Manufacturer and Solar Facilities Warranties [TO BE PROVIDED BY PROVIDER]

**ATTACHMENT K
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS**

SHADING STUDY GUIDELINES

**ATTACHMENT L
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS**

SITE REFERENCE MATERIALS

ATTACHMENT M

CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Alhambra Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

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

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

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

Name: _____

Title: _____

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.*

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

Date:

Proper Name of Contractor:

Signature:

Print Name:

Title:

SPECIAL CONDITIONS

1. Badge Policy for Contractors

All Contractors doing work for the District will provide their subcontractors/vendors with Company identification badges. These badges will be worn by all subcontractors and vendors under contract by Contractor who are working in a District facility.

1.1 Badges must be filled out in full and contain the following information:

1.1.1 Name of Contractor

1.1.2 Name of Subcontractor/Vendor

1.1.3 District Site

1.1.4 Name of Employee

1.1.5 Contractor's address and phone number

1.2 Badges are to be worn by the individual when on site and must be visible at all times. Contractors must inform their subcontractors/vendor that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

1.3 Failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.