

File No. 111023

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: October 12, 2011

Board of Supervisors Meeting

Date _____

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
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| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget & Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Ethics Form 126 |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER

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Completed by: Victor Young

Date: October 7, 2011

Completed by: Victor Young

Date: _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Interconnection Agreements - Renewable Energy Generating Facilities]

2
3 **Resolution authorizing the San Francisco Public Utilities Commission General Manager**
4 **to enter into two long term interconnection agreements for renewable energy**
5 **generating facilities, pursuant to San Francisco Charter Section 9.118.**

6
7 WHEREAS, The San Francisco Public Utilities Commission (SFPUC) is responsible for
8 implementing renewable energy generating facilities for the City and County of San Francisco
9 (City); and,

10 WHEREAS, The SFPUC has installed renewable energy generating facilities on a
11 number of City properties; and

12 WHEREAS, The Board of Supervisors approved agreements for construction,
13 installation, and operating of these projects in the following resolutions: Moscone Center,
14 Resolution 621-02; Southeast Treatment Plant, Resolution 443-04; and Pier 96, Resolution
15 189-06; Chinatown Public Library, Maxine Hall Medical Center, City Distribution Division
16 Warehouse, North Point Treatment Plant and San Francisco International Airport Terminal 3,
17 Resolution 554-07; and

18 WHEREAS, The SFPUC has developed two additional solar projects at the Chinatown
19 Public Health Center and the MUNI Woods Motor Coach Facility (Solar Projects); and

20 WHEREAS, On November 12, 2009, the SFPUC authorized a contract with BASS
21 Electric in the amount of \$1,397,749, for turnkey design and construction of these two Solar
22 Projects (SFPUC Power Enterprise funded agreement No. DB 117 for Solar Photovoltaic
23 Renewable Energy Plants); and

24 WHEREAS, Construction and installation of the Solar Projects is nearly completed; and
25

1 WHEREAS, The SFPUC must enter into Generating Facility Interconnection
2 Agreements (GFIs) with Pacific Gas and Electric Company (PG&E) to interconnect and
3 operate the Solar Projects and to serve the electrical loads at each facility; and

4 WHEREAS, The GFIs for the Solar Projects are based on a PG&E form agreement
5 approved by the California Public Utilities Commission; and

6 WHEREAS, The term of the GFIs for the solar projects is of an indefinite duration,
7 because the term is commensurate with the useful lives of the Solar Projects, which are
8 expected to exceed ten (10) years; and

9 WHEREAS, The GFIs for the Solar Projects are subject to approval by this Board of
10 Supervisors, pursuant to San Francisco Charter section 9.118, because the agreements are
11 likely to exceed ten (10) years; and

12 WHEREAS, It is to the City's benefit for the GFIs to have terms commensurate with
13 the lives of the Solar Projects, because this ensures that the Solar Projects can remain
14 interconnected to PG&E's distribution system for their useful lives; and

15 WHEREAS, The GFIs for the Solar Projects are subject to termination by the City for
16 any reason upon sixty days notice; and

17 WHEREAS, The City Attorney has approved the limitation of liability language set forth
18 in section 7 of the GFIs for the Solar Projects; and

19 WHEREAS, The City's Risk Manager has approved the insurance language set forth in
20 section 8 of the GFIs for the Solar Projects; and

21 WHEREAS, A copy of the GFIA for each of the Solar Projects is on file with the Clerk of
22 the Board of Supervisors in File No. 111023, which are hereby declared to be a part of this
23 resolution as if set forth fully herein; now, therefore, be it

24 RESOLVED, That the Board of Supervisors supports and encourages the use and
25 development of renewable energy on City properties; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors, pursuant to San Francisco
2 Charter section 9.118, authorizes the San Francisco Public Utilities Commission General
3 Manager to enter into Generating Facilities Interconnection Agreements for renewable energy
4 generating facilities located at the Chinatown Public Health Center and the MUNI Woods
5 Motor Coach Facility.

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San Francisco Water Power Sewer

Services of the San Francisco Public Utilities Commission

1145 Market Street, 7th Floor
San Francisco, CA 94103
T 415.554.3155
F 415.554.3161
TTY 415.554.3488

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Bart Broome, 554-0706 *BB*
DATE: July 26, 2011
SUBJECT: Resolution approving Solar Interconnection Agreements

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2011 SEP 26 AM 11:54
AK

Please find the original and 4 copies of the resolution attached to this cover memorandum, as well as supplemental materials regarding the resolution.

Attached is a resolution approving the Generating Facility Interconnection Agreements for solar photovoltaic renewable energy plants located at the Chinatown Public Health Center and the MUNI Woods Motor Coach Facility, pursuant to San Francisco Charter section 9.118.

Due to the Columbus Day holiday on October 10 the City Operations and Neighborhood Services Committee's next regular meeting will be on October 24. Therefore, we would like to request that this resolution instead be heard by the Budget and Finance Committee on October 12. By scheduling the hearing earlier, we will avoid having completed solar facilities in place and not connected to the grid and; therefore, losing the benefits of the power that would otherwise be generated.

The attachments include:

- Resolution Original & 4 Copies
- Interconnection Agreement for solar facility at 1490 Mason Street, Chinatown Public Health Center
- Interconnection Agreement for solar facility at 1095 Indiana Street, MUNI Woods Motor Coach Facility

Edwin M. Lee
Mayor

Francesca Vietor
President

Anson Moran
Vice President

Ann Moller Caen
Commissioner

Art Torres
Commissioner

Vince Courtney
Commissioner

Ed Harrington
General Manager





PG&E GENERATING FACILITY
INTERCONNECTION AGREEMENT

This Generating Facility Interconnection Agreement ("Agreement") is entered into by and between CITY AND COUNTY OF SAN FRANCISCO ("Producer"), and Pacific Gas and Electric Company ("PG&E") a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code ("PUC"): the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2 Generating Facility identification number: _____ (Assigned by PG&E)

2.3 Producer's electric service account number: 3672849836 (Assigned by PG&E)

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____

Address: _____

City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7 The expected annual energy production of the Generating Facility is _____ kWh.

2.8 For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code ("PUC"), Producer hereby declares that the Generating Facility does / does not meet the requirements for "Cogeneration" as such term is used in Section 216.6 of the California Public Utilities Code.

GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY

2.9 The Generating Facility's expected date of Initial Operation is _____
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

3.1 This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

- Appendix A- Description of Generating Facility and Single-Line Diagram (Supplied by Producer)
- Appendix B- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E)
- Appendix C- A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) ("Special Facility Agreement"), if applicable. (Formed by the Parties)

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section H.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated.
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

- (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
 - (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
 - (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.
- 4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.
- 4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY OPERATION AND CERTIFICATION REQUIREMENTS

- 5.1 The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.

GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY

5.2 If Producer declares that its Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 216.6 of the PUC (or any successor definition of "Cogeneration") ("Cogeneration Requirements"), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the "Status Change").

5.2.1 PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 9.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges ("CTCs") that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.

5.2.2 Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.2, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

6. INTERCONNECTION FACILITIES

6.1 Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility.

6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

6.3 If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company
Attention Tariffs and Compliance Department
PO Box 770000
Mail Code B8C
San Francisco, California 94177

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Rates and Tariffs Department
P.O. Box 770000
Mail Code B8C
San Francisco, California 94177
Phone: (415) 973-0335
FAX: (415) 973-2384

If to Producer: Producer Name: _____
Address: _____
City: _____
Phone: () _____
FAX: () _____

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.
- 10.2 Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E's TARIFF SCHEDULES AND RULES

13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

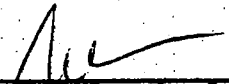
PRODUCER'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form

By  _____
William K. Sanders
Deputy City Attorney

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

16. **SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below:


PRODUCER'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Mark Esguerra
Title: GIS Manager
Date: _____

Approved as to form

By  _____
William K. Sanders
Deputy City Attorney

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

**APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)**

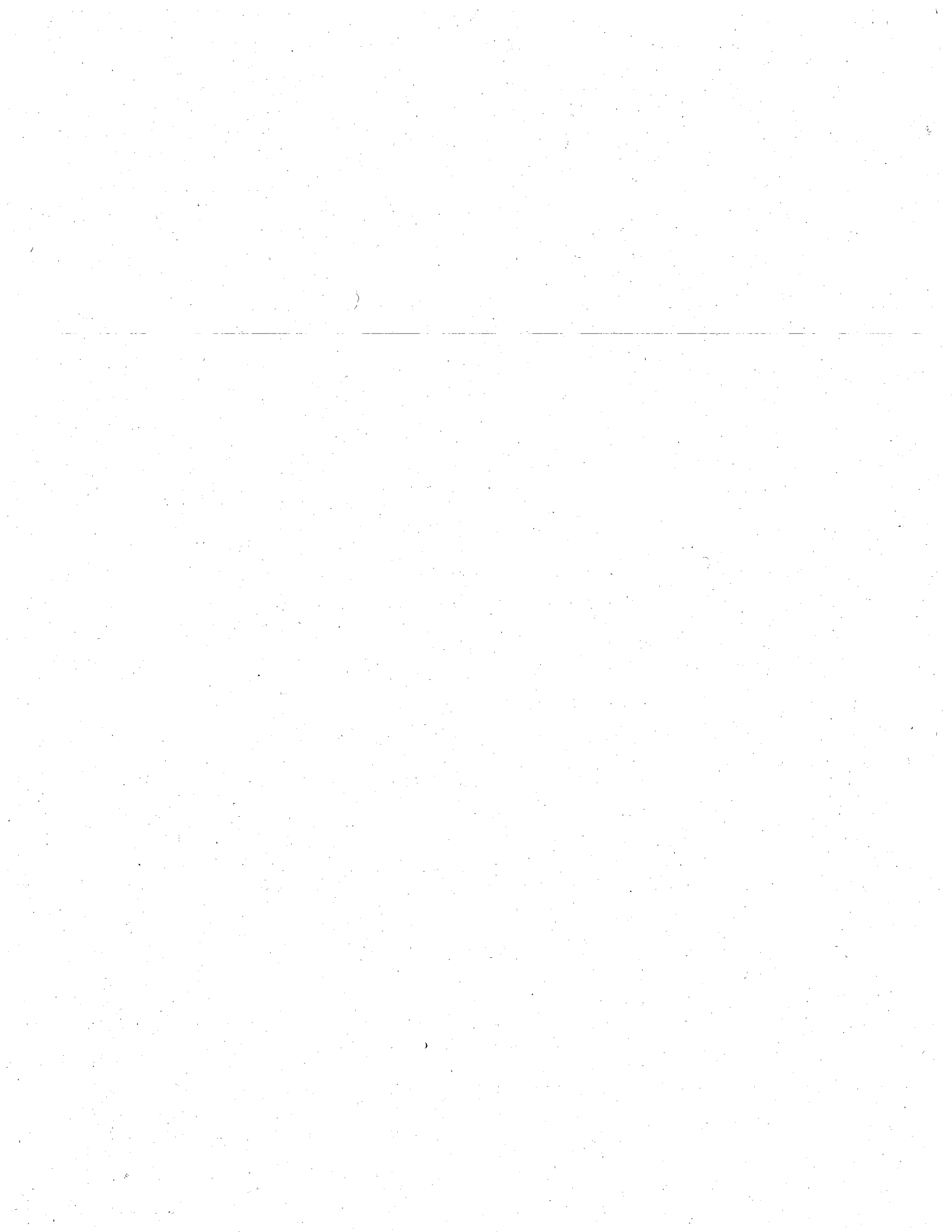
**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

**APPENDIX B
RULES "2" AND "21"
(and any other Tariffs pertinent to the situation).
(Provided by PG&E)**

(Note: PG&E's tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

**APPENDIX C
(If Applicable)
RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)**



PG&E GENERATING FACILITY
INTERCONNECTION AGREEMENT

This Generating Facility Interconnection Agreement ("Agreement") is entered into by and between CITY AND COUNTY OF SAN FRANCISCO ("Producer"), and Pacific Gas and Electric Company ("PG&E") a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code ("PUC"), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1 A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2 Generating Facility identification number: 70502 (Assigned by PG&E)

2.3 Producer's electric service account number: 3672849836 (Assigned by PG&E)

2.4 Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

Name: _____
Address: _____
City/Zip Code: _____

2.5 The Gross Nameplate Rating of the Generating Facility is: _____ kW.

2.6 The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7 The expected annual energy production of the Generating Facility is _____ kWh.

2.8 For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code ("PUC"), Producer hereby declares that the Generating Facility does / does not meet the requirements for "Cogeneration" as such term is used in Section 216.6 of the California Public Utilities Code.

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

2.9 The Generating Facility's expected date of Initial Operation is _____.
The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED: DEFINED TERMS

3.1 This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

- Appendix A- Description of Generating Facility and Single-Line Diagram (Supplied by Producer)
- Appendix B- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E)
- Appendix C- A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) ("Special Facility Agreement"), if applicable, (Formed by the Parties)

3.2 When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E's Rule 21, Section H.

4. TERM AND TERMINATION

4.1 This Agreement shall become effective as of the last date entered in Section 16. below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

- (a) The Parties agree in writing to terminate the Agreement.
- (b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E's Distribution System is closed or terminated;
- (c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

4.2 Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

- (a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects PG&E's ability or obligation to perform PG&E's duties under this Agreement; or,

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

- (b) Producer fails to take all corrective actions specified in PG&E's Notice that Producer's Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,
- (c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility's expected date of Initial Operation; or,
- (d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer's apparent abandonment of the Generating Facility affirming Producer's intent and ability to continue to operate the Generating Facility.

4.3 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application to terminate this Agreement.

4.4 Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

5.1 The electric power produced by Producer's Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits). Producer shall attempt in good faith to regulate the electric power output of Producer's Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E's electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer's Generating Facility.

GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY

5.2. If Producer declares that its Generating Facility meets the requirements for "Cogeneration" as such term is used in Section 216.6 of the PUC (or any successor definition of "Cogeneration") ("Cogeneration Requirements"). Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the "Status Change").

5.2.1 PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 9.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges ("CTCs") that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.

5.2.2 Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.2, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

6. INTERCONNECTION FACILITIES

6.1 Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility.

6.2 Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

- 6.3 If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.

7. **LIMITATION OF LIABILITY**

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. **INSURANCE**

- 8.1 In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

- (a) Two million dollars (\$2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;
- (b) One million dollars (\$1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and
- (c) Five hundred thousand dollars (\$500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.
- (d) Two hundred thousand dollars (\$200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY

- 8.2 The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.
- 8.3 If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
- 8.4 Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.
- 8.5 Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.
- 8.6 If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:
- (a) Producer shall provide to, PG&E, at least thirty (30) calendar days prior to the date of Initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.
 - (b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.
- 8.7 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

Pacific Gas and Electric Company
Attention Tariffs and Compliance Department
PO Box 770000
Mail Code B8C
San Francisco, California 94177

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

9. NOTICES

- 9.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E: Pacific Gas and Electric Company
Attention: Rates and Tariffs Department
P.O. Box 770000
Mail Code B8C
San Francisco, California 94177
Phone: (415) 973-0335
FAX: (415) 973-2384

If to Producer: Producer Name: _____
Address: _____
City: _____
Phone: () _____
FAX: () _____

- 9.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.
- 9.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

- 10.1 PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E's Distribution System.
- 10.2 Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E'S TARIFF SCHEDULES AND RULES

13.1 This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

13.2 This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

13.3 The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

13.4 Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.


PRODUCER'S NAME

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form

By 
William K. Sanders
Deputy City Attorney

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

**APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM.
(Provided by Producer)**

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

**APPENDIX B
RULES "2" AND "21"
(and any other Tariffs pertinent to the situation)
(Provided by PG&E)**

(Note: PG&E's tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)

**GENERATING FACILITY INTERCONNECTION AGREEMENT
PACIFIC GAS AND ELECTRIC COMPANY**

**APPENDIX C
(If Applicable)
RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)**



Edwin M. Lee, Mayor
Amy L. Brown, Acting
City Administrator

**OFFICE OF THE
CITY ADMINISTRATOR**



RISK MANAGEMENT DIVISION

August 4, 2011

Pacific Gas and Electric Company
Attention Tariffs and Compliance Department
PO Box 770000
Mail Code B8C
San Francisco, CA 94177

RE: Generating Facility Interconnection Agreement between Pacific Gas and Electric Company and City and County of San Francisco

This letter certifies that the City and County of San Francisco is self-insured and self-funded for the following insurance programs which cover the City and County of San Francisco, its officers, and employees.

General Liability with limits of \$2,000,000 per occurrence for Bodily Injury, Property Damage including Premises-Operations, Owners and Contractors Protective, Products and Completed Operations Hazard, Explosion, Collapse and Underground, and Contractual Liability for liability arising out of the City's negligence.

The City and County of San Francisco's self-insurance program is not commercial insurance and has no legal capacity to name another entity as additional insured.

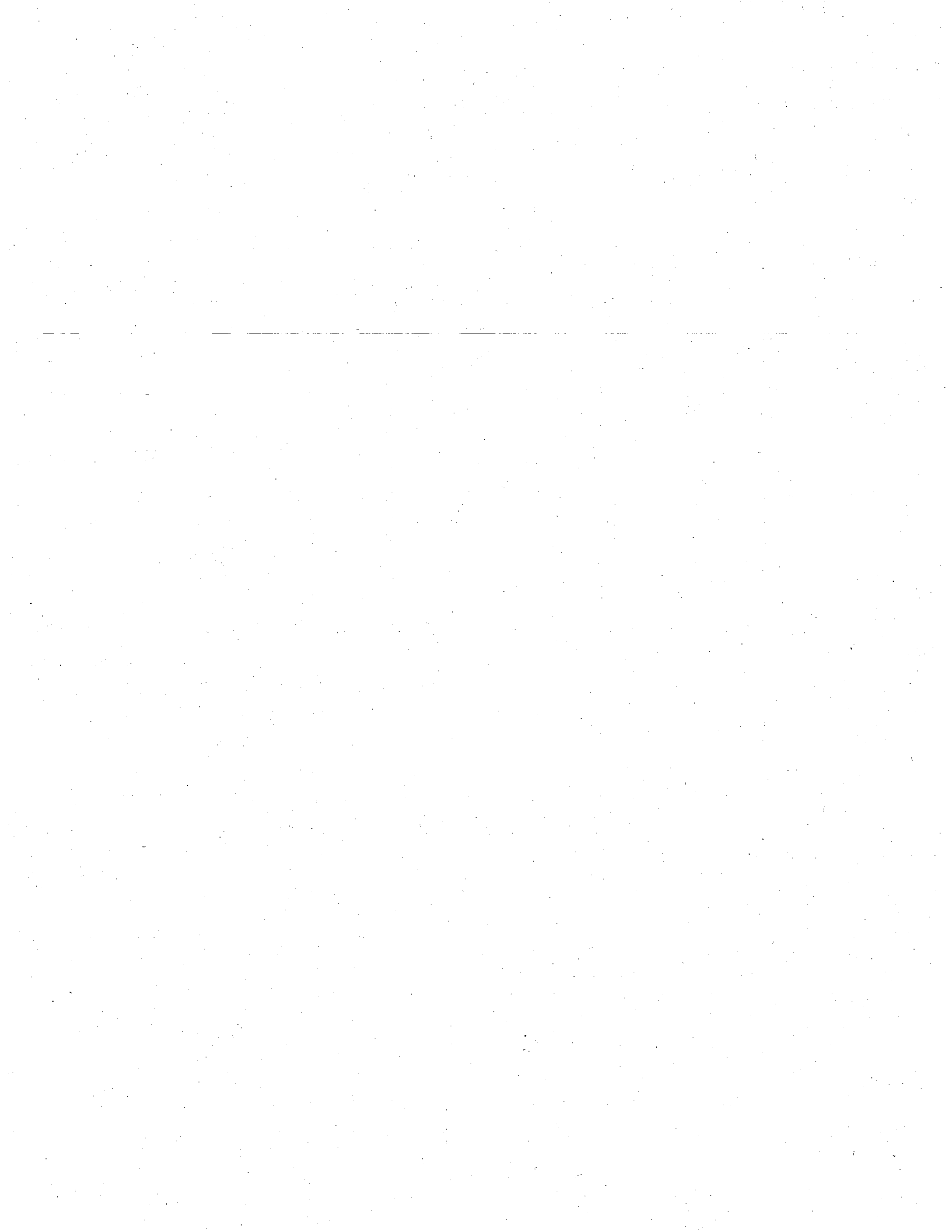
Should you have any questions, please do not hesitate to contact this office at 415-554-2300.

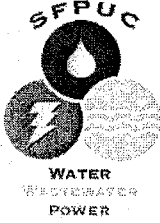
Sincerely,

Matt Hansen /ef

Matt Hansen
Director

cc: Jamie Seidel, SFPUC





AGENDA ITEM
Public Utilities Commission
City and County of San Francisco



DEPARTMENT Power Enterprise AGENDA NO. #11
 MEETING DATE November 10, 2009

Design Build Award: Regular Calendar
Project Manager: Lori Mitchell

Agreement No. DB-117 - Solar Photovoltaic Renewable Energy Plants: MUNI Woods Motor Coach Facility

Summary of Proposed Commission Action:	Approve the selection of Bass Electric; award Power Enterprise, Sustainable Energy Accounts Projects-Funded Agreement No. DB-117, Solar Photovoltaic Renewable Energy Plants: Chinatown Public Health Center and MUNI Woods Motor Coach Facility, a Design-Build Agreement (DBA) for design, construction, and commissioning of a fully-integrated and operational Solar Photovoltaic system at each of the two aforementioned sites; and authorize the General Manager of the San Francisco Public Utilities Commission to execute a DBA with Bass Electric consistent with the requirements of Section 6.61(G) of the San Francisco Administrative Code for a Total Bid Price of \$1,397,749.
Background:	These projects support the Mayor's Executive Directives on Rooftops for Municipal Solar, Green Buildings and Energy Conservation.
Result of Inaction:	If this design-build agreement is not approved, the City will fall behind in the reduction of fossil-fuel use and meeting the goals for decreasing greenhouse gases from fossil combustion.
Budget & Costs:	Baseline budget: \$1,400,000 Engineer's Estimate: \$1,400,000 Award: \$ 1,397,749 Funding: Project No. CUH947 (Chinatown Health Center and MUNI Woods Motor Coach Facility)

APPROVAL:

DEPARTMENT / BUREAU _____
 COMMISSION SECRETARY Mike Housh

FINANCE Todd L. Rydstrom
 GENERAL MANAGER Ed Harrington

Schedule:	<p>NTP: November 24, 2009 End: November 24, 2010 Duration: 365 consecutive calendar days</p>														
HRC goals:	<p>Set: 5% Local Business Enterprise (LBE) Submitted: 5% LBE</p>														
Environmental Review:	<p>Project No. CUH947, Chinatown Health Center and MUNI Woods Motor Coach Facility, was determined to be categorically exempt as a Class 1(b) Existing Facilities and publicly-owned utilities to provide electric power, natural gas, sewerage, or other public utility services, Categorical Exemption under the California Environmental Quality Act (CEQA) on July 22, 2008.</p>														
Bid History:	<p>Advertised: September 4, 2009 Bids Received: Sealed bids were received from one (1) firm on October 2, 2009, as follows:</p> <table border="1" data-bbox="487 882 1474 1039"> <thead> <tr> <th>Bid Rank</th> <th>Bid Amount</th> <th>Bid Preference</th> <th>Adjusted Bid</th> <th>Adjusted Rank</th> </tr> </thead> <tbody> <tr> <td>1. BASS Electric</td> <td>\$1,397,749</td> <td>n/a</td> <td>n/a</td> <td>1</td> </tr> </tbody> </table> <p>Application of bid preferences in accordance with Chapter 14B of the San Francisco Administrative Code did not change the final ranking of the low bidder.</p>					Bid Rank	Bid Amount	Bid Preference	Adjusted Bid	Adjusted Rank	1. BASS Electric	\$1,397,749	n/a	n/a	1
Bid Rank	Bid Amount	Bid Preference	Adjusted Bid	Adjusted Rank											
1. BASS Electric	\$1,397,749	n/a	n/a	1											
Description of Scope of Services & Work:	<p>Contract work location(s) are Chinatown Public Health Center at 1490 Mason Street, and MUNI Woods Motor Coach Facility at 1095 Indiana Street, San Francisco.</p> <p>The contract work consists of design, permit, supply, install and commission a fully-integrated and operational solar PV system at each of the two sites.</p>														
Recommendation:	<p>SFPUC staff recommends that the Commission adopt the attached resolution.</p>														
Attachments:	<p>1. SFPUC Resolution 2. HRC Memo</p>														

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO. 09-0189

WHEREAS, Agreement No. DB-117, Solar Photovoltaic Renewable Energy Plants: Chinatown Public Health Center and MUNI Woods Motor Coach Facility was advertised on September 4, 2009; and

WHEREAS, It is necessary to procure the services of a qualified firm to provide specialized design-build services to supplement SFPUC staff; and

WHEREAS, the engineer's estimate for the project is \$1,400,000; and

WHEREAS, The contract duration is three hundred and sixty-five (365) consecutive calendar days from NTP to completion; and

WHEREAS, Project No. CUH947, Chinatown Health Center and MUNI Woods Motor Coach Facility, was determined to be categorically exempt as a Class 1(b) Existing Facilities and publicly-owned utilities to provide electric power, natural gas, sewerage, or other public utility services, Categorical Exemption under the California Environmental Quality Act (CEQA) on July 22, 2008, and

WHEREAS, one (1) bid was received and opened publicly on September 29, 2009; and

WHEREAS, Bass Electric, the sole bidder, submitted a Total Bid Price of \$1,397,749, which is less than the engineer's estimate for the project; and

WHEREAS, SFPUC staff and Human (HRC) review of the bids for qualifications, responsibility, responsiveness and application of bid preferences resulted in the establishment of Bass Electric as the lowest, qualified, responsible and responsive bidder; and

WHEREAS, A HRC subcontracting goal of 5% Local Business Enterprise (LBE) participation has been established for this contract; and

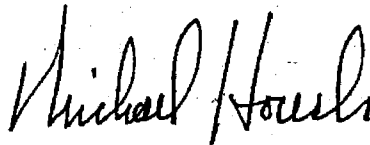
WHEREAS, The firm being awarded a contract by the SFPUC must be in compliance with the Equal Benefits Provisions of Chapter 12B of the City's Administrative Code either at the time of the award, or within 2 weeks of the date of the Commission award; failure of the bidder to obtain compliance certification from HRC may result in award of the contract to the next lowest, responsible and responsive bidder, or re-bidding of the contract at the discretion of the City; and

WHEREAS, Failure to reach successful agreement on contract terms and conditions within 60 days of the date of the Commission award may result in award of the contract to the next lowest, responsible and responsive bidder, or re-bidding of the contract at the discretion of the City; and

WHEREAS, Funds are available from Project No. CUH947 (Chinatown Health Center and MUNI Woods Motor Coach Facility); now, therefore, be it

RESOLVED, that this Commission hereby awards Power Enterprise SEA Projects - funded, No. DB-117, to design, permit, supply, install and commission a fully-integrated and operational solar PV system at each of the two sites, in the amount of \$1,397,749, to the lowest, qualified, responsible and responsive bidder, Bass Electric, and authorizes the General Manager to execute a DBA with Bass Electric, consistent with the requirements of Section 6.61(G) of the San Francisco Administrative Code.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of _____ *November 10, 2009*



Secretary, Public Utilities Commission



Gavin Newsom
Mayor

Contract Compliance
Dispute Resolution/Fair Housing
Small and Micro Business Enterprise
Lesbian Gay Bisexual Transgender & HIV Discrimination

Theresa Sparks
Executive Director

MEMORANDUM

Date: October 13, 2009

To: Randall Smith, Project Manager, PUC
Paul Bonitz, Project Manager, PUC
David Scott, Contract Analyst, PUC

From: James Soncuya, Contract Compliance Officer, HRC

Subject: DB-117 – Solar Photovoltaic Renewable Energy Plants: Chinatown Public Health Center and Muni Woods Motor Coach Facility

HRC has reviewed the proposals, the application of the appropriate discounts/bonuses, and determined responsiveness to Chapter 14B.

Bids

One firm submitted a bid as follows:

Bidder	Status	Bid
Bay Area Systems & Solutions dba Bass Electric	LBE	\$1,397,749

Bay Area Systems & Solutions dba Bass Electric (“Bass Electric”), the sole proposer, met the 5% LBE subconsulting goal by listing the following LBE firms:

FIRM	SERVICE	Listed Amount	LBE
Kwan & Associates	Structural Engineering	\$51,000	3.64%
Vibro-Acoustic Consultants	Acoustical Consulting	\$ 8,180	0.58%
JJ Allen Trucking	Trucking	\$10,080	0.72%
Omega Pacific	Lighting Materials	\$ 1,800	0.12%
		Total:	5.06%



25 Van Ness Avenue
Suite 800
San Francisco
California 94102-6033



TEL (415) 252-2500
FAX (415) 431-5764
TDD (415) 252-2550
www.sfgov.org/site/sfhumanrights



Based on the foregoing, HRC has determined that Bass Electric has complied with pre-award HRC 14B requirements.

Should you have any questions, or if I can be of any further assistance, please do not hesitate to contact me at 554-3106.
