

FACILITIES LEASE AGREEMENT

THIS FACILITIES LEASE AGREEMENT (“**Agreement**”), dated as of June 13, 2011 (“**Effective Date**”), is by and between Solar Star California XXVI, LLC, a Delaware Limited Liability Company (“**Lessee**”), and Sweetwater Union High School District, a California school district organized and existing under the laws of the State of California (“**Lessor**”).

Recitals

A. Lessee and Lessor have entered into that certain Power Purchase Agreement, dated as of the Effective Date (the “**PPA**”), pursuant to which Lessee has agreed to engineer, construct and install the Systems and provide Lessor with the Solar Services. Capitalized terms used herein but not defined herein (including in the recitals hereto) shall have the meanings given in the PPA;

B. In order to construct and install the Systems and provide the Solar Services, Lessee requires access to certain real property owned by Lessor as identified in Exhibit A (each, a “**Site**” and collectively, the “**Sites**”);

C. In connection with the foregoing, Lessee desires that Lessor lease, and Lessor desires to lease to Lessee, the Premises (defined below); and

D. The Lessee may finance the Systems and, in connection therewith, grant a first priority security interest therein in favor of the Lenders (defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Lessee and Lessor hereby agree as follows:

1. Lease. Lessor hereby leases (the “**Lease**”) to Lessee, in accordance with the terms and conditions hereinafter set forth, the roof space and adjoining space on the building(s) or structures located or to be built on the real property, as applicable, where the Systems will be installed, as more fully described on Exhibit B (individually and collectively, the “**Premises**”). Upon the completion of the installation of the Systems, Lessee shall provide Lessor with “as-built” drawings setting forth in detail the location of all components of each System. Subject to Section 5, Lessor hereby also grants to Lessee, for a period co-terminous with the Lease, a right of way to access the Premises and any surrounding or nearby premises owned or leased by Lessor, including the building below the Premises, passage through which is necessary or convenient to gain access to the Systems or the Premises.

2. Benefits. Lessee shall pay Lessor one U.S. dollar (\$1.00) on the Commercial Operation Date and on each anniversary thereof as and for rent of the Premises.

3. Condition of Premises and System Construction.

(a) Lessor and Lessee acknowledge and agree that the terms and conditions of Exhibit A to the PPA shall govern with respect to the condition of the Sites and Premises hereunder.

(b) Lessor hereby consents to the construction of each System, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections, on the Premises, which shall be carried out by Lessee in conformity with the provisions of the general conditions attached hereto as Exhibit C and incorporated by reference herein ("**General Conditions**").

(c) Lessor acknowledges that the installation of all or a portion of the Systems may require physically mounting and adhering of the Systems to the roofs of the building(s) below the Premises or to the ground and consents to such mounting and adhering, as applicable. Lessor acknowledges and agrees that the portion of the Systems on the roofs of the building(s) may weigh in the aggregate no more than 5 pounds per square foot and consents to the installation of same.

4. System Installation, Operation, Ownership and Removal.

(a) Lessee shall have the right from time to time during the term hereof, with Lessor's prior written approval, and in accordance with the PPA and the General Conditions:

(i) to construct, install, operate and monitor the Systems in and on the Premises;

(ii) to maintain, clean, repair, replace and dispose of part or all of any System;

(iii) to add or remove any System or any part thereof; and

(iv) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Lessee, to carry out the activities set forth in subparagraphs (i) through (iii) of this Section 4(a).

(b) All access to the Site and the Premises shall be subject to the following:

(i) Except for emergencies, Lessee shall give notice to Lessor twenty-four (24) hours in advance of any need to access the Site. Lessee shall notify Lessor of each visit to the Site. All access shall be in full compliance with all applicable provisions of law including but not limited to any applicable fingerprinting requirements;

(ii) If students are present at the site, Lessee shall provide supervision in accordance with Education Code Section 45125.2;

(iii) Lessor shall have the right to enter the Premises at any time without notice to Lessee for the purpose of making emergency repairs to the Premises and Lessor's improvements thereon; and

(iv) Lessee shall not drive on artificial track surfaces or artificial turf.

(c) Lessor acknowledges and agrees that Lessee or its Affiliate (as such term is defined in the PPA) is the exclusive owner and operator of each System and that all equipment comprising the Systems shall remain the personal property of Lessee and shall not become fixtures, notwithstanding the manner in which the Systems are or may be affixed to any real property of Lessor. Lessor shall have no right, title or interest in any System or any component thereof, notwithstanding that any such System may be physically mounted or adhered to the Premises.

(d) Lessor represents and warrants that Lessor (i) has been duly authorized to enter into this Agreement by all necessary action, and (ii) will not be in default under any agreement to which it is a party.

(e) With respect to each Site as to which Lessor's interest in such Site is a fee simple interest, Lessor may assign, mortgage, pledge, hypothecate or otherwise transfer with thirty day's prior notice to the Lessee, its interest in any such Site to any financing entity, or agent on behalf of any financing entity to whom Lessor (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof; provided that no such assignment shall become binding on Lessee until written notification is given by Lessor to Lessee as provided hereunder. Lessor agrees that this Agreement and the rights in the Premises granted in Section 1 of this Agreement shall run with the Sites and survive any transfer of any Site while the PPA and this Agreement are in effect. In furtherance of the foregoing, Lessor agrees that it shall cause any purchaser, lessee, assignee, mortgagee, pledgee or party to whom a lien has been granted to execute and deliver to Lessee a document pursuant to which such party acknowledges and consents to the Lessee's rights in the Sites as set forth herein.

(f) Lessee shall keep the Premises and the Sites free from any mechanic's liens and shall pay when due all invoices arising out of any work performed or materials furnished to or at the Premises. If any claim of mechanic's lien is recorded against title to the Premises and the Sites, Lessee shall bond against or discharge same within thirty (30) days after Lessee's receipt of written notice that such lien has been recorded.

5. Access to Premises. Lessor shall provide Lessee with access to the Premises in accordance with Exhibit A to the PPA and as reasonably necessary to allow Lessee to construct and install the Systems ("**Installation Work**") and to perform the O&M Work, including, without limitation, ingress and egress to and from the Premises for Lessee and its employees, contractors and sub-contractors and access to electrical panels and conduits to interconnect the Systems with the electrical wiring of the Sites, in all cases subject to the terms and conditions of the General Conditions. Lessor shall use commercially reasonable efforts to designate sufficient space, adjacent to the Premises, for the temporary storage and staging of tools, materials and equipment (collectively, "**Equipment**") by Lessee and for the parking of Lessee's construction crew vehicles, temporary construction trailers and facilities reasonably necessary during the Installation Work, removal of the Systems and access for rigging and material handling. Lessor shall designate a reasonable area adjacent to the Premises for construction laydown by Lessee. Lessor and its

authorized representatives shall at all times have access to and the right to observe the Installation Work, subject to compliance with Lessee's safety rules, but shall not interfere with the Installation Work or handle any Equipment or the Systems without prior written authorization from Lessee. In addition, Lessor shall grant Lessee access to the Sites as reasonably necessary to allow Lessee to perform the O&M Work, including, without limitation, ingress and egress to and from the Premises for Lessee and its employees, contractors and subcontractors and local electric utility personnel. Lessee shall perform the O&M Work in accordance with the General Conditions and in a manner that minimizes inconvenience to and interference with Lessor and Lessor's invitees. Access pursuant to this Section 5 shall be subject to the provisions of Section 4(b) above.

6. Representations and Warranties, Covenants of Lessor. Lessor represents and warrants to Lessee that there are no circumstances known to Lessor or commitments to third parties (including, without limitation, liens, or activities that may adversely affect any System's direct or indirect exposure to sunlight) that may damage, impair or otherwise adversely affect Lessee's rights under this Agreement or any System and/or its function. Lessor represents and warrants that Lessor has lawful title to the Sites and the Premises and full right to enter into this Agreement and that Lessee shall have quiet and peaceful possession of the Premises throughout the term of this Agreement. Lessor will not initiate or conduct activities that it knows or reasonably should know may damage, impair or otherwise adversely affect any System or its function (including activities that may adversely affect any System's direct or indirect exposure to sunlight). Lessor will not conduct maintenance to the Sites or the Premises that is reasonably likely to damage, impair or otherwise adversely affect any System or its function.

7. Term. The term ("Term") of this Agreement shall commence on the Effective Date and terminate on the date that is one hundred eighty (180) days after the expiration or earlier termination of the PPA, except in case of termination pursuant to Section 3.1.2 of the PPA in which case this Lease shall terminate when the PPA is terminated. In addition, if and to the extent that the PPA is terminated with respect to a Site or Sites, on the date of such partial termination of the PPA, this Agreement shall terminate with respect to such Site or Sites, but shall remain in full force and effect with respect to all other Sites until final termination as contemplated in the immediately previous sentence. Lessee may terminate this Agreement at Lessee's sole discretion at any time upon three (3) months' written notice to Lessor. In addition, Lessee may terminate this Agreement effective immediately upon provision of written notice to Lessor if (a) within one hundred eighty (180) days of the Effective Date, Lessee determines that a System cannot be installed and operated according to Lessee's investment criteria; or (b) at any time during the Term, Lessee determines that the System or operation thereof is impaired at any Site due to lack of direct or indirect exposure to sunlight as a result of the acts or omissions of Lessor or Lessor's agents, employees or contractors, subject to the provisions of the PPA.

8. Insurance. Each of Lessee and Lessor shall obtain and maintain the insurance coverages required under the PPA.

9. Taxes. Each of Lessee and Lessor shall pay taxes, fees, excises, assessments, bonds, levies, or similar charges as required under the PPA.

10. Liability and Indemnity.

(a) General Indemnification.

(i) By Lessee. Lessee shall indemnify the Lessor, the Lessor's Representative, and their Board members, directors, officers, employees, agents and authorized volunteers (the "**Lessor Indemnitees**") against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm entity, corporation, political subdivision or other organization (collectively "**Losses**") arising out of or in connection with the installation, operation or activities of Lessee, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the Lessor Indemnitees for injury to or death of persons, including, but not limited to, employees of Lessee or Lessor, and damage or destruction of property, including, but not limited to, property of Lessee, any utility company or Lessor, or other loss or damage incurred by Lessor, but only to the extent caused by (A) the negligence, fraud or willful misconduct of Lessee, its agents, officers, directors, employees or contractors on or at the Premises or the Sites in connection with this Agreement or (B) the material breach by Lessee of any of its obligations under this Agreement, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, fraud or willful misconduct of the Lessor, the Lessor's Representative, or those who are directly responsible to them. In connection therewith: (a) Lessee will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith; and (b) Lessee will promptly pay any judgment rendered against Lessee, and/or the Lessor Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such installation, operations, or activities of Lessee hereunder and Lessee agrees to save and hold the Lessor Indemnitees harmless therefore.

A. In the event the Lessor Indemnitees are made a party to any action or proceeding filed or prosecuted against Lessee for such damages or other claims arising out of or in connection with the installation, or operation or activities of Lessee hereunder, Lessee agrees to pay to the Lessor Indemnitees any and all costs and expenses incurred by the Lessor Indemnitees in such action or proceeding together with reasonable attorney's fees and expert witness fees and other litigation related expenses.

(ii) By Lessor. Lessor shall indemnify, defend and hold harmless Lessee, its affiliates, officers, agents and employees (the "**Lessee Indemnitees**") from and against any Losses for injury to or death of persons, including, but not limited to, employees of Lessee or Lessor, and damage or destruction of property, including, but not limited to, property of either Lessee or Lessor, or other loss or damage incurred by Lessee, but only to the extent caused by: (A) negligent acts or omissions or willful misconduct of the Lessor Indemnitees; or (B) the material breach by Lessor of any of its obligations under this Agreement; or (C) the inaccuracy of any representation or warranty of Lessor contained in this Agreement. The obligation to indemnify shall extend to and encompass all costs

incurred by Lessee and any Lessee Indemnitee in defending such Losses, including, but not limited to, reasonable attorney, witness and expert witness fees, and any other litigation related expenses. Lessor's obligations pursuant to this Section 10(a)(ii) shall not extend to Losses for liability to the extent attributable to the negligence, fraud or willful misconduct of Lessee, the Lessee Indemnitees, or their respective contractors, successors or assigns, or the acts of third-parties. Lessor shall pay any reasonable cost that may be incurred by Lessee or the Lessee Indemnitees in enforcing this indemnity, including reasonable attorney fees.

(b) Environmental Indemnification.

For the purposes hereof, (1) "**Release**" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment in violation of any Environmental Laws; and (2) "**Environmental Laws**" shall mean all federal, state, and local laws, statutes, ordinances, and regulations now or hereafter in effect, and in each case as amended, and any judicial or administrative interpretation thereof relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land, surface or subsurface strata, wildlife, aquatic species and vegetation), including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of hazardous materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous materials.

(i) By Lessor. Lessor shall indemnify, defend and hold harmless Lessee and the Lessee Indemnitees from and against any and all Losses suffered or incurred by any such party by reason of or resulting from (A) any Release on the Sites or the Premises caused by Lessor or the Lessor Indemnitees or any Release on other property in the vicinity of the Sites or the Premises caused by Lessor or the Lessor Indemnitees to the extent any such Release impacts the Sites or the Premises; or (B) any environmental claim from any third party with regard to any violation or alleged violation of any Environmental Laws by Lessor or the Lessor Indemnitees or any actual, threatened or alleged Release affecting the Sites or the Premises by Lessor or the Lessor Indemnitees.

(ii) By Lessee. Lessee shall indemnify, defend and hold harmless Lessor and the Lessor Indemnitees from and against any and all Losses suffered or incurred by any such party by reason of or resulting from (A) any Release on the Sites or Premises caused by Lessee or the Lessee Indemnitees or any Release on other property in the vicinity of the Sites or the Premises caused by Lessee or the Lessee Indemnitees to the extent any such Release impacts the Sites or the Premises; or (B) any environmental claim from any third party with regard to any violation or alleged violation of any Environmental Laws by Lessee or the Lessee Indemnitees or any actual, threatened or alleged Release affecting the Sites or the Premises by Lessee or the Lessee Indemnitees.

(c) No Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, neither Lessee nor Lessor shall be liable to the other for incidental, consequential, special, punitive or indirect damages, including without limitation, loss of use, loss

of profits, cost of capital or increased operating costs, arising out of this Agreement whether by reason of contract, strict liability, negligence, intentional conduct, breach of warranty or from breach of this Agreement. The foregoing provision shall not prohibit Lessee or Lessor from seeking and obtaining general contract damages for a breach of this Agreement.

(c) Survival. The indemnities contained in this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Assignment.

(a) Except as permitted in the PPA, neither party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that Lessee may in its sole discretion and without the consent of Lessor assign any of its rights, duties or obligations under this Agreement to (i) one or more of its U.S. Affiliates, (ii) one or more U.S. citizens or U.S. third parties in connection with a sale-and-leaseback or other financing transaction, (iii) any U.S. person or entity succeeding to all or substantially all of the assets of Lessee, or (iv) a successor U.S. entity in a merger or acquisition transaction (any of the foregoing being a “**Permitted Transfer**”). Lessee shall provide notice to Lessor of the occurrence of any such Permitted Transfer.

(b) With respect to a Permitted Transfer pursuant to clause (ii) in Section 11(a), Lessor acknowledges and agrees that, upon receipt of written direction from a financing-transaction assignee of Lessee (collectively, “**Lender**”), and notwithstanding any instructions to the contrary from Lessee, Lessor will recognize Lender, or any U.S. third party to whom Lender has reassigned the rights of Lessee under this Agreement, as the proper and lawful Lessee of the Premises and as the proper and lawful successor to Lessee with respect to access to the Premises across or through the Sites and fully entitled to receive the rights and benefits of Lessee hereunder so long as Lender (or its assignee) performs the obligations of Lessee hereunder. Lessor shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender which Lessor shall in good faith believe (i) to be genuine and (ii) a copy of which to have been delivered to Lessee. Lessor shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

12. Provisions Benefiting Lender.

(a) Lessor agrees to provide written notice to Lender, provided that Lessor shall have previously received written notice of Lender’s designated address, of any act or event of default of Lessee under the Agreement of which Lessor has knowledge that would entitle Lessor to cancel, terminate, annul, or modify the Agreement or dispossess or evict Lessee from the Premises or otherwise proceed with enforcement remedies against Lessee, and Lender shall have the same amount of time as Lessee, but at least ten (10) days with respect to any monetary default and at least thirty (30) days with respect to any non-monetary default, to cure any default by Lessee under the Agreement; provided that in no event shall Lender be obligated to cure any such default.

(b) Subject to the terms and conditions hereof, Lessor hereby subordinates any lien it may have in and to the Systems and other property owned by Lessee that is or may from time to time hereafter be located at the Premises in connection with the construction, installation, operation, maintenance and/or repair of the Systems, and to which Lessee has granted or will grant a security interest to Lender (all such property and the records relating thereto shall be hereafter called the “**Collateral**”) to the lien of Lender; provided, however, that this subordination shall not prevent Lessor from exercising any right or remedy against Lessee to which Lessor may be entitled under the terms of the Agreement or as may be provided by applicable law; nor shall it prevent Lessor from realizing upon any lien it may have on any property of Lessee, including the Collateral, so long as Lessor recognizes Lender’s prior right to the Collateral described above. Lessor recognizes and acknowledges that any claim or claims (“**Claims**”) that Lender has or may have against such Collateral by virtue of any lien or security interest, are superior to any lien, security interest, or claim of any nature that Lessor now has or may hereafter have to such Collateral by statute, agreement or otherwise. The subordination provided for herein shall be effective until the discharge of the Claims. Lessor further agrees to notify any purchaser of the Premises, and any subsequent mortgagee or other encumbrance holder, of the existence of the foregoing waiver of Lessor’s lien, which shall be binding upon the executors, administrators, successors and transferees of Lessor, and shall inure to the benefit of the successors and assigns of Lender. Lessor agrees to execute such documents as may be required by Lender to evidence the foregoing subordination and to obtain similar executed documents from any third party who now has or obtains in the future an interest in the Sites or the Premises, including any lenders to Lessor.

(c) Lessor consents to Lender’s security interest in the Collateral and waives all right of levy for rent and all claims and demands of every kind against the Collateral, such waiver to continue so long as any sum remains owing from Lessee to the Lender. Lessor agrees that the Collateral shall not be subject to distraint or execution by, or to any claim of, Lessor.

(d) Lessor hereby irrevocably agrees and consents to refrain from taking any action to bar, restrain or otherwise prevent Lender from the Premises and the Sites for the purpose of inspecting the Collateral, and agrees that Lender may access the Premises through the Sites to inspect the Collateral all of which is subject to compliance with the General Conditions.

13. Amendments. This Agreement may be amended only in writing signed by Lessee and Lessor or their respective successors in interest.

14. 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 air courier service, or personally delivered to a representative of the receiving party, or sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 14). All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below, unless a change of address notice has been delivered by a party to the other party in accordance with this Section 14:

If to Lessor:

Sweetwater Union High School District
1130 Fifth Ave,
Chula Vista, CA 91911-2896
Attn: Dianne Russo, Chief Financial Officer
Phone: (619) 691-5551
Facsimile: (619) 425-3394

If to Lessee:

Solar Star California XXVI, LLC
c/o SunPower Corporation, Systems – its member
1414 Harbour Way South
Richmond, CA 94804
Attn: Steve Hanawalt
Phone: 510-540-0550
Fax: 510-540-0552

15. Waiver. The waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

16. Remedies Cumulative. No remedy herein conferred upon or reserved to Lessee or Lessor shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

17. 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.

18. 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 Parties irrevocably agree that any action, suit or proceeding by or among the Parties may be brought in whichever of the Superior Courts of the State of California, San Diego County, or the Federal Court for the Southern District of California in San Diego, California, has subject matter jurisdiction over the dispute and each Party waives any objection that said Party may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

19. 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.

20. Counterparts. This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or “PDF” signatures shall have the same effect as original signatures and each party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the parties.

21. Entire Agreement. This Agreement (including the General Conditions attached hereto) and the PPA represent the full and complete agreements between the parties hereto with respect to the subject matter contained herein and therein and supersede all prior written or oral agreements between said parties with respect to said subject matter. In the event of any conflict between the provisions of this Agreement and the provisions of the PPA, the provisions of the PPA shall govern and control.

22. Further Assurances. Upon the receipt of a written request from the other party, each party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this section. From time to time, within seven (7) days of a written request by Lessee (or its lenders), Lessor shall provide an estoppel certificate with respect to Lessee's compliance with the terms of this Agreement and attesting to Lessor's knowledge of any known issues of noncompliance by Lessee.

23. Estoppel. Either party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party, shall deliver a written instrument, duly executed, certifying to the requesting party, or any other person, firm or corporation specified by the requesting party:

(a) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(b) whether or not to the knowledge of such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same;

(c) the dates to which amounts due have been paid; and

(d) such other information as may be reasonably requested by the requesting party. Any written certificate given hereunder may be relied upon by the recipient thereof, except to the extent the recipient has actual knowledge of facts contained therein.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SWEETWATER UNION HIGH SCHOOL DISTRICT,
a California school district organized and existing under
the laws of the State of California

By: 

Name: Diane Russo

Title: Chief Financial Officer

SOLAR STAR CALIFORNIA XXVI, LLC,
a Delaware limited liability company

By: SunPower Corporation, Systems
Its Member

By: 

Name: Mark Bronez

Title: Vice President and General Manager

EXHIBIT A

Description of Sites

	Site Name	Site Address	APN Number
1	Bonita Vista HS	751 Otay Lakes Rd, Chula Vista, CA 91913	594-130-2600 594-130-2800 594-130-4500
2	Castle Park HS	1395 Hilltop Dr, Chula Vista, CA 91911	620-010-1400 620-010-1500 620-130-0800 620-130-0900 620-130-1700
3	Montgomery HS	3250 Palm Ave, San Diego, CA 92154	629-211-0300
4	Olympian HS	1925 Magdalena Ave, Chula Vista, CA 91913	644-241-0300 644-241-0400
5	Otay Ranch HS	1250 Olympic Parkway, Chula Vista, CA 91913	644-030-1100
6	Southwest HS	1685 Hollister Street, San Diego, CA 92154	634-070-5000
7	Chula Vista HS	820 4th Ave, Chula Vista, CA 91911	572-300-1100
8	Sweetwater HS	2900 Highland Ave, National City, CA 91950	562-142-1500
9	Mar Vista HS	505 Elm Ave, Imperial Beach, CA 91932	625-220-2900 625-220-3000
10	San Ysidro HS	5353 Airway Rd, San Diego, CA 92154	645-060-3400 645-060-3700

EXHIBIT B

Legal Description of Premises

See attached

[If ALTA survey has been drawn, attach a legal description of portion of host's property on which the array or rooftop is located. Consult counsel if there is only a depiction of the array or rooftop location.]

BONITA VISTA MIDDLE SCOOOL

Coordinate	Latitude	Longitude
01	32°38'46.07"N	116°59'55.06"W
02	32°38'45.76"N	116°59'54.96"W
03	32°38'45.81"N	116°59'54.73"W
04	32°38'44.35"N	116°59'54.15"W
05	32°38'44.43"N	116°59'53.89"W
06	32°38'43.60"N	116°59'53.57"W
07	32°38'43.15"N	116°59'55.27"W
08	32°38'42.79"N	116°59'55.13"W
09	32°38'42.90"N	116°59'54.75"W
10	32°38'42.37"N	116°59'54.61"W
11	32°38'43.95"N	116°59'48.98"W
12	32°38'44.49"N	116°59'49.18"W
13	32°38'44.95"N	116°59'47.52"W
14	32°38'45.30"N	116°59'47.63"W
15	32°38'43.73"N	116°59'53.16"W
16	32°38'44.72"N	116°59'53.51"W
17	32°38'44.58"N	116°59'54.02"W
18	32°38'46.15"N	116°59'54.73"W



Bonita Vista High School - Site Lease

Approximate Project Boundaries, Illustration

CASTLE PARK HIGH SCHOOL

Coordinate	Latitude	Longitude
01	32°36'24.66"N	117° 3'5.10"W
02	32°36'24.49"N	117° 3'5.02"W
03	32°36'24.62"N	117° 3'4.49"W
04	32°36'23.74"N	117° 3'4.12"W
05	32°36'23.33"N	117° 3'5.59"W
06	32°36'22.15"N	117° 3'5.11"W
07	32°36'21.45"N	117° 3'7.84"W
08	32°36'19.99"N	117° 3'7.30"W
09	32°36'20.22"N	117° 3'6.43"W
10	32°36'19.69"N	117° 3'6.17"W
11	32°36'20.12"N	117° 3'4.58"W
12	32°36'21.82"N	117° 3'5.26"W
13	32°36'21.93"N	117° 3'4.89"W
14	32°36'22.25"N	117° 3'5.00"W
15	32°36'22.31"N	117° 3'4.79"W
16	32°36'23.32"N	117° 3'5.20"W
17	32°36'23.65"N	117° 3'3.99"W
18	32°36'24.85"N	117° 3'4.46"W

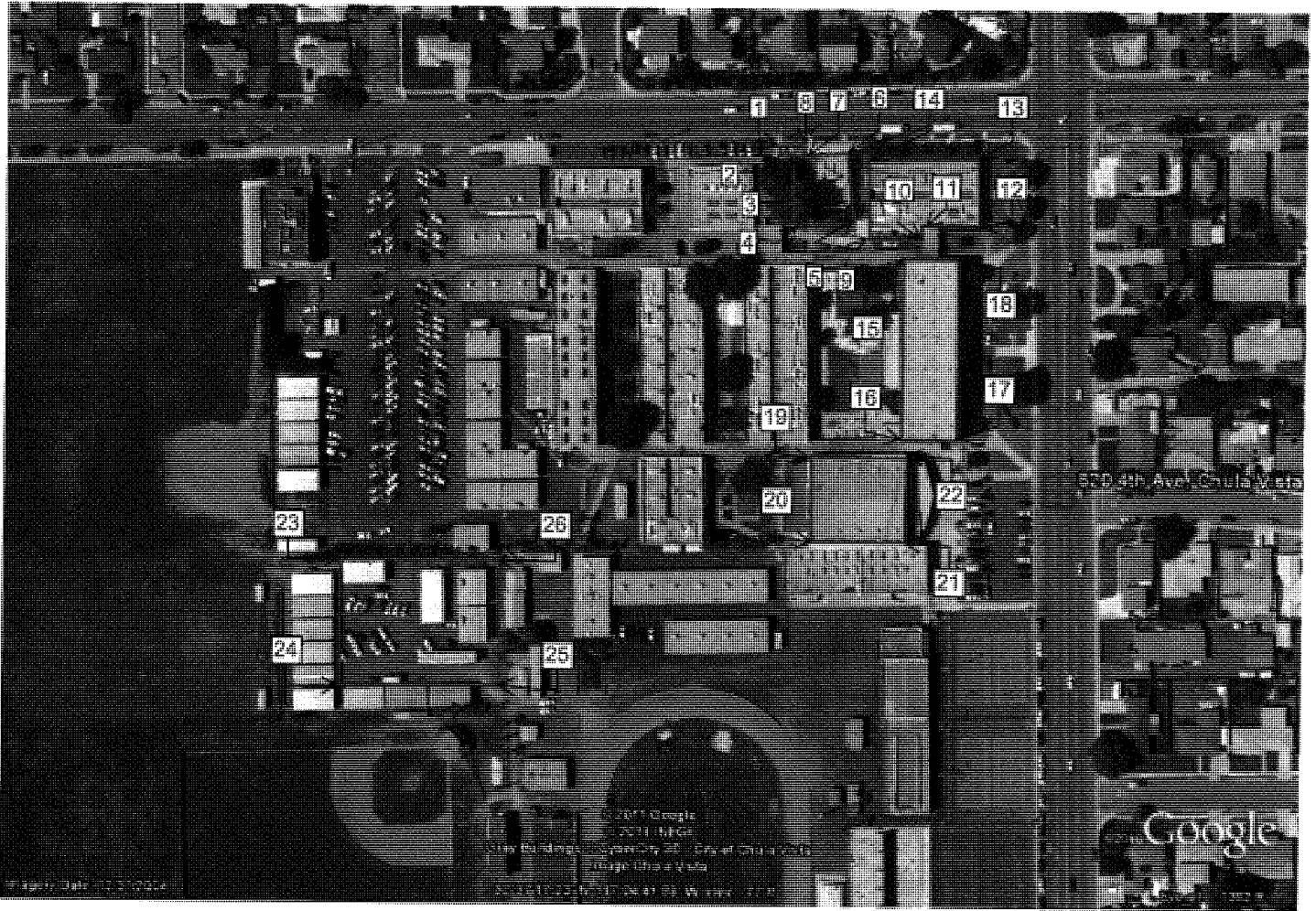


Castle Park High School - Site Lease

Approximate Project Boundaries, Illustration

CHULA VISTA HIGH SCHOOL

Coordinate	Latitude	Longitude
01	32°37'21.08"N	117° 4'41.52"W
02	32°37'20.96"N	117° 4'41.48"W
03	32°37'20.98"N	117° 4'41.20"W
04	32°37'20.20"N	117° 4'40.92"W
05	32°37'20.44"N	117° 4'40.24"W
06	32°37'21.15"N	117° 4'40.67"W
07	32°37'21.03"N	117° 4'41.04"W
08	32°37'21.21"N	117° 4'41.12"W
09	32°37'20.30"N	117° 4'39.93"W
10	32°37'20.44"N	117° 4'39.29"W
11	32°37'20.62"N	117° 4'39.38"W
12	32°37'20.80"N	117° 4'38.62"W
13	32°37'21.54"N	117° 4'38.93"W
14	32°37'21.15"N	117° 4'40.30"W
15	32°37'20.16"N	117° 4'39.50"W
16	32°37'18.27"N	117° 4'38.76"W
17	32°37'18.46"N	117° 4'38.03"W
18	32°37'20.36"N	117° 4'38.78"W
19	32°37'17.74"N	117° 4'39.85"W
20	32°37'16.80"N	117° 4'39.48"W
21	32°37'17.11"N	117° 4'38.28"W
22	32°37'18.07"N	117° 4'38.62"W
23	32°37'15.04"N	117° 4'45.54"W
24	32°37'13.61"N	117° 4'44.97"W
25	32°37'14.16"N	117° 4'42.84"W
26	32°37'15.60"N	117° 4'43.46"W

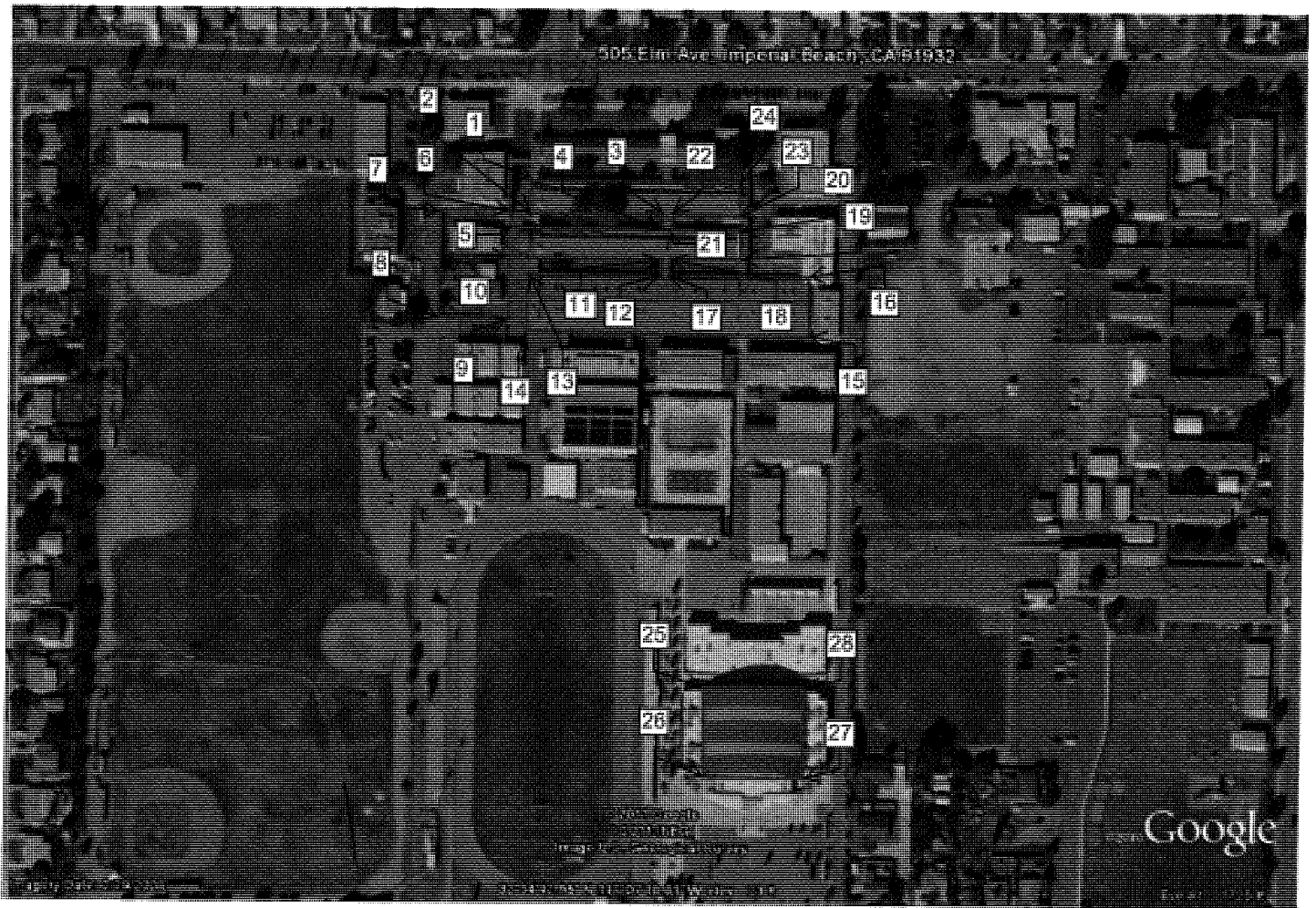


Chula Vista High School - Site Lease

Approximate Project Boundaries, Illustration

MAR VISTA HIGH SCHOOL

Coordinate	Latitude	Longitude
01	32°34'47.05"N	117° 7'21.13"W
02	32°34'46.57"N	117° 7'21.13"W
03	32°34'46.58"N	117° 7'18.78"W
04	32°34'46.36"N	117° 7'18.77"W
05	32°34'46.30"N	117° 7'21.49"W
06	32°34'46.55"N	117° 7'21.49"W
07	32°34'46.59"N	117° 7'22.68"W
08	32°34'45.01"N	117° 7'22.69"W
09	32°34'44.99"N	117° 7'21.57"W
10	32°34'45.88"N	117° 7'21.52"W
11	32°34'45.88"N	117° 7'18.79"W
12	32°34'45.63"N	117° 7'18.79"W
13	32°34'45.64"N	117° 7'21.15"W
14	32°34'44.83"N	117° 7'21.12"W
15	32°34'44.81"N	117° 7'16.17"W
16	32°34'45.61"N	117° 7'16.16"W
17	32°34'45.65"N	117° 7'18.61"W
18	32°34'45.89"N	117° 7'18.61"W
19	32°34'45.87"N	117° 7'17.38"W
20	32°34'46.36"N	117° 7'17.40"W
21	32°34'46.37"N	117° 7'18.59"W
22	32°34'46.60"N	117° 7'18.58"W
23	32°34'46.58"N	117° 7'17.41"W
24	32°34'47.04"N	117° 7'17.39"W
25	32°34'39.53"N	117° 7'17.93"W
26	32°34'38.24"N	117° 7'17.95"W
27	32°34'38.22"N	117° 7'16.19"W
28	32°34'39.52"N	117° 7'16.19"W

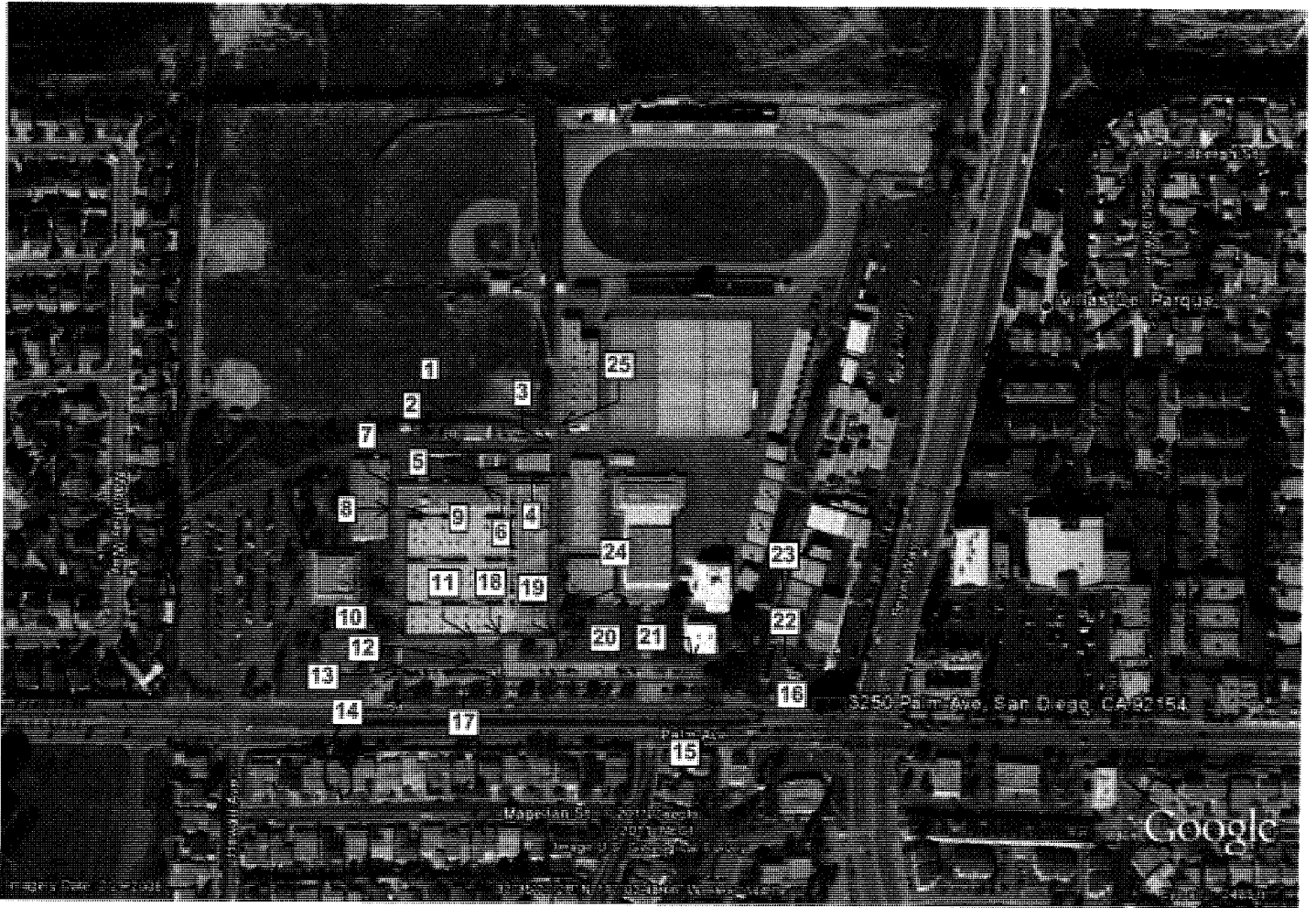


Mar Vista High School - Site Lease

Approximate Project Boundaries, Illustration

MONTGOMERY HIGH SCHOOL

Coordinate	Latitude	Longitude
01	32°35'7.82"N	117° 3'53.42"W
02	32°35'7.54"N	117° 3'53.40"W
03	32°35'7.52"N	117° 3'51.19"W
04	32°35'6.88"N	117° 3'51.15"W
05	32°35'6.92"N	117° 3'52.82"W
06	32°35'6.62"N	117° 3'52.84"W
07	32°35'6.62"N	117° 3'54.94"W
08	32°35'6.13"N	117° 3'55.01"W
09	32°35'6.17"N	117° 3'54.64"W
10	32°35'3.53"N	117° 3'54.68"W
11	32°35'3.50"N	117° 3'52.99"W
12	32°35'2.96"N	117° 3'53.01"W
13	32°35'2.91"N	117° 3'54.80"W
14	32°35'2.16"N	117° 3'54.78"W
15	32°35'2.16"N	117° 3'47.42"W
16	32°35'2.63"N	117° 3'47.45"W
17	32°35'2.61"N	117° 3'52.35"W
18	32°35'3.51"N	117° 3'52.39"W
19	32°35'3.51"N	117° 3'50.97"W
20	32°35'3.02"N	117° 3'50.97"W
21	32°35'2.98"N	117° 3'47.71"W
22	32°35'3.21"N	117° 3'46.90"W
23	32°35'4.05"N	117° 3'46.92"W
24	32°35'4.03"N	117° 3'50.89"W
25	32°35'7.80"N	117° 3'50.99"W



Montgomery High School - Site Lease

Approximate Project Boundaries, Illustration

OLYMPIAN HIGH SCHOOL

Coordinate	Latitude	Longitude
01	32°36'31.19"N	116°58'22.26"W
02	32°36'30.13"N	116°58'22.89"W
03	32°36'29.50"N	116°58'21.85"W
04	32°36'30.43"N	116°58'21.10"W
05	32°36'28.55"N	116°58'22.60"W
06	32°36'28.02"N	116°58'23.27"W
07	32°36'27.83"N	116°58'23.06"W
08	32°36'27.63"N	116°58'23.38"W
09	32°36'27.22"N	116°58'24.28"W
10	32°36'27.01"N	116°58'24.19"W
11	32°36'26.90"N	116°58'24.51"W
12	32°36'26.72"N	116°58'25.34"W
13	32°36'26.51"N	32°36'26.51"N
14	32°36'26.49"N	116°58'25.66"W
15	32°36'26.46"N	116°58'26.51"W
16	32°36'26.27"N	116°58'26.50"W
17	32°36'26.29"N	116°58'26.87"W
18	32°36'26.49"N	116°58'27.86"W
19	32°36'24.52"N	116°58'28.31"W
20	32°36'24.37"N	116°58'27.30"W
21	32°36'24.32"N	116°58'26.45"W
22	32°36'23.44"N	116°58'26.48"W
23	32°36'23.76"N	116°58'25.48"W
24	32°36'24.23"N	116°58'25.53"W
25	32°36'24.40"N	116°58'24.66"W
26	32°36'24.59"N	116°58'23.78"W
27	32°36'24.76"N	116°58'23.82"W
28	32°36'25.10"N	116°58'22.98"W
29	32°36'24.70"N	116°58'22.70"W
30	32°36'25.07"N	116°58'21.77"W
31	32°36'25.57"N	116°58'22.05"W
32	32°36'26.09"N	116°58'21.45"W
33	116°58'20.64"W	32°36'26.77"N



Olympian High School - Site Lease

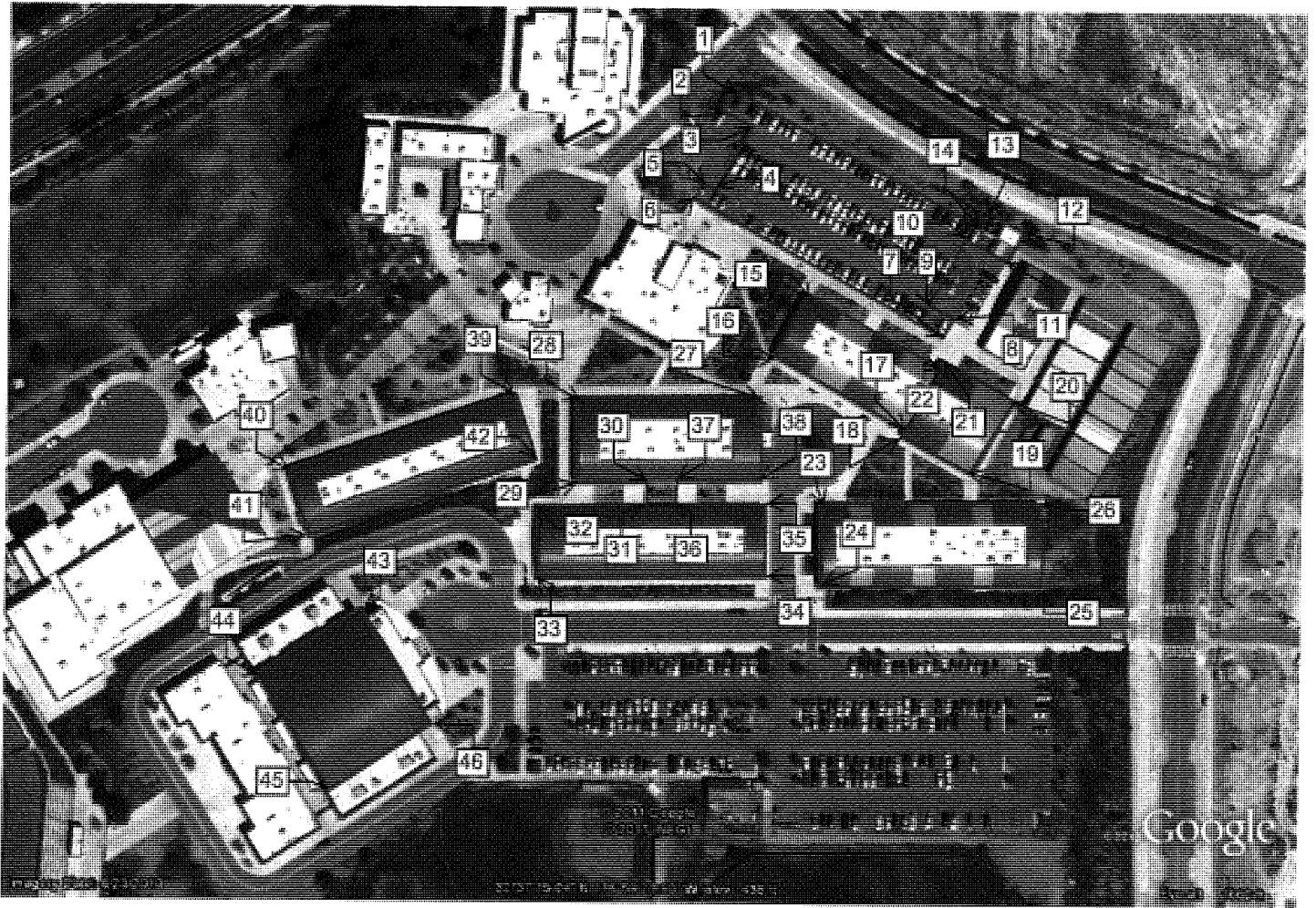
Approximate Project Boundaries, Illustration

OTAY RANCH HIGH SCHOOL

Coordinate	Latitude	Longitude
01	32°37'19.00"N	116°59'21.14"W
02	32°37'18.74"N	116°59'21.26"W
03	32°37'18.57"N	116°59'20.91"W
04	32°37'17.88"N	116°59'21.31"W
05	32°37'17.98"N	116°59'21.57"W
06	32°37'17.79"N	116°59'21.67"W
07	32°37'16.47"N	116°59'18.33"W
08	32°37'16.67"N	116°59'18.22"W
09	32°37'16.77"N	116°59'18.51"W
10	32°37'17.46"N	116°59'18.01"W
11	32°37'17.29"N	116°59'17.55"W
12	32°37'17.62"N	116°59'17.36"W
13	32°37'17.79"N	116°59'17.79"W
14	32°37'17.65"N	116°59'17.87"W
15	32°37'16.81"N	116°59'20.07"W
16	32°37'16.17"N	116°59'20.45"W
17	32°37'15.48"N	32°37'15.48"N
18	32°37'15.39"N	116°59'18.77"W
19	32°37'14.99"N	116°59'17.84"W
20	32°37'15.84"N	116°59'17.39"W
21	32°37'16.21"N	116°59'18.29"W
22	32°37'16.14"N	116°59'18.33"W
23	32°37'14.61"N	116°59'19.71"W
24	32°37'13.70"N	116°59'19.63"W
25	32°37'13.87"N	116°59'16.87"W
26	32°37'14.76"N	116°59'16.95"W
27	32°37'15.71"N	116°59'20.60"W
28	32°37'15.59"N	116°59'22.89"W
29	32°37'14.68"N	116°59'22.88"W
30	32°37'14.73"N	116°59'21.99"W
31	32°37'14.50"N	116°59'21.96"W
32	32°37'14.40"N	116°59'23.33"W
33	32°37'13.66"N	116°59'23.29"W
34	32°37'13.82"N	116°59'20.40"W
35	32°37'14.56"N	116°59'20.48"W
36	32°37'14.53"N	116°59'21.57"W
37	32°37'14.75"N	116°59'21.62"W
38	32°37'14.83"N	116°59'20.52"W
39	32°37'15.61"N	116°59'23.76"W
40	32°37'14.64"N	116°59'26.61"W
41	32°37'13.94"N	116°59'26.28"W
42	32°37'14.91"N	116°59'23.43"W

OTAY RANCH HIGH SCHOOL

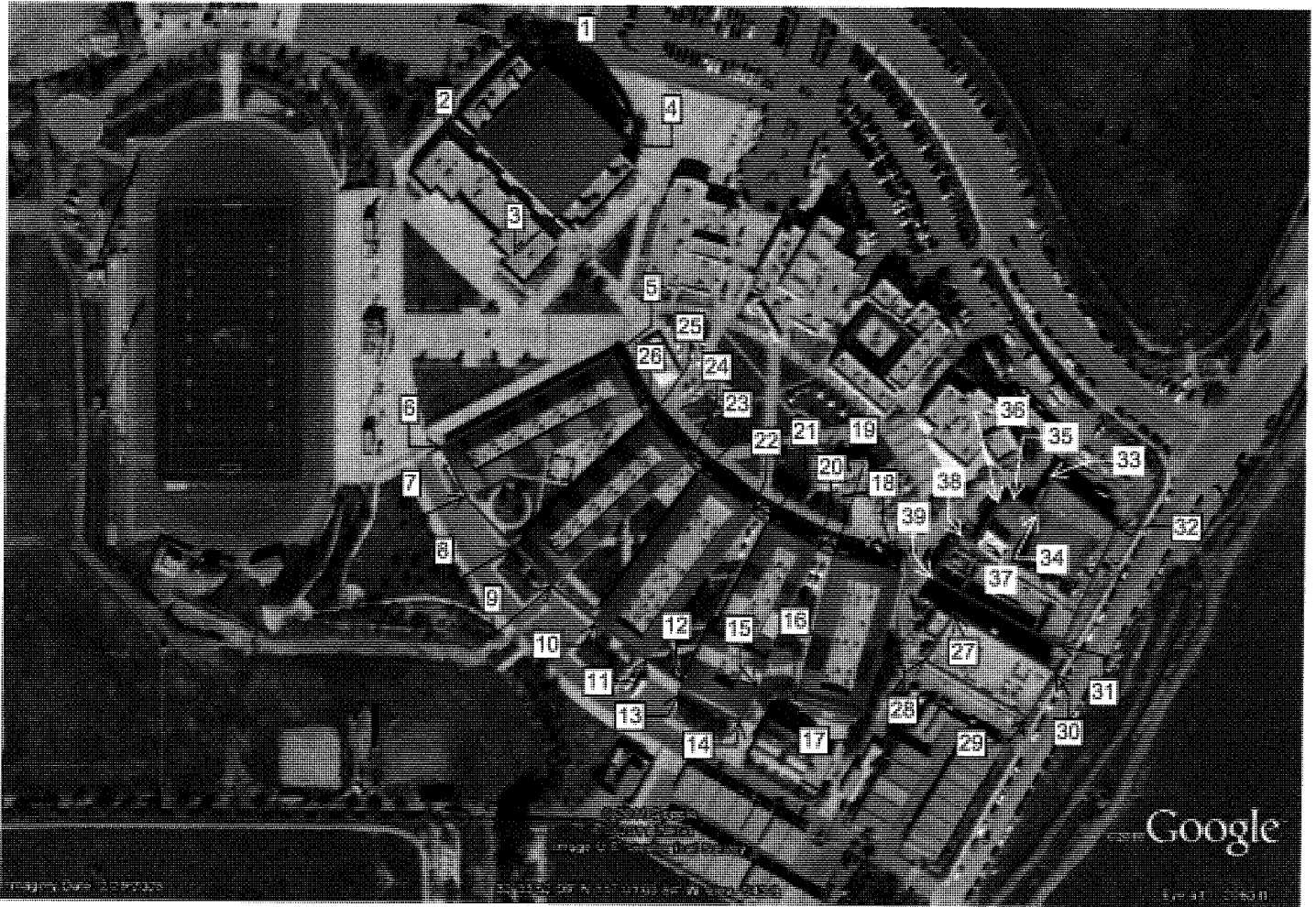
Coordinate	Latitude	Longitude
43	32°37'13.19"N	116°59'25.53"W
44	32°37'12.43"N	116°59'26.78"W
45	32°37'11.25"N	116°59'25.81"W
46	32°37'12.02"N	116°59'24.53"W



Otay Ranch high School - Site Lease
Approximate Project Boundaries, Illustration

SAN YSIDRO HIGH SCHOOL

Coordinate	Latitude	Longitude
01	32°33'57.20"N	117° 1'5.62"W
02	32°33'56.21"N	117° 1'6.66"W
03	32°33'54.99"N	32°33'54.99"N
04	32°33'55.93"N	117° 1'4.00"W
05	32°33'53.42"N	117° 1'4.49"W
06	32°33'52.17"N	117° 1'7.19"W
07	32°33'51.51"N	117° 1'6.81"W
08	32°33'50.85"N	117° 1'6.02"W
09	32°33'50.34"N	117° 1'5.44"W
10	32°33'49.87"N	32°33'49.87"N
11	32°33'49.38"N	117° 1'3.91"W
12	32°33'49.07"N	117° 1'3.34"W
13	32°33'48.91"N	117° 1'3.46"W
14	32°33'48.56"N	117° 1'2.45"W
15	32°33'49.03"N	117° 1'2.17"W
16	32°33'48.82"N	117° 1'1.55"W
17	32°33'48.62"N	117° 1'0.54"W
18	32°33'50.53"N	117° 0'59.96"W
19	32°33'50.79"N	117° 1'0.99"W
20	32°33'50.86"N	117° 1'1.26"W
21	32°33'51.20"N	117° 1'2.06"W
22	32°33'51.32"N	117° 1'2.26"W
23	32°33'51.85"N	117° 1'3.14"W
24	32°33'52.00"N	117° 1'3.34"W
25	32°33'52.57"N	117° 1'3.94"W
26	32°33'52.72"N	117° 1'4.09"W
27	32°33'50.03"N	117° 0'59.09"W
28	32°33'49.41"N	117° 0'59.60"W
29	32°33'48.66"N	117° 0'57.89"W
30	32°33'49.26"N	117° 0'57.47"W
31	32°33'49.60"N	117° 0'57.37"W
32	32°33'51.12"N	117° 0'56.46"W
33	32°33'51.81"N	117° 0'57.59"W
34	32°33'51.39"N	117° 0'57.75"W
35	32°33'51.56"N	117° 0'58.15"W
36	32°33'51.48"N	117° 0'58.40"W
37	32°33'51.00"N	117° 0'58.72"W
38	32°33'51.11"N	117° 0'58.98"W
39	32°33'50.50"N	117° 0'59.43"W



San Ysidro High School - Site Lease

Approximate Project Boundaries, Illustration

SOUTHWEST HIGH SCHOOL

Coordinate	Latitude	Longitude
01	32°34'4.30"N	117° 4'55.31"W
02	32°34'3.97"N	117° 4'55.31"W
03	32°34'3.99"N	117° 4'55.00"W
04	32°33'57.70"N	117° 4'55.16"W
05	32°33'57.68"N	117° 4'55.42"W
06	32°33'58.09"N	117° 4'55.42"W
07	32°33'58.10"N	117° 5'1.00"W
08	32°33'56.52"N	117° 5'1.01"W
09	32°33'56.49"N	117° 4'56.41"W
10	32°33'57.14"N	117° 4'56.39"W
11	32°33'57.18"N	117° 4'54.95"W
12	32°34'4.27"N	117° 4'54.77"W



Southwest High School - Site Lease

Approximate Project Boundaries, Illustration

SWEETWATER HIGH SCHOOL

Coordinate	Latitude	Longitude
01	32°39'38.44"N	117° 5'36.79"W
02	32°39'38.26"N	117° 5'36.73"W
03	32°39'38.61"N	117° 5'35.25"W
04	32°39'37.86"N	117° 5'34.90"W
05	32°39'38.60"N	117° 5'32.11"W
06	32°39'39.31"N	117° 5'32.35"W
07	32°39'38.57"N	117° 5'35.06"W
08	32°39'38.73"N	117° 5'35.13"W
09	32°39'38.34"N	117° 5'36.55"W
10	32°39'38.47"N	117° 5'36.60"W
11	32°39'34.67"N	117° 5'38.96"W
12	32°39'33.35"N	117° 5'38.48"W
13	32°39'33.75"N	117° 5'37.01"W
14	32°39'35.07"N	117° 5'37.54"W



Sweetwater high School - Site Lease

Approximate Project Boundaries, Illustration

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**DOCUMENT 00700
GENERAL CONDITIONS**

PART 1 - GENERAL

1.01 DEFINITIONS

- A. **Acceptable, Acceptance** or words of similar import, if used, shall be understood to mean the acceptance of the District.
- B. **Approval** means written authorization by the District for specific applications within the Contract.
- C. **Contract** shall mean the Power Purchase Agreement and the Facilities Lease between the Contractor and the District, as amended.
- D. **Contract Documents** include all Contract Documents including: Certificate Regarding Workers' Compensation, District Outreach Program Businesses, Drug-Free Workplace Certification, Asbestos-Free Materials Certification, Contractor Fingerprinting Requirements, Performance Bond, Payment Bond, Insurance Policies, General Conditions, Drawings, the Contract, and all modifications, addenda, and amendments.
- E. **Contractor** shall mean the Provider specified in the Contract or a Subcontractor who is performing the Work on behalf and for the benefit of the Provider.
- F. **Day** as used herein shall mean calendar day unless otherwise specifically designated.
- G. **District** shall mean Sweetwater Union High School District, a California school district organized and existing under the laws of the State of California.
- H. **District's Representative or Representative** means any representative of the District authorized in writing to act on behalf of the District, including but not limited to the District's Project Manager and Inspector of Record.
- I. **Drawings** as used herein shall mean the site specific as-built drawings provided to the Contractor by the District
- J. **Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required** and words of similar meaning if used, shall require the written approval, selection, satisfaction, direction, or similar action of the Project Manager and/or the District.
- K. **Includes and Including** does not limit the work to the items following those words.
- L. **Indicated, Shown, Detailed, Noted, Scheduled** or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Project Manager and/or the District is intended, unless stated otherwise.
- M. **Inspector of Record or "IOR"** shall mean a certified inspector approved by the Division of State Architect ("DSA") to inspect work pursuant to the field act (California Education Code 81130.3 et. seq.) and applicable provisions of inspections of projects during construction.
- N. **Perform** shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.

**DOCUMENT 00700
GENERAL CONDITIONS**

- O. **Project** shall mean the undertaking planned by the District and Contractor as provided in the Contract Documents.
- P. **Project Manager** shall mean any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- Q. **Provide** shall include "provide complete in place," which shall mean, "furnish, install, test and make ready for use."
- R. **Required** and words of similar meaning if used, shall mean "as required to properly complete the work" as specified by the District, unless stated otherwise.
- S. **State Fire Marshal** shall mean the person who supervises and coordinates the fire prevention and inspection activities of the fire department; including fire prevention and fire investigation services and activities; reviews plans and specifications for building and fire protection systems; to coordinate assigned activities with other divisions, departments, outside agencies and the general public.
- T. **State Testing of Students** shall mean those days on which the State of California mandates that the District administer statewide pupil testing which dates the District will provide to the Contractor in advance.
- U. **Subcontractor** as used herein, includes (i) a person or entity having a direct contract with Contractor and (ii) one who furnishes material worked to a special design according to plans, drawings, and specifications of this work, but does not include one who merely furnishes material not so worked.
- V. **Surety** is the person, firm, or corporation, admitted as a California admitted surety, that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works. Surety must be an admitted surety insurer pursuant to California Code of Civil Procedure section 995.120.
- W. **Testing Inspector/Laboratory** shall mean an independent inspector or laboratory selected by the District that is assigned to conduct specialty testing as required by the DSA.
- X. **The Work** means the entire improvement proposed by the District to be constructed in whole, or in part, pursuant to the Contract Documents.
- Y. **Work** means labor, equipment and materials incorporated in, or to be incorporated in the construction, operations and maintenance covered by the Contract Documents.
- Z. **Worker** includes laborer, worker, or mechanic, and any supervisors thereto.

1.02 DRAWINGS

- A. **Contract Documents.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to provide the District with complete and fully operational facilities as indicated and specified including all labor and materials, equipment, and transportation necessary for the proper execution of the Work. Materials or work described in words, which as applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- B. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

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- C. **Compliance with Applicable Laws.** Drawings are intended to comply with all laws, ordinances, rules and regulations of authorities having jurisdiction, and where referred to in the Contract Documents, said laws, ordinances, rules and regulations shall be considered as part of said Contract Documents within the limits specified. The Contractor shall bear all expenses correcting work done contrary to said laws, ordinances, rules and regulations.

- D. **Provisions of Law Deemed Inserted.** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake, omission or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

1.03 ADDENDA

Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Titles 21 and 24 of the California Code of Regulations, addenda shall be approved by the Division of the State Architect ("DSA").

1.04 EXAMINATION OF DRAWINGS AND SPECIFICATIONS

Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other requirements related to the Project. Contractor shall immediately notify District of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents and employees performs, permits, or causes the performance of any Work under the Contract Documents which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising there from including, without limitation, the cost of correction thereof without adjustment to the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without adjustment in the time for performance.

1.05 UTILITIES

- A. As used in this Section, the word "utility" shall be understood to include tracks, overhead or underground wires, cables, pipelines, conduits, ducts, sewers or storm drains. As used in this Section, the term "construction interference" shall be understood to include any utility or service connection within the limits of excavation or over excavation required for the work under the Contract as shown or as ordered by the District, or any utility or service connection located in the space which will be required by any of the Work under the Contract.

- B. In the event a utility or service connection is required to be disturbed or removed to permit construction of a pipeline or other structure under the Contract, such disturbance or removal shall be done only with the approval of the District, and following notification to the owner of the interfering utility or service connection. Any such utility or service connection removed or otherwise disturbed shall be constructed as promptly as possible in its original or other authorized location in a condition at least as good as prior to such removal or disturbance, subject to the inspection of the owner of same. Under no circumstance, can Contractor interrupt school utility services without a 72 hour notice given to the District. If power is interrupted during school hours Contractor must provide temporary power at Contractor's expense.

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- C. The Contractor's responsibility under this Section to remove or replace utilities or service connections shall apply even in the event such damage or destruction occurs after backfilling or is not discovered until after completion of backfilling. The owner of the utility or service connection shall be notified immediately after damage or destruction occurs or is discovered.
- D. During the performance of the Work under this Contract, the owner of any utility affected by the Work shall have the right to enter when necessary upon any portion of The Work for the purpose of maintaining service and of making changes in or repairs to said utility.
- E. The Drawings show the approximate positions of known utilities in the immediate vicinity of the work, but the District does not guarantee that all existing utilities are shown. The Contractor, before commencing any excavation, shall ascertain, from records or otherwise, including visual site investigation and utilization of an underground utility locating service, the existence, horizontal and vertical position, and ownership of all existing facilities and service connections to the extent it is able from such records, visual site investigation and utilization of an underground utility locating service or otherwise reasonably should have been aware of. If the Contractor discovers any utility in the line of the Work, which is not shown on the Drawings, it shall immediately notify the District of the existence of same.
- F. The costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing any utility or service connection identified pursuant to the diligence actions taken by Contractor as described in Subsection E above shall be borne by the Contractor. Costs involved in removing, relocating, protecting, supporting, repairing, maintaining or replacing utilities or service connections that were not discovered pursuant to the diligence actions described in Subsection E above, including the associated costs and expenses associated with redesign, shall be treated as a deviation from the Standards in accordance with Section 3.1.1 of the Contract and paid for by the District in accordance therewith.
- G. The District reserves the right, upon determination of the actual position of existing utilities and service connections, to make changes in alignment or grade of the District's pipelines when, by so doing, the necessity for relocation of existing utilities or service connections will be avoided. Such changes will be ordered in writing by the District, through the Project Manager.
- H. In all cases the public utility shall have the sole discretion to perform repairs or relocation work or to permit the Contractor to perform the same at a reasonable price.
- I. Contractor will identify and document any found utilities on the Drawings and document the same in the final record drawings.

1.06 PROGRESS SCHEDULE

- A. **Estimated Schedule.** Within ten (10) calendar days after the effective date of the Notice to Proceed, the Contractor shall prepare an estimated progress schedule and shall submit same to the District for approval. The schedule shall clearly identify all staffing and other resources, which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The schedule shall include milestones ("Project Milestones") and shall include the "critical path" of construction. Such schedule shall be submitted to the District. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels, which allow for good quality and timely completion of the Project. The Contractor's failure to incorporate all elements of work required for the performance of the Contract or any inaccuracy in the schedule shall

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not excuse the Contractor from performing all work in accordance with the Contract. If delays or changes of schedule are encountered the Contractor shall submit an updated schedule to the District with 10 days.

- B. **Schedule Contents.** The schedule shall allow enough time for inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, shall indicate the critical path for all critical, sequential time related activities and shall incorporate the testing dates attached hereto as Schedule 1.07. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Excess time may be picked up with "float time" if needed or desired by the Contractor. A "bar chart" in reasonably complete detail shall be adequate in contracts over \$1 million and shall show critical path items. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims. Contractor shall include testing, and inspections as a component of Project Milestones. Contractor shall also include owner activities (moves, testing, and etc.).
- C. **State Testing.** In no event shall the Contractor perform any of the Work on dates on which State Testing of Students is conducted. The District or the District's Representative will provide the Contractor with a schedule of test dates concurrent with the District's issuance of notice of award of Contract, or as soon thereafter as such test dates are made available to the District.

1.07 CONTRACT SECURITY

- A. Unless otherwise specified in Special Conditions, the Contractor shall furnish a surety bond in an amount equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract and shall furnish a separate bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and furnishing materials in connection with this Contract. Both the Payment and Performance Bonds must be executed by an admitted Surety, as defined in California Code of Civil Procedure Section 995.120. The Payment and Performance Bonds must be accompanied by the original or a certified copy of the unrevoked power of attorney or other appropriate instrument entitling or authorizing the person who executed the bond to do so. In addition, to the extent required by law, the Payment and Performance Bonds must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of San Diego that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California. Aforesaid bonds shall be in form set forth in these Contract Documents. Upon request of the Contractor, the District will consider accepting multiple sureties on such bonds.

1.08 CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

- A. Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract.

1.09 PROHIBITED INTERESTS

- A. No official of the District, and no District Representative who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take

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part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the provision of the Project, shall be or become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, attorney, agent or Inspector of Record for the District who is authorized in such capacity and on behalf of the District to exercise any executive, supervisory or other similar functions in connection with the provision of the Project, shall become directly or indirectly interested financially in this Contract or in any part thereof.

1.10 SEPARATE CONTRACTS

- A. The District reserves the right to let other contracts in connection with this work.
- B. To insure proper execution of his subsequent work, the Contractor shall measure and inspect work already in place and shall at once report to the District Representative any discrepancy between executed work and the Contract Documents.
- C. The Contractor shall ascertain to his own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that the Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to the Contractor exclusive occupancy at site of the Project. The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the provision of the Project. If execution of the Contract Documents by Contractor for the provision of the Project is likely to cause interference with performance of some other contract or contracts procured by the District, the Contractor shall cooperate with the District and the District or the District's Representative and the Contractor shall coordinate with the other contractors so as to prevent any unnecessary hindrance or delay to Contractor's work under the Contract Documents and the work of such contractors. If Contractor is required to cease work on the Project due to said interference and cannot mitigate such costs through its commercially reasonable efforts to mitigate such costs, such shut down shall be treated as a deviation from the Standards in accordance with Section 3.1.1 of the Contract and paid for by the District in accordance therewith. The District shall not be responsible for any damages suffered or for extra costs incurred by the Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts in relation to the provision of the Project, or caused by any decision or omission of the District or the District's Representative respecting the order of precedence in performance of contracts.

1.11 SUBCONTRACTING

- A. The Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If the Contractor subcontracts any part of this Contract, the Contractor shall be as fully responsible to the District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these Contract Documents shall create any contractual relation between any subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and the subcontractor.
- B. Contractor's use of subcontractors under this Contract shall not in any way relieve the Contractor of his obligations under this Contract.
- C. Substitution or addition of subcontractors shall be permitted only as authorized in Chapter 4 (commencing at section 4100), of the California Public Contract Code.

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1.12 WORKERS

- A. The Contractor shall at all times enforce strict discipline and good order among his employees. The Contractor shall not employ on work any unfit person or any one not skilled in work assigned to him except as otherwise provided in Section 1.16 hereof.
- B. Any person in the employ of the Contractor whom the District or the District's Representative may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with the written consent of the District.

1.13 PREVAILING RATES OF WAGES

- A. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the provision of the Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District's Facilities Department. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- B. As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.
- C. Contractor shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- D. Contractor shall provide a Certification of Compliance with the Prevailing Wage Rate provisions of this section in the form attached hereto.

1.14 OTHER WAGE RATES

- A. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided in Labor Code Section

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1773.1 apprenticeship or other training programs authorized by Labor Code Section 3093, and similar purposes when the term "per diem wages" is used herein.

- B. Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per them wages, unless otherwise specified.
- C. Any worker employed to perform work relating to the Project which is not covered by any classification available in the District office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

1.15 PAYROLL RECORDS

- A. Pursuant to California Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work. The Contractor shall certify under penalty of perjury that records maintained and submitted by the Contractor are true and accurate. The Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

1.16 APPRENTICES

- A. Contractor and any Subcontractor under them shall comply with the requirement of Sections 1777.5 and 1777.6 of the California Labor Code in the employment of apprentices.
- B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- C. Knowing violations of Section 1777.5 of the California Labor Code will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7 of the California Labor Code.

1.17 HOURS OF WORK

- A. As provided in 3 (commencing at section 1810), chapter 1, part 7, division 2 of the California Labor Code, the Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the work or upon any part of the work contemplated by this Contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay. The district observes the following Federal Holidays; New Year's Day, Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day and Christmas Day.

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- B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- C. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the District. District must be notified and approve of contractor working after regular working hours or on Saturdays and Sundays or other holidays. District must be notified 48 hours in advance.
- D. Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Contractor's submitted schedule.
- E. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1.18 DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

- A. Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor which relates to the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to perform work relating to the Project.

1.19 FINGERPRINTING REQUIREMENTS

- A. District Determination of Fingerprinting Requirement Application is set forth in Document 00940 Criminal Background Investigation/Fingerprinting Certification.

- 1. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students.

If the District determines based on the totality of the circumstances concerning the provision of the Project that the Contractor and the Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the Project to be provided do not constitute an emergency or exceptional situation. In accordance with California Education Code section 45125.2 the Contractor shall, at the Contractor's own expense, (a) install a physical barrier to limit contact with students by the Contractor and/or the Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or the Contractor's employees by an employee of the Contractor who has received

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fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and the Contractor's employees by a District employee.

2. Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving Only Limited Contact with Students.

If the District determines based on the totality of the circumstances concerning the provision of the Project that the Contractor and the Contractor's employees are subject to the requirements of California Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Contract, the Contractor acknowledges that the Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students.

Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or the Contractor's employees on a school site: (1) the Contractor and/or the Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) the Contractor and/or the Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location the Contractor and/or the Contractor's employees shall not change locations without contacting the school office; (4) the Contractor and the Contractor's employees shall not use student restroom facilities; and (5) If the Contractor and/or the Contractor's employees find themselves alone with a student, the Contractor and the Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

3. Certification of Compliance.

Prior to, and as a condition to commencement of the District's obligations, the Contractor shall execute and deliver to the District a Fingerprint Certification in the form attached hereto indicating compliance with the provisions of this Section 1.20.

1.20 NON-DISCRIMINATION

- A. Pursuant to the provisions of California Labor Code Section 1735, the Contractor and its subcontractor shall not unlawfully discriminate in the employment of persons for the provision of the Project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, and sex.

1.21 THIRD-PARTY CLAIMS

- A. Pursuant to Public Contract Code section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

1.22 PERSONAL LIABILITY

- A. Neither the District, the District's Representative, nor any other director, officer or authorized assistant or agent of the District or the District's Representative, shall be personally responsible for any liability arising under the Contract.

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1.23 LAWS AND REGULATIONS

- A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of the Work as indicated and specified. If Contractor observes that the Drawings are at variance therewith, he shall promptly notify the District's Representative in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in the Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Representative, he shall bear all costs arising there from.
- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 USC §12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

1.24 PERMITS AND LICENSES

- A. Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, unless otherwise specified.

1.25 EASEMENTS

- A. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the District, unless otherwise specified.

1.26 SURVEYS

- A. Surveys to determine location of property lines and corners will be supplied by the District. Surveys to determine locations of construction, grading, and site work shall be provided by Contractor.

1.27 EXCISE TAXES

- A. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

1.28 MATERIALS

- A. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other Project and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- C. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this Contract.

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- D. No materials, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise the District as to the owner thereof. Nothing contained in this, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of the District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.
- E. Materials shall be stored on the premises in such manner so as not to interfere with the Work and so that no portion of the structure shall be overloaded.
- F. Materials or work required or necessary to be tested shall be tested under supervision of, as directed by and at such places as may be convenient to the District and/or the District's Representatives. The required testing of all structural materials shall be done by an approved testing laboratory as pursuant to section 1.46, herein.

1.29 CONTRACTOR'S SUPERVISION

- A. Unless personally present on the premises where work is being done, Contractor shall keep on the work, during its progress, a competent full-time job (project) superintendent satisfactory to the District and District's Project Manager. The job superintendent shall not be changed except with consent of the District, which consent shall not be unreasonably withheld, unless the job superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. The job superintendent shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.
- B. Contractor shall give efficient supervision to Work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to the District of any error, inconsistency or omission which he may discover.

1.30 DISTRICT'S INSPECTOR OF RECORD

- A. One or more IORs employed by District in accordance with requirements of Title 21 of the California Code of Regulations will be assigned to the work. The Inspectors duties are specifically defined in Title 21, Section 42 of the California Code of Regulations.
- B. The IOR shall have access to all Construction operations as well as construction Project involving work under this Contract and shall be provided reasonable advance notice of the time and place of operations, which the IOR desires to observe. The IOR shall be provided with all necessary samples of materials and work for testing purposes. All work shall be under the observation of said Inspector. He shall have free access to any or all parts of work at any time. Inspection of the Work shall not relieve Contractor from any obligation to fulfill this Contract. The IOR or the District shall have authority to stop work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct his employees accordingly.

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- C. Contractor shall pay all costs and fees associated with the District's IOR.

1.31 DOCUMENTS ON WORK

- A. Contractor shall keep one copy of all Contract Documents, including addenda, Division I, Title 21 of the California Code of Regulations (Building Standards Administrative Code), Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the Contract, and any other laws, rules or regulations governing building standards for public school construction, which by this reference is a part of the Contract Documents, on job at all times. Said documents shall be kept in good order and available to the District and District's Representative. Contractor shall be acquainted with and comply with the provisions of said these laws, rules or regulations as they relate to the Project. (See particularly Duties of the Contractor, Titles 21 California Code of Regulations, and section 43.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to the Project, particularly Titles 17, 19, 21 and 24.)
- B. Contractor shall also make available all books, records, accounts, contracts, bids, etc. related to the Project upon request of the District.

1.32 FINAL RECORD DRAWINGS

- A. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "final record drawings"); Contractor shall require each trade to do its own record drawings. The trade record drawings shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings. The District's representative shall determine adequacy of the drawings. Contractor shall mark the set to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the Work.
- B. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.
- C. At the completion of the installation phase of the Project, the Contractor shall provide the District Representative with two complete sets of final record drawings. The complete sets shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing.

1.33 UTILITY USAGE

- A. All temporary utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon

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completion of work, Contractor shall remove all temporary distribution systems. Please reference Document 01500.

- B. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- C. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Section 1.07 hereof, at which time further pro-rating will be determined if necessary. When the District begins using the interim housing relating to the Project, charges over and above power actually used for construction will be the responsibility of the District.
- D. If the Contract is for construction in existing facilities, Contractor may, with written permission of the District, use the District's existing utilities by making prearranged payments to the District for utilities used by Contractor for construction.

1.34 SANITARY FACILITIES

- A. The Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers or as otherwise required by CAL-OSHA regulation. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the Inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.

1.35 TRENCHES

- A. Trenches Five Feet or More in Depth. If the Contract Price exceeds \$25,000, the Contractor shall submit to the District or a registered civil or structural engineer employed by the District, for acceptance, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL-OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.
 - 1. All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.
 - 2. Nothing in this shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.
- B. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface,

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Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- C. The District or District's Representatives shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the Contract.
- D. In the event that a dispute arises between the District or District's Representative and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

1.36 REGIONAL NOTIFICATION CENTER - EXCAVATIONS

- A. Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District or the District's Representatives has been given the identification number by the Contractor.
- B. Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, damage to a subsurface installation requiring immediate repair or sabotage (Government Code Section 4216).
- C. Subsurface installation means any underground pipeline, conduit, duct, wire, or other structure operated or maintained in or across a public street or public right of way (Government Code Section 4216).

1.37 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence in connection with the prosecution of this Contract.

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Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Contract Documents. Contractor shall take all necessary precautions for the safety of employees performing work on the Project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to the District and the District's Representative by Contractor.

- B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the District is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- C. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- D. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:
 - 1. Enclose working area with a substantial barricade in the form of temporary chain-link fence panels, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work, which may interfere with school routine before or after school hours. (This subsection applies to construction on existing school sites.)
 - 2. Shrubs and trees indicated by District to be preserved which are damaged shall be replaced in kind at Contractor's expense.
 - 3. Deliver materials to the building area over a route designated by the Project Manager.
 - 4. When directed by the District, take preventive measures to eliminate objectionable dust and follow SCAQMD air quality regulations as appropriate.
 - 5. Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits and these General Conditions or directions of the District Representative. Contractor shall not unreasonably encumber premises with his materials. Contractor shall enforce all instructions of the District regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed for the provision of the Project comply with all regulations while on the construction site.
 - 6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are

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disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

1.38 LAYOUT AND FIELD ENGINEERING

- A. All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer approved by the District or District Representative. Any required "as-built" drawings of site development shall be prepared by the approved civil engineer.

1.39 HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

- A. Notice of Hazardous Waste or Materials Conditions.
1. Contractor shall give notice in writing to the District and the Project Manager promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any: (i) material that Contractor or any Subcontractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or (ii) other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the Sites.
 2. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
 3. In response to Contractor's written notice, the District shall investigate the identified conditions through an appropriate testing agency.
 4. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Times, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
 5. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of Work, or performing the Work by others.
 6. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

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B. Additional Warranties and Representations

1. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
2. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

C. Monitoring and Testing

1. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the Contract or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
2. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests.
3. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

D. Compliance with Laws

1. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals; provided that Contractor shall only be responsible for hazardous materials brought onto the Sites by Contractor or subcontractors under Contractor's control.

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2. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - i. The protection of the public health, welfare and environment;
 - ii. Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
 - iii. The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
 - iv. The protection of environmentally sensitive areas such as wetlands and coastal areas.

E. Disposal

1. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
2. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
3. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

F. Permits

1. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility has fully complied with these requirements.
2. Contractor shall obtain all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law.
3. Contractor, all Subcontractors and any and all disposal facilities shall be in full compliance with all such permits, approvals and the regulations.
4. Before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a

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return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising there from.

5. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.
- G. Indemnification. To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).
- H. Termination. District shall have an absolute right to terminate the Contract for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste.
- I. Contractor shall execute and deliver to the District the Hazardous Materials Certification in the form attached hereto.

1.40 CUTTING AND PATCHING

- A. Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure.
- B. All costs caused by defective or ill-timed work shall be borne by the party responsible therefor.
- C. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with written consent of the District.

1.41 CLEANING UP

- A. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Contractor shall not leave debris

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under, in, or about the premises. Upon completion of the Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and Contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor's operations or equipment.

- B. If the Contractor fails to clean up at the completion of the Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

1.42 ACCESS TO WORK

- A. The District and its Representatives shall at all times have access to the Work on the Site. Contractor shall provide safe and proper facilities for such access so that the District's Representatives may perform their functions under the Contract.

1.43 TESTS AND INSPECTIONS

- A. If laws, ordinances, or any public authority require any Work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by a public authority other than the District, Contractor shall inform the District of date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by the District or the IOR shall be promptly made and where practicable at source of supply. If any work should be covered up without approval or consent of the IOR, it must, if required by the IOR to be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with the Contract. Costs for testing and inspection shall be paid by the District. Costs of tests of any materials found not to be in compliance with the Contract shall be paid by the owner and backcharged to the Contractor.
- B. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency, or the District's Representative, and not by Contractor. All test or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- C. In advance of manufacture of materials to be supplied by Contractor under the Contract, which by the terms of the Contract must be tested, Contractor shall notify the District in advance so that the District and its Representatives may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from the District's Representative that such testing and inspection will not be required, shall not be incorporated into the work without the prior approval of the District or its Representatives and subsequent testing and inspection.
- D. Reexamination of questioned Work may be ordered by the IOR. If so ordered, Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and replacement. If such Work be found not to be in accordance with the Contract Documents, Contractor shall pay such costs.

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1.44 SOILS INVESTIGATIONS

- A. When a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this Contract. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the Contract. Contractor is required to make a visual examination of the Site and must make whatever tests he deems appropriate to determine the underground condition of the soil.

1.45 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

1.46 LABOR/EMPLOYMENT SAFETY

- A. The Contractor shall maintain emergency first aid treatment for his employees, which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

1.47 ASSIGNMENT OF ANTITRUST ACTIONS

- A. Pursuant to Section 7103.5 of the California Public Contract Code, in entering into a public works contract or subcontract to supply goods, Project, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the California Business and Professions Code), arising from the purchase of goods, Project, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

1.48 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- A. Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.

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- B. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District.

Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with 6 hereof, caused by Contractor's failure to comply with Permit.

Contractor is required to provide copies of all documents required by SWPPP.

Where approval by the District or representative of the District is indicated, it is understood to be conceptual approval only and does not relieve Contractor of responsibility for complying with all laws, codes, industry standard and does not relieve Contractor from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its Subcontractors.

1.49 INTEGRATION

- A. Oral Modifications Ineffective. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, except by a waiver or modification thereof in writing and signed by the authorized representative of the District and the Contractor.
- B. Contract Documents Represent Entire Agreement. The Contract Documents represent the entire understanding of the District and Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

1.50 COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS

- A. If the Project require the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the San Diego Regional Water Quality Control Board Resolution 95-63 and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

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1.51 DRUG-FREE WORKPLACE, NO ASBESTOS CERTIFICATION

- A. Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." This form is attached hereto and must be signed under the penalty of perjury and dated prior to commencing work on the installation of the Systems.
- B. In addition to the above listed certification, Contractor shall, for all contracts involving state funds, execute and submit an "Asbestos-Free Materials Certification" in the form attached hereto. Contractor, further, is aware of the following:
1. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
 - a. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - b. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - c. The asbestos consultant shall be chosen and approved by the District, which shall have sole discretion and final determination in this matter.
 - d. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
 2. The Contractor acknowledges and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability associated with Contractor's introduction of asbestos to the Site(s). The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

1.52 NOTICE OF TAXABLE POSSESSORY INTEREST

- A. The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

1.53 COMMUNITY OUTREACH BUSINESS ENTERPRISE ERING

In accordance with California Education Code Section 17076.11 the District has a Disabled Veteran Business Enterprise participation goal of at least three percent (3%) per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998, and expended each year by the District. This District is seeking DVBE participation under this Agreement.

Contractor must make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Information regarding certified DVBE firms can be obtained from the Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478 or (916) 322-5060 as well as the OSBCR website at www.dgs.ca.gov/osbcr. Verification of

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DVBE status must be obtained from the OSBCR by receiving an approved certification letter and reference number from that office. Contractor is encouraged to retain documentation of its good faith efforts, in the event such documentation is requested by the District. Good faith efforts are demonstrated by evidence of the following: (i) contact was made with the District regarding the identification of DVBEs; (ii) contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (iii) advertising was published in trade papers and papers focusing on DVBEs; (iv) invitations to bid were submitted to potential DVBE contractors; and (v) available DVBEs were considered.

Contractor shall certify, under penalty of perjury, that a good faith effort was made to include DVBE contractors and suppliers in the Project.

Prior to, and as a condition to District's final payment under the contract, the Contractor shall execute and deliver to the District the COBE Certification in the form attached hereto.

1.53 LEAD BASED PAINT CERTIFICATION

The Contractor shall execute and deliver to the District the Lead Based Paint Certification in the form attached hereto.

1.54 WORKERS COMPENSATION CERTIFICATION

The Contractor shall execute and deliver to the District the Workers Compensation Certification in the form attached hereto.

1.55 SAFETY OF PERSONS AND PROPERTY

A. GENERAL

1. The Contractor shall take all reasonable precautions for the Cal OSHA safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - (a) All employees on the work and all other persons who may be affected thereby.
 - (b) All the work and all materials and equipment to be incorporated as Cal OSHA standard therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors.
 - (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - (d) All workers are required to attend site safety training developed by the Contractor.
2. Contractor shall not permit any construction technique or activity which decreases building security, safety or Cal OSHA guidelines. Contractors shall cooperate fully with the District's requirements regarding security and safety of the building at all times.
3. The Contractor shall give all notices and comply with all Cal OSHA applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss and will have on file at all times.
4. The Contractor shall provide, erect, maintain, dismantle and remove, as required

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by Cal OSHA guideline standard, existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the owners and users of adjacent utilities to the Work at all times. He shall protect the owner's property from injury or loss arising in connection with this Contract. Contractor shall adequately protect adjacent property as provided by law. Contractor shall provide and maintain all passageways, guard fences, light and other facilities for protection required by public authority, local conditions, per Cal OSHA standard. At no time shall the Contractor remove, alter or render ineffective any barricades, railings or cover on the Project without written permission of the District. Where these safety devices are to be turned over to others, upon completion of the work, the devices shall be repaired or replaced so that they meet the required standards prior to turnover.

5. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall follow Cal OSHA rules and regulations and exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel. Fuel for cutting and burning torches shall be stored in locations and protected as prescribed by law and Cal OSHA regulations and ordinances. No volatile liquids shall be used for cleaning agents or as fuels for motorized equipment or tools within a building except with the express written approval of the District. Contractor to provide the Material Safety Data Sheet to the District for bulk storage of volatile liquids. These liquids shall be outside the building at locations as prescribed by Cal OSHA and law and ordinances and as directed by the District and only so much volatile liquid as permitted under Cal OSHA regulations and applicable laws and ordinances shall be allowed within the building at any given time.

6. The Contractor shall, at its own expense, promptly remedy all damage or loss to any property referred to in Sub-sections A. 2. and A. 3. caused in whole or in part by the Contractor, Subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-sections A. 2. and A. 3. except damage or loss attributable to the acts or omissions of the District or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

7. The Contractor shall take all precautions and follow Cal OSHA standards required to prevent fires as a result of his operations. Where flame cutting torches, blow torches, or welding tools are required to be used within an existing building, their use shall be as approved by the Contractor at the site and shall follow all Cal OSHA regulations. When welding tools or torches of any type are in use, the Contractor shall have available, in the immediate vicinity of the work, a fire extinguisher of the ABC type. The fire extinguisher shall be provided and maintained by the Contractor and follow Cal OSHA regulations.

8. The Contractor shall advise the District, in writing, of all unusual flammable or toxic materials which the Contractor plans to store and use on site and have the Material Safety Data Sheet information on file at the job site at all times and follow Cal OSHA regulations.

9. Shielding or similar precautions will be taken adjacent to welding operations and said operations will comply in every respect with Cal OSHA regulations.

10. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the safety of the jobsite. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the District,

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and said designee shall attend all project weekly safety meetings scheduled by the Contractor.

11. Every employee will be dressed appropriately for the work they perform and follow Cal OSHA guidelines. Minimum dress will consist of long pants, tee shirt, work shoes, hard-hat, gloves and safety glasses which shall be worn at all times and shall follow all safety regulations from Cal OSHA. Shorts, cut-offs, "tank-top" shirts or soft-toed shoes will not be permitted.

12. Each Contractor and Subcontractor shall, in a readily visible manner, identify all of their tools, equipment and similar materials, either by paint color or label. The Contractor and each Subcontractor shall provide their employees with a hard hat bearing his first initial, last name, and his Company name. This information shall be clearly visible at all times and the hard hat to be used shall be in full compliance with Cal OSHA regulations.

13. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety. All plans for storage or loading within the Project shall be submitted to the District before unloading of material. All records of loading and unloading shall have a written copy filed on the job site. All loading shall be to Cal OSHA regulations.

14. Weather protection shall be supplied by the Contractor and shall include any enclosure, supplemental heating, and furnishing and any other features (insulation, etc.) for meeting conditions required by the District or by the specifications relative to the Contractor's work.

15. Contractor agrees to comply with all applicable laws and Cal OSHA regulations and not to discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age, or disability and further agrees not to engage in any unlawful employment practices.

B. EMERGENCIES

In an emergency affecting the safety or life of individuals, or of the Work, or of adjoining property, the Contractor, without special instruction or authorization from the District, shall follow Cal OSHA regulations to prevent such threatened loss or injury. Also he/she should follow Cal OSHA regulations to prevent threatened loss or injury.

C. SITE SECURITY, PERSONNEL & PROPERTY PROTECTION

- A. At no time shall the Contractor, his employees or agents or any Subcontractor or their respective employees or agents, remove, alter or render ineffective any barricades, railings or cover on the project without written permission of the District. Where these safety devices are to be turned over to others, upon completion of the work, the devices shall be repaired or replaced so that they meet the required standards prior to turnover. The Contractor shall replace guardrails and other safety structures which have been removed to perform Work and any such removal shall be coordinated with the Contractor. The Contractor and all persons on the site shall closely follow safety procedures while structures are removed and follow Cal OSHA regulations.
- B. The Contractor shall provide and maintain proper warnings and detour signs at all pedestrian and vehicular closures, intersections, and along detours, directing traffic around closed portions of roadways. Contractor shall, at his own expense, wherever necessary or required, provide and maintain fences, temporary roadways, temporary cross signs, watchmen, warning lights and take such other precautions as may be necessary to protect life and property, and shall be solely responsible for all damages occasioned in any way by his acts or neglect. All barricades and

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obstructions shall be illuminated at night, and all lights shall be kept on from one-half hour before sunset, until one-half hour after sunrise.

1.56 GENERAL REGULATIONS

A. Drug-Free Schools:

1. No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
2. The Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.
3. The Site shall be posted: "Non-Smoking Area" in a highly visible location.

B. Language:

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

C. Disturbing the Peace (Noise and Lighting):

1. Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use.
3. If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

D. Traffic:

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

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E. Conclusion:

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

1.57 MISCELLANEOUS

These Contract Documents shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of these Contract Documents, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. Except as otherwise provided in these Contract Documents, in the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

END OF DOCUMENT

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**ATTACHMENT 1.14
PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION**

The undersigned declares that he or she is an authorized representative of Solar Star California XXVI, LLC, (hereinafter referred to as the "Contractor"), a party with the Sweetwater Union High School District (hereinafter referred to as the "District") to a Power Purchase Agreement hereby Contractor will install, operate and maintain solar photovoltaic systems ("Systems") on District property leased to Contractor at certain District school sites pursuant to a Facilities Lease and the District will purchase 100% of the solar power generated by the Systems. The installation, operation and maintenance of the Systems shall hereinafter be referred to as the "Project."

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District's labor compliance program, if in use on this Project.

Executed this ____ day of _____, 20__ at _____, California.

Signature of Contractor _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public In and for said County and State

My Commission Expires _____

END OF DOCUMENT

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**ATTACHMENT 1.20
CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION**

The undersigned declares that he or she is an authorized representative of Solar Star California XXVI, LLC, (hereinafter referred to as the "Contractor"), a party with the Sweetwater Union High School District (hereinafter referred to as the "District") to a Power Purchase Agreement hereby Contractor will install, operate and maintain solar photovoltaic systems ("Systems") on District property leased to Contractor at certain District school sites pursuant to a Facilities Lease and the District will purchase 100% of the solar power generated by the Systems. The installation, operation and maintenance of the Systems shall hereinafter be referred to as the "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 ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

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

_____ The Contractor has complied with the fingerprinting requirements of California Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees and all of the equipment manufacturer's employees who may have contact with District pupils in the course of providing services pursuant to the Contract (collectively, "employees"), 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 California 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.

Pursuant to California 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 the employees and District pupils at all times.

_____ Pursuant to California 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 has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name:

Title:

Pursuant to California 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 employees and District pupils at all times.

For all non Department of Justice cleared employees, the Contractor must provide badges for all employees working on the construction Project that is the subject of this Contract. Badges shall be worn at all times. All badges must be professional looking, typed and worn with clips or neck lanyards. All badges must clearly show the following information:

- Company Name (Contractor)
- Company Name (Subcontractor)

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- Employee Name
- Project Name
- Project Job Number

Contractor's or vendor's employees whose sole responsibility is the delivery of supplies or materials, (i.e. Concrete Truck Driver, Plumbing and Electrical supply vendor, etc...) and who stay within close proximity to their delivery vehicle are not required to wear a badge. However, contractor's or vendor's employees who perform construction or installation related activities related to deliveries or who must leave their vehicles in order to make deliveries must wear a badge, or be escorted by a Department of Justice cleared employee of the Contractor.

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

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

Executed this ____ day of _____, 20__ at _____, California.

Signature of Contractor _____

Print Name: _____

Title: _____

END OF DOCUMENT

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**ATTACHMENT 1.41
HAZARDOUS MATERIALS CERTIFICATION**

The undersigned declares that he or she is an authorized representative of Solar Star California XXVI, LLC, (hereinafter referred to as the "Contractor"), a party with the Sweetwater Union High School District (hereinafter referred to as the "District") to a Power Purchase Agreement hereby Contractor will install, operate and maintain solar photovoltaic systems ("Systems") on District property leased to Contractor at certain District school sites pursuant to a Facilities Lease and the District will purchase 100% of the solar power generated by the Systems. The installation, operation and maintenance of the Systems shall hereinafter be referred to as the "Project."

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

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

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

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

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

Contractor has read and understood SUHSD DOCUMENT entitled "Hazardous Materials Procedures & Requirements", and shall comply with all the provisions outlined therein.

Executed this ____ day of _____, 20__ at _____, California.

Signature of Contractor _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public In and for said County and State

My Commission Expires _____

END OF DOCUMENT

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**ATTACHMENT 1.53
DRUG FREE WORKPLACE CERTIFICATION**

The undersigned declares that he or she is an authorized representative of Solar Star California XXVI, LLC, (hereinafter referred to as the "Contractor"), a party with the Sweetwater Union High School District (hereinafter referred to as the "District") to a Power Purchase Agreement hereby Contractor will install, operate and maintain solar photovoltaic systems ("Systems") on District property leased to Contractor at certain District school sites pursuant to a Facilities Lease and the District will purchase 100% of the solar power generated by the Systems. The installation, operation and maintenance of the Systems shall hereinafter be referred to as the "Project."

This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (California Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to California Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by California Government Code Section 8355 when performing the Contract for the Project by:

- a. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;
- b. Establishing a drug-free awareness program;
- c. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

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

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

Executed this _____ day of _____, 20__ at _____
California.

Signature of Contractor _____

Print Name _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public In and for said County and State
My Commission Expires _____

END OF DOCUMENT

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**ATTACHMENT 1.56
COMMUNITY OUTREACH BUSINESS ENTERPRISE**

The undersigned declares that he or she is an authorized representative of Solar Star California XXVI, LLC, (hereinafter referred to as the "Contractor"), a party with the Sweetwater Union High School District (hereinafter referred to as the "District") to a Power Purchase Agreement hereby Contractor will install, operate and maintain solar photovoltaic systems ("Systems") on District property leased to Contractor at certain District school sites pursuant to a Facilities Lease and the District will purchase 100% of the solar power generated by the Systems. The installation, operation and maintenance of the Systems shall hereinafter be referred to as the "Project."

The SUHSD Board of Trustees recognizes the importance of promoting economic growth in the communities it serves and, therefore, encourages the inclusion of small, local, emerging, minority, woman-owned, disadvantaged owned, and disabled veteran-owned businesses in every aspect of the execution of Proposition O Bond work.

Section 17076.11 of the California Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises (DVBE) of at least 3 percent, per year, of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, Contractor must submit this document to the District with its executed agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract. Bidders should not submit this form with their bids.

NOTE: Architectural, engineering, environmental, land surveying, or construction management firms must indicate their method of compliance by completing this form after selection by the District and before the contract is signed.

Method of Compliance with L/S/E/DVBE/MBE/WBE/DBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. L/S/E/DVBE/MBE/WBE/DBE owned and at least 40 percent of this contract will be performed by your forces	Include a copy of your L/S/E/DVBE/MBE/WBE/DBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")*	Complete Part 1 of this form and the Certification
B. L/S/E/DVBE/MBE/WBE/DBE owned but is unable to perform 40 percent of this contract with your forces	USE L/S/E/DVBE/MBE/WBE/DBE subcontractors / suppliers to bring the contract participation to at least 40 percent	Include a copy of each L/S/E/DVBE/MBE/WBE/DBE letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
C. NOT L/S/E/DVBE/MBE/WBE/DBE	Use L/S/E/DVBE/MBE/WBE/DBE subcontractors / suppliers for at least 40 percent of this contract	
D. Unable to meet the required participation goals	Complete all of this Certification form	

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* A L/S/E/DVBE/MBE/WBE/DBE letter from OSB is obtained from the participating L/S/E/DVBE/MBE/WBE/DBE. If the letter is not provided, the bidder may be ineligible for award of the contract.

You must complete the following table to show the dollar amount of L/S/E/DVBE/MBE/WBE/DBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
B. L/S/E/DVBE/MBE/WBE/DBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non- L/S/E/DVBE/MBE/WBE/DBE	
E. Total Bid	

Contacts. To identify L/S/E/DVBE/MBE/WBE/DBE subcontractors/suppliers for participation in your contract, you must contact those organization listed in each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
A. The District			*
B. OSB, which publishes a list of DVBE's; Internet Address: Http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
C. DVBE Organization (see List maintained by District) [you need to identify the source of the List]			*

*Write "recorded message" in this column, if applicable.

Advertisement. You must advertise for L/S/E/DVBE/MBE/WBE/DBE participation in both a trade and focus paper. List the advertisement you place to solicit L/S/E/DVBE/MBE/WBE/DBE participation. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking L/S/E/DVBE/MBE/WBE/DBE participation, the project name and location, and your firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

L/S/E/DVBE/MBE/WBE/DBE Solicitations. List L/S/E/DVBE/MBE/WBE/DBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the

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three columns as a sentence from left to right). If you need additional space to list L/S/E/DVBE/MBE/WBE/DBE solicitations, please use a separate page and attach to this form.

IF THE L/S/E/DVBE/MBE/WBE/DBE	THEN.....	AND.....		
was selected to participate	Check "yes" in the Selected column, include the applicable dollar amount in Part III of the Form SAB 515PB	include a copy of their L/S/E/DVBE/MBE/WBE/DBE letter from OSB		
was NOT selected to participate	Check "no" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

I, _____ certify that I am the Contractor's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the California Government Code providing for the imposition of treble damages for making false claims.

Executed this _____ day of _____, 20__ at _____ California.

Signature of Contractor _____

Print Name _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public In and for said County and State
My Commission Expires _____

END OF DOCUMENT

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GENERAL CONDITIONS**

**ATTACHMENT 1.57
LEAD BASED PAINT CERTIFICATION**

The undersigned declares that he or she is an authorized representative of Solar Star California XXVI, LLC, (hereinafter referred to as the "Contractor"), a party with the Sweetwater Union High School District (hereinafter referred to as the "District") to a Power Purchase Agreement hereby Contractor will install, operate and maintain solar photovoltaic systems ("Systems") on District property leased to Contractor at certain District school sites pursuant to a Facilities Lease and the District will purchase 100% of the solar power generated by the Systems. The installation, operation and maintenance of the Systems shall hereinafter be referred to as the "Project."

This certification provides notice to the Contractor that:

- a. The Contractor's work may disturb lead-containing building materials.
- b. The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

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

2. Overview of California Law

California Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (CA Ed. Code, § 3224 1.) Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (CA Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (CA Ed. Code, § 32244.)

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Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders and regulations applicable to all construction work where a contractor's employee may be occupationally exposed to lead (the "OSHA Regulations").

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Contractor's Liability

If the Contractor or any Subcontractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor and any Subcontractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the

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Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor and any Subcontractor.

The Contractor hereby acknowledges, under penalty or perjury, that it:

- a. Has received notification of potential Lead-Based materials on the Owner's property.
- b. Is knowledgeable regarding and will comply with all applicable laws, rules and regulations governing work with, and disposal of Lead.

The undersigned warrants that he/she has the authority to sign on behalf of and bind the Contractor. The District may require proof of such authority.

Executed this ____ day of _____, 20__ at _____, California.

Signature of Contractor _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public In and for said County and State

My Commission Expires _____

END OF DOCUMENT

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**ATTACHMENT 1.58
WORKERS COMPENSATION CERTIFICATION**

The undersigned declares that he or she is an authorized representative of Solar Star California XXVI, LLC, (hereinafter referred to as the "Contractor"), a party with the Sweetwater Union High School District (hereinafter referred to as the "District") to a Power Purchase Agreement hereby Contractor will install, operate and maintain solar photovoltaic systems ("Systems") on District property leased to Contractor at certain District school sites pursuant to a Facilities Lease and the District will purchase 100% of the solar power generated by the Systems. The installation, operation and maintenance of the Systems shall hereinafter be referred to as the "Project."

California Labor Code section 3700 in relevant part provides:

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

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

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

Executed this ____ day of _____, 20__ at _____, California.

Signature of Contractor _____

Print Name: _____

Title: _____

END OF DOCUMENT

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