File No	131172	_ Committee Item No.	2	
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	•			

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee:	Budget and Finance Committee	Date: 1/8/2014
Board of Su	pervisors Meeting	Date: 1/14/14
Cmte Boar	·d	
	Motion Resolution Ordinance Legislative Digest Budget and Legislative Analyst Legislative Analyst Report Youth Commission Report Introduction Form Department/Agency Cover Lette MOU Grant Information Form Grant Budget Subcontract Budget Contract/Agreement Form 126 – Ethics Commission Award Letter Application Public Correspondence	
OTHER	(Use back side if additional spa	ce is needed)
Completed b		DateJanuary 3, 2014 DateI/9/I/

Van Ness Avenuei

Hall, 201 Van Ness Avenue, pursuant to Charter, Section 9.118(b).

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(SFUSD) authorizing the SFPUC to install and maintain solar power projects on certain SFUSD buildings that the SFPUC and SFUSD mutually agree are suitable for such use; and WHEREAS, The SFPUC and SFUSD have agreed that the first solar power project under the Master License Agreement would be developed and installed at the Alvarado Elementary School (the Project); and

[Interconnection Agreement - Pacific Gas and Electric Company - Solar Power Project - 201

Resolution authorizing the Public Utilities Commission's General Manager to enter into

a long term interconnection agreement with Pacific Gas and Electric Company, to

commence following Board approval, for a Solar Power Project at Davies Symphony

WHEREAS, Funding for the Project was included in the SFPUC's capital plan for small renewable energy projects; and

WHEREAS, The SFPUC has nearly completed the construction and installation of the Project, and expects that it may begin generating electricity in September 2012; and

WHEREAS, In a determination dated June 12, 2012, the City and County of San Francisco Planning Department found that the Project was categorically exempt from environmental review under the California Environmental Quality Act; and

Supervisor Wiener BOARD OF SUPERVISORS

Page 1 09/18/2012

WHEREAS, In Resolution Nos. 554-07, 441-11, 374-12, and 371-13, the Board of Supervisors approved similar interconnection agreements for other San Francisco on-site solar photovoltaic systems, and

 [Interconnection Agreement - Pacific Gas and Electric Company - Solar Power Project - 700 Pennsylvania Avenue]

Resolution authorizing the Public Utilities Commission's General Manager to enter into a long term interconnection agreement with Pacific Gas and Electric Company, to commence following Board approval, for a Solar Power Project at the Municipal Transportation Agency building located 700 Pennsylvania Avenue, pursuant to Charter, Section 9.118(b).

WHEREAS, The San Francisco Public Utilities Commission (PUC) is responsible for development of renewable energy generating facilities for the City and County of San Francisco (City); and

WHEREAS, On March 30, 2009, the PUC and the San Francisco Municipal Transportation Agency (MTA) entered into a Memorandum of Understanding providing for installation and operation of an on-site solar photovoltaic system to be owned by the PUC at the MTA facility at 700 Pennsylvania Avenue, San Francisco, California (the Project); and

WHEREAS, On June 18, 2013, the PUC and the San Francisco Department of Public Works (DPW) entered a letter agreement providing for DPW to act as general contractor for the construction of the Project; and

WHEREAS, Funding for the Project was included in the PUC's capital budget for renewable energy projects; and

WHEREAS, DPW has completed the construction of the Project, and expects that it may begin generating electricity in mid-October, upon execution of an interconnection agreement with Pacific Gas and Electric Company (PG&E); and



525 Golden Gate Avenue, 7th Floor San Francisco, CA 94102 T 415.554.1537

LETTER OF AGREEMENT BETWEEN

SAN FRANCISCO PUBLIC UTILITIES COMMISSION /
POWER ENTERPRISE
AND
THE DEPARTMENT OF PUBLIC WORKS /
BUREAU OF BUILDING REPAIR
FOR
DAVIES SYMPHONY HALL
182 KW SOLAR ELECTRIC PROJECT

This LETTER OF AGREEMENT (LOA) between the SAN FRANCISCO PUBLIC UTILITIES COMMISSION'S POWER ENTERPRISE (POWER), and the DEPARTMENT OF PUBLIC WORKS BUREAU OF BUILDING REPAIR (DPW/BBR), formalizes the roles and responsibilities, project scopes, costs, and other terms associated with the CONSTRUCTION SERVICES to be provided by DPW/BBR to POWER for the above named project.

The purpose of this LOA is for POWER to secure project management, construction, and procurement services from DPW/BBR to support the construction phase of the project as is further defined below, for the 182kW solar electric project to be located at Davies Symphony Hall (DSH). DPW/BBR shall become the construction entity on behalf of the project owner, POWER.

RECITALS

The "Davies Symphony Hall Solar Electric Project" is a clean distributed generation resource to be developed on DSH's property; promoting sustainability and good stewardship of our resources. This self-insured and described the terms of the City's self insurance program; and"

Please feel free to contact me if you have any questions.

Sincerely, Linda Wong

- b. POWER will plan, design, permit, and provide project engineering support for the project.
- c. DPW/BBR will perform all aspects of the construction of the project.
- d. POWER shall retain ownership of the project, and the energy benefits, i.e. capacity, energy, and renewable energy certificates, per the Memorandum of Understanding (MOU) between the San Francisco Public Utilities Commission (SFPUC) and San Francisco War Memorial and Performing Arts Center (SFWMPAC).

ROLES AND RESPONSIBILITIES OF PARTIES

Roles and responsibilities of the parties shall be in accordance with the Project Scope of Services (see Attachment A -- Scope of Services, October 18, 2013). Attachment A spells out the detailed plan for the project.

More generally,

- SFPUC shall be considered the Project Owner, and POWER the Project Manager, and shall perform design engineering, permitting, and project engineering support.
- DSH shall be considered the Host with its primary focus on design and construction activity approval.
- DPW/BBR shall be considered the General Contractor for construction, with assistance from POWER in providing project engineering and technical support.

SCOPES OF WORK AND BUDGETS

The Cost for DPW/BBR construction services to be provided herein shall not exceed \$213,431.94. Funds will be transferred from the SEA Civic Center Solar Project (CUH988 03). The services are explained, include PCIACE as an additional institut, 10, Contain a service Oxfor a 431418 (Attachment B) and are based on the , ...

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 selfinsurance 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 via email or fax to the following:

Pacific Gas and Electric Company

c/o EXIGIS LLC

support@exigis.com
Fax: 646-755-3327

the MOU between SFPUC and SFWMPAC, DPW/BBR must coordinate its Work to avoid the disruption, delay, and cancellation of such rehearsals and performances.

It is understood and agreed by and between DPW/BBR and POWER that in accordance with the MOU between SFPUC and SFWMPAC the SFWMPAC will suffer financial loss if rehearsals or performances are cancelled resulting from, arising out of, or connected with DPW/BBR's performance of the Work. Accordingly, DPW/BBR agrees that as liquidated damages (but not as a penalty), DPW/BBR shall pay SFWMPAC the following amounts:

- For each rehearsal at Davies Symphony Hall cancelled resulting from, arising out of, or connected with DPW/BBR's performance of the Work — \$20,000
- For each performance at Davies Symphony Hall cancelled resulting from, arising out of, or connected with DPW/BBR's performance of the Work — \$100,000

The total amount of SFWMPAC Liquidated Democratic and a Section 7 addresses limitation of liability as follows:

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.

Power Enterprise recommends that the City accept these terms in the GFIA since the Davies Symphony Hall Solar Electric Project will help in achieving the City's solar electric development goals and continue to reduce San Francisco's greenhouse gas emissions. Additionally, the waiver will not create undue risk of damages to the City as the solar projects utilize safe and reliable inverter based photovoltaic technology.

APPROVED:

Dennis Herrera City Attorney

Зу:_____

[Name of Deputy] Deputy City Attorney Edwin M. Lee Mayor

Vince Courtney President

Ann Moller Caen Vice President

Francesca Vietor Commissioner

> Anson Moran Commissioner

Art Torres Commissioner

Harlan L. Kelly, Jr. General Manager



DPW/BBR to itemize and calculate actual work completed, and reimburse POWER the unspent balance whether or not remaining in the project reallocation index fund.

D. Notices: All notices and principal communications shall be directed to the following:

SFPUC - Power Enterprise: Jamie Seidel, Project Manager SFPUC - Power Enterprise 525 Golden Gate Avenue, 7th Floor San Francisco, CA 94103

DPW/BBR:

Sue Black, Superintendent DPW/BBR .2323 Cesar Chavez Street San Francisco, CA 94124

RECOMMENDED BY:

Sue Black

Superintendent

San Francisco Department of Public Works

Bureau of Building Repair

Assistant General Manager

San Francisco Public Utilities Commission

Power Enterprise

ACCEPTED BY:

Monammed Nuru

Director

San Francisco Department of Public Works

Harlan L. Kelly, Jr.

General Manager

San Francisco Public Utilities Commission

10/31/13

16.25.13

Date

Date

Jocelyn Quintos

Date

Acting Deputy Director

San Francisco Department of Public Works

Todd Rydstrom

Chief Finance Officer

San Francisco Public Utilities Commission



ATTACHMENT A Davies Symphony Hall 182 kW Solar Electric Project Scope of Services October 18, 2013

Attached Documents:

- Appendix A Power Enterprise Solar Material
- Appendix B Davies Symphony Hall PV Project Design Drawings
 DBI Permit Set

1. <u>SUMMARY OF PROJECT</u>

The goal and intent of this Scope of Services is for the Department of Public Works — Bureau of Building Repair (DPW/BBR) to provide project management, procurement, construction, and commissioning services for the 182kW solar electric system (the "PV System") to be installed at Davies Symphony Hall (DSH) located at 201 Van Ness Avenue — San Francisco, CA. DPW/BBR shall project manage, procure, construct, and commission such measurers in accordance with the design drawings and bill of materials provided by the San Francisco Public Utilities Commission — Power Enterprise — Renewables (Power).

This Scope of Services is the controlling document for all matters relating to the specific work and services to be provided by the DPW/BBR in accordance with the terms and conditions of the Letter of Agreement (LOA). DPW/BBR will perform this work and provide these services in a good and workmanlike manner, to the satisfaction of Power. The DPW/BBR shall furnish all labor, and any incidental materials and equipment not provided by Power in its design drawings and bill of materials. Costs and fees shall be included in the agreed upon Contract Sum for the Scope of Services delineated in this attachment and such work and services shall be provided within the Contract Time.

2. SCOPE OF WORK

The scope of work responsibilities will be shared between three parties: Power, DPW/BBR, and the Roofing Contractor.

Power will provide design engineering, procurement of solar materials (modules, inverter, racking, etc.), electrical materials, and project management. See specific details in Section 2.B.

The scope of work for the Roofing Contractor will include the roofing recover project, protective sheet installation, seismic stanchion attachment, and flashing. See specific details in Section 2.C.

DPW/BBR will be responsible for the items detailed below in Section 2.A

2.A - WORK AND SERVICES BY DPW/BBR

DPW/BBR shall furnish all labor, incidental materials not yet identified and not provided by Power, tools, transportation, and equipment not yet identified to perform work as listed herein, as shown on drawings and all work related to provide the specified structure, ready for inspection and acceptance by Power and other Authorities having jurisdiction. This includes but is not limited to, the following list of work items.

DPW/BBR must thoroughly read all notes on drawings and build accordingly.

DPW/BBR must coordinate and schedule work with all other trades on job site.

DPW/BBR will provide Power with a thorough and detailed list of activities, project progress meetings, and timeline as soon as possible.

Provide appropriate staging and lifting equipment, and qualified operating, rigging, and traffic control personnel to remove debris and excess materials at the end of construction activities. Power will pay for required crane service and will coordinate with DPW/BBR to determine schedule. DPW will issue the PO for the crane.

All wires installed and/or terminated by DPW/BBR shall be properly labeled.

All coring has been completed by others.

If roof is damaged in any way, DPW/BBR will notify Power.

DPW/BBR must red line any changes to construction drawings.

Complete all work required to layout and construct the solar racking system, including but not limited to:

- Coordinate with Roofing Contractor for stanchion/baseplate flashing
- Construct SunLink racking system per drawings and manufacturer instructions
- Power to arrange for adequate training of personnel by SunLink for proper installation of racking system
- Mount solar modules per drawings

Complete all work required for array wiring (solar modules to string inverters), including but not limited to:

- Install wire tray and conduit for homerun routes
- Make Multi-contact (MC) connections and assemble homerun wires

Scope of Services – DPW/BBR – DSH Solar Electric Project 10/28/2013 Page 2

- Label homeruns in color sequence accordingly
- Array grounding per drawings
- Install safety signage

Complete all electrical work from string inverters to tie-in point (electrical room), including but not limited to:

- Install rooftop string inverters, disconnects, & load center per drawings
- Make wire terminations at string inverters
- Install conduit and wire from string inverters to tie-in point (electrical room)
- Perform tie-in to existing to DSH switchboard designated in drawings
- Install and wire inverters, disconnect switches, meter cabinet and socket as per drawings and test for proper operation
- Install safety signage

Arrange for and be on-site during electrical inspection of the system.

- Install equipment
- Install Weather Station

Startup system, including tests for open circuit voltage, amperage, temperature, meggering, phase rotation, and utility compatibility.

At such time as DPW/BBR determines that the project is completed, notification shall be given to Power for the scheduling of the final inspection and testing of the system.

Remove from the site all construction materials.

- Crane lift for material removal to be coordinated with Power
- DPW/BBR to unpackage "crates" containing individual panels, reducing damage as much as possible and remove from site for transport to Power designated location
- Power to arrange for transportation and pay for any associated costs of "crate" packaging

Conduct initial Operations and Maintenance training.

Clean site and prepare for turnover to Power.

Schedule a final inspection meeting.

Testing of the PV Solar System shall include the following:

- System testing of installed PV array shall be performed on all strings of modules, including open circuit voltage, DC amperage, and meggering.
 This data will then be recorded in the Operation and Maintenance manual (provided by Power) in a clear tabular format.
- Each voltage measurement will include the following ancillary data: the
 date, time of day, sample panel temperature, ambient temperature, and
 the solar irradiation at the time in coordination with Power staff.
- After inverter startup, current shall be recorded for each string, each sub-array, and the entire array. Each current measurement will also include the same ancillary data as taken above during voltage measurements.

2.B - WORK AND SERVICES BY POWER

- Construction drawings and engineering design
- Roofing Contractor through Job Order Contract
- PG&E Interconnection Agreement
- PG&E Shut Down and Coordination
- Technical Support
- Special Inspection
- Refer to Section 3 Material Procurement for material to be supplied by Power
- Crane services for removing items from roof, DPW will issue the PO and schedule the crane lift, Power will reimburse DPW for costs.
- · Transportation of packaging "crates"

2.C - WORK AND SERVICES BY JOC CONTRACTORS

- Roofing Recover
- Stanchion Attachment and Flashing

3. MATERIAL PROCUREMENT

All material required for the Work, except those materials specifically designated as furnished by Power or the Roofing Contractor, regardless of whether or not it is specifically mentioned herein or listed on the Drawings, shall be furnished by DPW/BBR. DPW/BBR will be reimbursed for any materials or equipment purchased for project. DPW/BBR will submit material and/or equipment needs for prior approval by Power before purchasing or acquiring same. DPW/BBR will not be responsible for materials and/or equipment already purchased and supplied by Power for this project should they not meet the project requirements.

Scope of Services - DPW/BBR - DSH Solar Electric Project 10/28/2013 Page 4

Power-Supplied Materials:

Solar Modules/Racking Solar Inverters Additional Solar Material: See Appendix A – Power Solar and Electrical Material (Bid Sheet)

Roofing Contractor-Supplied Materials:

Flashing material for roof penetrations

Roof Recover materials

DPW/BBR-Supplied Materials:

DPW/BBR-Supplied Material – As Needed: all orders to be approved by SFPUC – Power Enterprise prior to orders being placed.

DPW/BBR shall review packing slips for all Power supplied materials loaded on to roof by others to determine any non-conforming or missing items as soon as possible. Upon review of Power supplied packing slips and conducting an inventory of materials and equipment, DPW/BBR will accept materials and diligently work with Power to resolve any field discrepancies to move the project forward and meet the construction schedule. DPW/BBR shall be responsible for all such material and equipment once accepted by DPW/BBR and DPW taking control of the job site beginning Monday, October 21, 2013. DPW/BBR shall take all necessary precautions to ensure its safe handling, storage and installation at the Site.

DPW/BBR shall be responsible for coordinating all shipments of DPW/BBR-supplied equipment and materials.

DPW/BBR shall take delivery of Power-supplied materials and equipment and Roofing Contractor-supplied materials, as well as its own materials. Materials and equipment shall be inspected and signed for, with any damage listed and reported without undue delay after October 21, 2013.

DPW/BBR shall provide all required general tools and materials for its work. Power will reimburse DPW/BBR for any materials not previously provided by Power at cost and with Power's prior approval before purchase.

4. QUALITY OF WORK

DPW/BBR shall furnish and perform the work to the highest quality standard. All work shall conform to the detailed requirements specified herein. Where specific instructions are not given, the work shall be performed to the best practices known to the trade. All Work shall be done by skilled and experienced workers for the appropriate trade, and shall be of the highest possible caliber throughout. DPW/BBR shall adhere to equipment manufacturer's instructions and recommendations.

5. SYSTEM INSPECTION AND TESTING

Scope of Services - DPW/BBR - DSH Solar Electric Project 10/28/2013 Page 5

Power will inspect the work regularly.

At various stages of completion, DPW/BBR shall ask Power to inspect and review the work. Additionally, Power may wish to inspect the work at any time during construction. DPW/BBR shall allow reasonable time for Power to perform work inspections.

DPW/BBR shall work in coordination with the Authority having jurisdiction (Department of Building Inspection -- DBI) to obtain final approvals.

Any work found to be not satisfactory to the inspector, and within the responsibility of DPW/BBR unless performed in accordance to the project requirements and drawings, shall be redone at DPW/BBR's sole expense.

6. PROTECTION OF EXISTING FACILITY, EQUIPMENT, AND PERSONNEL

The work is to be performed at Davies Symphony Hall, and DPW/BBR shall exercise extreme caution at all times to avoid damage to existing facilities and landscaping or to jeopardize their safety or continuity of operation

Power reserves the right to require DPW/BBR to modify or eliminate any construction techniques or methods, which may endanger personnel or adversely affect any existing infrastructure and or equipment.

7. CLEAN UP

During the Work, DPW/BBR shall be responsible, on a daily basis, for the sanitary and physical cleanliness of the area affected by its work. All debris, tools, hoses, ladders, and unused construction materials shall be gathered up by the end of each shift and/or stored in proper areas or receptacles. DPW/BBR's work areas should be kept continuously clean and orderly to prevent accidents or unwarranted use of material, tools, etc. that are for use in the Work. Upon completion of the Work, DPW/BBR's area shall be cleared of all equipment, surplus material, and debris. The Roofing Contractor is responsible for clearing all of its equipment, surplus materials, and debris. Such material shall be disposed of in a manner acceptable to Power and SFWMPAC. DPW/BBR's work shall be subject to stoppage by Power if DPW/BBR does not correct any of its "housekeeping" deficiencies or violations to the satisfaction of Power within 24 hours of receipt from Power of a non-conformance report identifying such deficiencies or violations.

8. INFORMATION REQUIRED AFTER COMPLETION OF WORK

Following completion of the work, DPW/BBR shall provide red line notes and field changes from the original drawings.

These noted changes shall include, but not be limited to, changes in location, changes in elevation, changes in size, changes in adjustments or settings, changes in equipment, and changes in materials

Scope of Services - DPW/BBR - DSH Solar Electric Project 10/28/2013
Page 6

DRAWINGS

The engineering and construction drawings (here in referred to as the drawings — Appendix B of Attachment A) are incorporated into and made part of this Scope of Services by this reference.

Where there are any apparent conflicts between the drawings, this Scope of Services, specifications and latest applicable codes, standards and specifications, provisions specifically set forth in the contract shall generally govern. However, DPW/BBR shall bring the matter to the attention of Power for resolution.

TECHNICAL SPECIFICATIONS

9. REFERENCE STANDARD

This PV System project shall be designed and constructed in accordance with the applicable codes including but not limited to the following list of codes and standards. The codes and standards utilized shall be the latest editions in effect on the date of this proposal.

	A see door of the state of	
A.	American Concrete Institute	ACI
В.	American Institute of Steel Construction	AISC
C.	American National Standards Institute	ANSI
D.	American Society for Testing Materials	ASTM
E.	American Society of Mechanical Engineers	ASME
F.	American Welding Society	AWS
G.	Division of State Architect	DSA
н.	Institute of Electrical & Electronic Engineers IEEE	
l.	Instrument Society of America	ISA
J.	National Electric Code	NEC
K.	Occupation Safety and Health Administration	OSHA
L.	National Fire Protection Agency	NFPA
M.	Uniform Building Code	UBC
N.	City and County of San Francisco Administrative C	ode
Ο.	City and County of San Francisco Building Code	
Ρ.	City and County of San Francisco Plumbing Code	
Q.	City and County of San Francisco Electrical Code	
R.	City and County of San Francisco Mechanical Cod	е
S.	California Building Code	
T.	Concrete Reinforcing Steel Institute	CRSI
U.	PG&E Power Producers Handbook Requirements	

10. SYSTEM SPECIFICATION

Circuit Disconnects Switches and Enclosures:

 Enclosures shall be surface mounted type, unless otherwise noted, and of NEMA type 4X stainless steel, waterproof.

Scope of Services – DPW/BBR – DSH Solar Electric Project 10/28/2013 Page 7

- Disconnect switches shall be heavy duty, AC or DC-rated as required and with appropriate ampere ratings. They shall be UL listed and of NEMA type 4X stainless steel, waterproof, meet proper AIC requirements, and be "load-break" capable.
- Disconnects and enclosures must be properly supported and braced to Seismic Zone 4 requirements, where required.
- All mounting hardware (strut), fasteners, and miscellaneous parts shall be high grade stainless steel. Roof-mounted conduit supports to be UV resistant and use recycled rubber.
- When used for disconnecting, disconnects for branch circuit protection shall be located as near as practical to the supply end of the conductors being protected.
- Power will provide the meter cabinet specification.

Fuses:

- All fuses for disconnects must be current limiting UL Css J, RK1, or RK5 and of the appropriate voltage, delay or non-delay characteristic, and current rating to provide both complete short circuit and overload protection per NEC sections regarding component protection.
- Fuses in the combiner boxes protecting PV string branch circuits must be UL Class CC midget-type, be in "touch safe" type fuse holders, providing load break disconnect capabilities when changing fuses. Midget fuses and fuse holders used in these circuits must be fully DCrated, have adequate DC short circuit withstand capability, and must be provided for all power situations including "back-fed" conditions.
- All fuses and other protective devices and holders must be engineered to safely protect system components under "worst case" expected field conditions including temperature extremes. Appropriate temperature derate factors must be used.
- PV panel strings must be individually protected from short circuit conditions that may originate within the panels themselves.

Wiring and Connectors:

- Wire shall be copper and sizes referred to on the drawings refer to copper wire sizes.
- For conductors 600V or less, the minimum size shall be #12AWG.
- Insulation types are as follows:
 - Use "PV-WIRE", #12 or appropriate size for DC exposed locations for wiring of modules to combiner boxes.

Scope of Services - DPW/BBR - DSH Solar Electric Project 10/28/2013 Page 8

- #12 to #1AWG: THWN or XHHW for wet or underground locations and THHN or XHHW for dry locations.
- #1/0 through #4/0AWG: XHHW, THHN, or THWN.
- #250MCM and larger, XHHW, THHN, or THWN.
- When installed in underground conduits, use THWN or THWN 2.
- For signal and communications circuits, use wires and cables as shown in manufacturer's specifications.
- Install copper wires, cables, and connection devices in accordance with the manufacturer's instructions and CEC-2001, Part 3. Do not bend cables to a smaller radius than is recommended by the manufacturer.
- Quick connect, multi-contact connectors will be used where appropriate and all DC wiring including PV strings in the combiner boxes shall be clearly labeled.
- Voltage drop must be limited to 2% on main AC circuit and 2% on DC circuits.

Raceways:

- Outdoor conduit shall be RGC
- Indoor conduit shall be EMT

Connections to Existing Circuit Breakers:

Circuit breakers of the appropriate phase and voltage with the required AIC rating (rms symmetrical amperage short circuit rating) shall be utilized and this breaker rating along with the available short circuit available at the breaker bus bar shall be noted on the one line diagram.

Grounding:

- Provide driven ground rod and provide green equipment ground conductors sized in accordance with NEC on main AC power circuit and DC collector circuits. Ground rods shall be copper-clad steel %-inch x 10 feet unless otherwise indicated on one-line diagram.
- In the case of roof-mounted inverters, the proper size ground wire shall be used to connect to the ground system per NEC and manufacturer guidelines.
- Appropriate tie in and grounding of the entire PV system, including roofmounted components, shall be per NEC-250 requirements.

Operational Identification and Warnings:

- Install engraved signs for instruction or warning identifying that a solar PV system is operational on the premises at appropriate locations and that there are potentially multiple power sources on the premises.
- Provide identification of all DC power circuits on switches and clearly identify individual module strings in DC combiner boxes. Use appropriate wire color codes (i.e. Red & Black) for negative and positive circuits.
- PV panels must include serial numbers on the frame and be easily viewed from the topside of the panel.
- Install any additional signage as required by code or PG&E.

Signage:

- Install signage as required by the PG&E Interconnection Application such as, but not limited to the following:
 - If the AC Disconnect Switch location is not near Point of Common Coupling, permanent <u>signage</u> must be installed providing a clear description of the location of the device. Switchgear must be accessible.
 - o The location of the AC Disconnect Switch is acceptable as long as it is accessible 24/7. If the revenue meter is inside a locked room, install one <u>sign</u> on the pad mount transformer and one <u>sign</u> on the door to the electrical room identifying the presence of a generator and describing with a <u>map</u> the location of the AC Disconnect Switch.
 - The AC Disconnect Switch <u>signs</u> are as follows (Letter size, etc. should be ½-inch engraved on plastic sign with a red background):
 - At the AC Disconnect Switch: "GENERATOR DISCONNECT SWITCH"
 - On the electric room door and at the transformer: "PV GENERATOR DISCONNECT SWITCH LOCATED
- The AC Disconnect Switch should only de-energize PV units. The AC Disconnect Switch should not be the "main breaker" and de-energize applicant's resident load. A single AC Disconnect Switch should isolate all the PV units.
- Install signage identified on the Commissioning Checklist, including but limited to the following signs and locations:
 - "Data Acquisition System (DAS)" sign posted on the outside of the enclosure.
 - o "Meter High Voltage Inside" sign posted.
- Signs shall be maintained in good condition for the duration of the Agreement. Signs shall be promptly cleaned of graffiti and other

Scope of Services - DPW/BBR - DSH Solar Electric Project 10/28/2013
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defacements, cleaned semi-annually of dirt and grime, and replaced if damaged or stolen.

APPENDIX A - POWER ENTER PRISE MATERIAL LY TO ATTACHMONT A

201 Van Ness Avenue 183kW Solar Electric Project BID SHEETS

ITSF14000079/CD APPENDIX 1

APPENDIX 1 — PV PA The following items are parts for the PV Panellee Bildder must submit bid prices on at bid tine items teem will deem budder's bid as non-responsive. Item will deem budder's bid as non-responsive. Item and the factend Price, the Bid Unit Price shall preva and the factend Price, the Bid Unit Price shall preva PHOTOVOLTAIC RACKING COMPONENT Assembly 1700 (e.g. Flange Nut, Serrated, 5/16"-18 5/16-18 x 0.75 Carriage Bolt 3/16 x 1.75 SS Roll Pin 5/16-18 Dislorted Thread Hex Lockmut 5/16-18 Dislorted Thread Hex Lockmut 5/16-18 Dislorted Thread Hex Lockmut Cong Beam, 55.00in Length Voke Custom Configuration Jig Assembly East Custom Configuration Jio Assembly Wassembly Wassembl	The following items are parts for the PV Panellee Bidder must submit bid prices on all bid line items teem will deem bidder's bid as non-responsive. In and the fatend Price, the Bid Unit Price shall prev. PHOTOVOLTAIC RACKING COMPONENT Assembly 1700 (c. 1.8 1.18 1.18 1.18 1.19 1.2 Hex Flange Nut. Serrated. 5/16"-18 1.16 1.18 1.16 1.18 1.15 SS Roll Pin S/16-18 x 2.00 Hex Bolt 1.6 5/16-18 x 2.00 Hex Bolt 1.7 Long Beam. 55.00in Length 1.8 Yoke 1.9 Angle Strut, 8.0in 1.10 Custom Configuration Jig Assembly Wassen 1.10 Custom Configuration Jig Assembly Wassen 1.11 1.10 Custom Configuration Jig Assembly Wassen 1.11 1.11 1.11 1.11 1.11 1.11 1.11 1.	NELIZED RACKING	d Racking as specified in Attachment B V.A. 5. Fallure to enter a bid price on each bid line f there is a discrepancy between the Bid Unit. 111. For Bid Alternate please use Appendix 1.A	S SunLink Precision RMS Roof Mount Manufacturer Part # Oty. Unit Unit Price Extended Price	th SunLink 630-000125 377 EA. 1840	SunLink 09-00002-01 772 EA. 1943 11446	SunLink 09-00121-01 772 EA 11.22	SunLink 09-00126-01 388 EA. mete	SunLink 09-00132-01 772 GA, w.r.	SunLink 09-00133-01 772 EA. w.14	SunLink 63-0001-125 377 EA. 1162 118	SunLink 64-0001-001 752 E.A. sun	SunLink 64-0003-013 377 EA. 1136 1126-112	SunLink 690-00006 5 EA. 1125.14	that India
NELIZED RACKING I hacking as specified in Attachment B V.A. The faller to enter a bid price on each bid line there is a discrepancy between the Bid Unit. II. For Bid Alternate please use Appendix 1.A. III. For Bid Alternate please use Appendix 1.A. S Sun Link Precision RMS Roof Mount Tiguivalent) In	The following items are parts for the PV Panelized Racking The following items are parts for the PV Panelized Racking as specified in Attachment B = V.A. Indeed must submit the prices and the little starts. Fallurs to ents a bild the little will ident must submit the prices and the little and the start and prices, the soft dust Price attait prevail. For Bid Alternate please use Appendix J.A. Assembly 1700 (or Figurivalian) P-RMS Assy Long Beam. 55.00in Length P-RMS Assy Long Beam. 55.00in Length S/16-18 x 0.75 Carriage Bolt S/16-18 x 2.00 Hex Bolt Custom Configuration Jig Assembly East Custom Configuration Jig Assembly East Custom Configuration Jig Assembly Waven														490,00007
The following Items are parts for the PV PANELIZED RACKING The following Items are parts for the PV Panelized Racking as specified in Attach Bidder must submit bid prices on all bid line Items. Fallure to enter a bid price on the will deem bidder's bid as mon-responsive. If there is a discrepancy between them will deem bidder's bid as mon-responsive. If there is a discrepancy between and the factor Price, the grid unit Price shall prevail. For Bid Alternate please uss Assembly 1700 (or Equivalent) P-RMS Assy Long Beam. 55.00in Length Hex Flange Nut, Serrated, 5/16"-18 5/16-18 x 0.75 Carriage Bolt 5/16-18 Distorted Thread Hex Locknut 5/16-18 Distorted Thread Hex Locknut Cong Beam. 55.00in Length Yoke Custom Configuration Jig Assembly West Custom Configuration Jib Assembly West	The following Items are parts for the PV Panellis Bidder must submit bid prices on at bid line lease them will deem bidder's bid as non-responsive, and the Extend Price, the Bid Unit Price shall present them will deem bidder's bid as non-responsive, and the Extend Price, the Bid Unit Price shall present them will deem bidder's bid as non-responsive. P-RMS Assy Long Beam, 55.00in Leng 13/16 x 1.75 SS Roll Pin 5/16-18 x 2.00 Hex Bolt Long Beam, 55.00in Length Long Beam, 55.00in Length Yoke Custom Configuration Jig Assembly East Custom Configuration Jig Assembly Was Custom C		neach bid line 1 the Bid Unit: 1 Appendix 1.4	1	 Sunt	SunLi	SunLi	Sunlj	SunLi	SunLi	SunLi	SunLir	SunLin	SunLin	Sunl Juk
	1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1	APPENDIX 1 — PV PANELIZED RACKING	lowing items are parts for the PV Panelized Racking as specified in Attach must submit bid prices on all bid line items. Fallure to enter a bid price o Ill deem bidder's bid as non-responsive. If there is a discrepancy between fatond Price, the Bid Unit Price shall prevail. For Bid Alternate please us:	OVOLTAIC RACKING COMPONENTS SunLink Precision RMS Assembly 1700 (or Fiquivalent)	RMS Assy Long Beam, 55.00in Length	ex Flange Nut, Serrated, 5/16"-18	/16-18 x 0.75 Carriage Balt	/16 x 1.75 SS Roll Pin	/16-18 Distorted Thread Mex Locknut	/16-18 x 2.00 Hex Bolt	ong Deam. 55.00in Length	oke	ngle Strut, 8.0in	istom Configuration Jig Assembly East	istom Configuration Jie Assembly West

TTSF14000079/CD APPENDIX (

201 Van Ness Avenue 183kW Solar Electric Project BID SHEETS

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	APPENDIX 1 PV PANELIZED RACKING						
	The following items are parts for the PV Panelized Racking as specified in Attachment B ~ V.A. Bidder must submit bid prices on all bid line Items. Failure to enter a bid price on each bid line Item will deem bidder's bid as non-responsive. If there is a discrepancy between the Bid Unit and the Extend Price, the Bid Unit Price shall prevail. For Bid Alternate please use Appendix 1.A.						
Rem N	***						
	PHOTOVOLTAIC RACKING COMPONENTS SunLink Precision RMS Roof Mount Assembly 1700 (or Equivalent)	Manufacturer	Part#	Qty.	Cmit	Unit Price	Extended Price
1:	1.12 Hex Flange Nut, Scrnated, 1/4"-20	SunLink	10-10000-60	2.296	ĒΛ.	1164	ON SELEC
1.13	13 Hex Finnge Nut, Serrated, 5/16"-18	SunLink	09-00002-01	2,348	.Y	\$0.13	ry 9h.‡
1.1	1.14 Hex Head Cap Serew 3/4"-10 x 1.75"	Sunt.ink	10-10000-60	8.7	EA.	1136	H 8528
:	1.15 Hex Nut 3/8"-16	SunLink	09-00005-01	1.697	EA.	11 15)r (C1)
1.16	16 Flat Washer for 3/4" Screw	SunLink	09-00008-01	87	EA.	\$6,75	\$n.25\$
1.17	17 S/16-18 x 0.75 Carriage Bolt	Sunt.ink	09-00121-01	762	EA.	9122	\$169.62
 8.	18 3/8 Lock Washer	Sunt.ink	09-00127-01	1,697	EA.	Sti n3	SHA NS
1.19	9 5/16-18 x 2.00 Hex Bolt	SunLink	09-00133-01	390	EA.	ВIN	64 1118
1.20	20 5/16-18 x 1.00" T-Stud	SunLink	09-00139-01	1.201	EV.	San S	נזאנא
121	11 3/8-16 x 1.50 Hex Bolt	Suntink	09-00140-01	1.697	FA.	\$11.37	ti 1298
1.22	Button Head Cap Screw 5/16in-18 x 1.0in, SS	SunLink	09-00145-01	10	<u>E</u>	11 IX	St Kul



ITSF14000079/CD APPENDIX 1

201 Van Ness Avenue 183kW Solar Electric Project BID SHEETS

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L	L								
i		APPENDIX 1 — PV PANELIZED RACKING							<u> </u>
		The following items are parts for the PV Panelized Racking as specified in Attachment B - V.A. Bidder must submit bid prices on all bid line items. Fallure to enter a bid price on each bid line item will deem bidder's bid as non-responsive. If there is a discrepancy between the Bid Link and the Extend Price, the Bid Unit Price shall prevail. For Bid Atternate please use Appendix L.A.				ļ			
									7
\perp	E	PHOTOVOLTAIC BACKING COMPONENTS				Ц			77
$-\mathbb{I}$	-	Assembly 1700 (or Equivalent)	Manufacturer	Part#	Ġ'n.	Unit	. Unit Price	Extended Price	
\Box	1.23	Button Head Cap Screw ¼ in-20 x 1.0in. SS	SunLink	09-00146-01	2.2%	EA.	11 08	F1 c: Au	
	1.24	Spar, 123.50in Length	Sunl_ink	61-0001-026	74	3	A #12	52,845 80	·(=
	1.25	Spar. 185.50in Length	SunLink	61-0001-183	200	EA.	11.118	DU PS- (13.	_
	1.26	Spar. 247.50in Length	SunLink	61-0001-307	94	EA.	thtt	\$7,244	1 -
	1.27	Foot Base	SunLink	62-0001-001	429	EA.	1111	\$2, (95 te	
7 十	1.28	Foot Bracket	SunLink	62-0002-001	850	EΛ.	. 5918	SI,RIR,17	
	1.29	Pivat Black	SunLink	64-0002-001	377	ĒΛ.	. Ta di	T F Alla.S	,
	1.30	Sirut Bracket	SunLink	64-0004-001	377	EA.	HI 28	יבומוני .	
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ITSF14000079/CD APPENDIX (

201 Van Ness Avenue 183kW Solar Electric Project BID SHEETS

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		APPENDIX 1 PV PANELIZED RACKING						
		The following items are parts for the PV Panelized Racking as specified in Attachment B — V.A. Bidder must submit bid prices on all bid line items. Failure to enter a bid price on each bid line item will deem bidder's bid as non-responsive. If there is a discrepancy between the Bid Unit and the Extend Price, the Bid Unit Price shall prevail. For Bid Alternate please use Appendix 1.A.						
	them #							
		PHOTOVOLTAIC RACKING COMPONENTS - SunLink Precision RMS Rnof Mount Assembly 1700 (or Equivalent)	Manufacturer	Part #	Qiy.	Cmit	(Init Price	Extended Price
	1.31	Lateral Link	SunLink	64-0005-001	220	EA.	188.11	81,104,11
	1.32	Arm, Connector	SunLink	100-1000-99	78	EA.	V 30.06	11.68.13
	1.33	Clamp Plate, Connector	SunLink	66-0002-001	951	EA.	£	11 cm 72
	1.34	U-Plate, Corinector	SunLink	66-0003-001	78	EA.	91276	va Post
	1.35	Connector Flashable Post Anchor 7.0ia, Concrete 1	SunLink	66-0006-001	78	EA.	YF 81.5	\$1,000 28
7	96.1	Ballast Basket 24in	SunLink	67-0003-001	139	EA.	E LIN	Ko, 6'tet lin
	1.37	Ballast Brace Type 1	Sunt.ink	67-0004-001	. 278	ĒΛ.	811.77	51.M.T.18
	1.38	Ballast Pad	SunLink	67-0006-001	556	EA.	មិន	59 At 38
	66"1	Extruded Washer	Sunlink	68-0001-001	1.989	EA.	It m	542747
	1.40	Module Clip. 1/4-20in	SunLink	68-0003-001	2.319	EA.	Porce	21 (or 18
	1.41	Tilt Support Strut	SunLink	69-0007-001	8	EV.	SI 9 LIN	भाग्न
1								,

ITSF14000079/CD APPENDIX 1

201 Van Ness Avenue (183kW Solar Electric Project BID SHEETS

th 955 IIIS \$1,470.87 \$71K4 4.2 Ē M Ett. MI. 141, 74, Extended Price Unit Price 110 5 46 44 14.7,15 11 15 ž 3,4 PV PANELIZED RACKING EXTENDED TOTAL Ę. Υ. EA. ĘĄ. ĘŸ. ₹ ÷. 36 36 3 66 **PANELIZATION** 030-1001 030-2003 030-2101 030-1003 Pari # Manufacturer SunLink SunLink Sunlink SunLink SunLink NOTE: Total extended price from Appendix 1 must be shown on Bid Line 001 The following items are parts for the PV Panelized Racking as specified in Attachment 8 -- V.A. Bidder must submit bid prices on all bid line items. Failure to enter a bid price on each bid line item will deem bidder's bid as non-responsive. If there is a discrepancy between the 81d Unit and the Extend Price, the 81d Unit Price shall prevail. For 81d Alternate please use Appendix I.A. PHOTOVOLITAIC RACKING COMPONENTS - SunLink Precision RMS Roof Mount Assembly 1700 (or Equivalent) APPENDIX 1 - PV PANELIZED RACKING Wire Trny Covers - 2' length Wire Tray Hinge Assembly Wire Tray Joint Assembly 12' Wire Tray Sections Panelization Nem M 1.42 1.43 1.45 1.44 1.46

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201 Van Ness Avenue 183kW Solar Electric Project BID SHEETS

ITSF14000079/CD APPENDIX 2

APPENDIX 2 - PV SIRING INVERIERS						
The following Items are parts for six string inverters as specified in Attachment B.—V.B. Bidder must submit bid prices on all bid line Items. Failure to enter a bid price on each bid line Item will deem hidder's bid as non-responsive. If there is a discrepancy between the Bid Unit and the Extend Price, the Bid Unit Price shall prevail. For Bid Alternate please use Appendix 2.A						
PHOTOVOLTAIC STRING NVERTERS Mar	Manufacturer	Part #	Oty.	Chit	Unit Price	Extended Price
Power-One TRIO-27.6 3-Phase Grid-Tied Inverters	Power-One	TRIO-27.6-TL- OUTD-SI-US- 480	6	EV.	55,126.01	E) 47.756 (3)
27.6kW, 480VAC, 60Hz, 1000VDC, with DC Disconnect Switch, DC Input Fuses (Two Dual 4x15A fused inputs), 2 MPPT, 15 year warranty, ungrounded, RS485, NEMA 4X Enclosure						
Power-One . Kit for handling TRIO inverters during installation	Power-Onc	TRIO-LIFTING- KIT	1	EA.	tH 91.\$.	8.36.17V
includes four handles for manual lifting and two eycholts for lifting with winch/crane.						
	ď	PV STRING INVERTER EXTENDED TOTAL	TER EXTE	NOED	TOTAL	IN End YES
NOTE: Total extended price from Appendix 2 must be shown on Bid Line 002	Line 002					

Fare 1 of 1

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ITSF14000079/CD APPENDIX 3

201 Van Ness Avenue 183kW Solar Electric Project BID SHEETS

-		APPENDIX 3 — ELECTRICAL COMPONENTS						
		The following items are parts for six string inverters as specified in Attachment B – V.C. Bidder must submit bid prices on all bid line items. Fallure to enter a bid price on each bid line item will deem bidder's bid as non-responsive. If there is a distrepancy between the Bid Unit and the Extend Price, the Bid Unit Price shall prevail. For Bid Alternate please use Appendix 3.A						
-+								
ă١	Did Line							
{	Э.	PHOTOVOLTAIC - ELECTRICAL COMPONENTS	Manufacturer	Part #	ŝ	Unii	Unit Price	Extended Price
	3.1	Square D Panel Board (for AC tie-in of the six (6) TRIO inverters)	Square D	NF430L2C with MH3RWUPSSUL NF	_	EA.	\$3,741,00	ON LECAS
		Panel Board with 250A bus, 480/277V 3 phase, 3 wire, MLO (Main Lugs Only), with NEMA 4X (Stainless Steel) Enclosure						
	3.2	Square D Panel Board Circuit Breaker (one for each inverter to allow individual AC isolation; breakers to be installed in Square D Panel board included in parts list)	Square D	EJB34050LC	9	EA.	\$259.00	01.682.18
		50A 3P 480V Bi-directional circuit breaker, with 65kA interrupt rating, with Copper lugs						
	3.3	Square D AC Disconnect (Visible AC disconnect required for PV system by PG&E)	Square D	HU365DS.	-	EA.	\$2,716,001	82,716.m
		400 amp AC disconnect, non-fusible, heavy duty, rated 600V AC/DC; Enclosure Finish: NEMA 4X Stainless Steel						
			EL	ELECTRICAL COMPONENT EXTENDED TOTAL	ONENT E	XTEND	ED TOTAL	arthr83

Fake 1 of 2

ITSF14000079/CD APPENDIX 3 NOTE: Total extended price from Appendix 3 must be shown on Bid Line 003 201 Van Ness Avenue 183kW Solar Electric Project BID SHEETS

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CITY AND COUNTY OF SAN FHANCISCO SPEUC LENEWABLES, POWER ENTERPRISE

Davies Symphony Hali - 201 Van Ness Avenue Photovoltake Project - Parts List FOR 155G - Dillily Services Group

J. con f	Destription		-	10		Flass	1	2	Extende Mg	Notes/Comments:
	Hem	Manufuturer	Model# / Item#	1	en tuice in this	Ė			d Price	
	BALLAST BUOCKS/PAVERS RELATED							-		•
-	Ballust Blucks / Pavers : Required for placement to Sundank hallon haskers to secure PV rucking	USG to select	USG m releas	1647	[1]	1,660			· 	
	Minimum Paver Stee (Inches): 12" a 12" a 2.38"; Required Min. Bollast Paver Weight (Ibs): 26			:	<u> </u>				i T	based upon Suntink calcs, Rev 4.
					1				Γ	
	MC+ CONNECTORS RELATED								Γ	
-		Multi-Coptact	32.0016P0001-UR	175	.75	200			L	
	MC4 conversion with Boon (or 5.5 to 9 mm CD - for #12 PV Wine (100) Vi, Female (+)					T		-	<u> </u>	#12 PV Wire (1000V) had quiside diameter = 6.05 mm; need the
-	MC4 connector with Boos (Male) - connector for the PV lead	Multi-Contact	32.(W17P0001-UR	175	23	007	T		<u>-</u> [MC4 female and male cable connectors to build longer jumper values to tie PV modules in series ner strice disertan.
	MC4 unmerter with Bart for 5.5 to 9 mm QD - for #12 PV Wire ((Out) V). Male (-)					T	r		_ T	
								-	I T	
	GROUNDING RELATED DC CONDUITS, CABLE TRAYS, AG CONDUITS, SUNLINK RACKING				i i	Ī				
4	Grown bushing on DC and AC conduits	USG to select					ś		ğ	USG to select and astimate qty. Based upon take-offs
	Para fer genuenling Stutladt wire 12375 (see Stutladt Fig.16 in Wire Myent, manual)				 				ļ .	
5	Grauning lug to be installed on Sund ink cuble trays!	02511	GBL-4DBT	1	7	\$	\$		i i i	for the 36 at LY Suntlink wire tray sections (will suse fewer if Suntlink confirms that the Wirs titey joints are UL rated to serve as Brounding conductor)
6	410 Stainleas Steal Screw, 244" knigth (also purchase 1/2" length , see table (11 the right)	rejos in DSN		¥		3	4		Mote: shorte trays.	Mote: Consider purchasing 4/2" length screws too; prefer to use abouter screw, if it works to secure the grounding bug to the wire stays.
7	Stainkes Steel Star Warder (for use with #11) Stainless Steel strew)	USG to aclear		¥.	*	\$	¥	-	Ĺ	
8	4 to Stainless Stoet Nut	USG to select		Ŕ	*	\$	ž	-	Γ	
	Parts for graunding SunLink racking arrays (See SunLink Assembly Instructions for Precision RMS, Part V)								Į.	Note: Graund additional Sunthak foot brackets to syncup with the Sunthak wire traverounding
J,	1/4-2() z 1,50" Stainlers Steel Hex Head Cap Surew	Grainger	3AVE4 (pkg 4ty =100)	93		8	¥	_	Γ	
10	18-8 Staintess Steel Flu Washer for 14" Screwaler, Billy" 0.08" thick	Gruinger	6FDG4 (pkg qry = 100)	100		93	ž		₹ ¥	Note: Fatt in Suntink Install manusi under Pert V Grounding. Reconstreidstlaas is Incorrect - maieriej is not S.S.
=	18-8 Stainless Stool External Touth Lock Washer 144" Strew Size, 0.51"OD, 0.02", 0.03" thick	Grainger	EA115 (pkg qty = 50)	30	30	501	- i		Γ.	
11	Sunf.ink Exended Washer	Provided by SunLink	Provided by SunLink							
13	1/4" Direct Buttal Grannling Lug (tin-plated Copper)	ILSCO	GBL-ADBT-14	už.	*	2	H.		<u> </u>	
14	18-8 Stolinkess Steel Het Nut 1/4-20, 7/16" width, 3/16" height	Ominger	UVA20	ŝ		8	互		Ι-	
				-					Π	•
	CONDUIT RELATED LIEMS:									
<u>~</u>	Galvanized Rigit Conduit 1 1/2":	USO to relect			January 7		41		050	USQ to enimate 41y, based upon take-offs
	- for emplaif rutes to route PV DC string home runs from SunLink who trays to Inverters (exterior runs on the raws)								· .	
92		USG to refect		1	13.50		±		950	USG to estimate qly, based upon take-offs
	 for examinit must no must AC output from inventers in AC lay-in wire way; for 1" spare examinit for future 5FPUC entamunication uses (from inventers vicinity to leated MO2, pear MCC. R: Extent and norden) 			7.						
7.	Galvanized Rigid Conduit 2*:	USG to activat				-	5		3	USG to entimate qty. based upon take-offs
	- for exambly run from AC lay-in wire way to AC Lusal Center LC-1									
R	Galvanizad Right Cozduli 3*;	USG to select	•				5		DES.	USQ to estimate gity, based upon take-affs
									j	

CITY AND COUNTY OF SAN FRANCISCO SPPUC HENRWAHLES, POWER ENTERPRISE

Davies Symphony Hall - 201 Van Ness Avenue Photovalinic Project - Parts List FOR USG - Utility Services Group

*	Description			Ed. Orv	Ed. Oly, Aild Snarps	Final	Fluit Price	Extende	Notes/Comments.
1	llent.	Manufacturer	Mudel# / Item#			ż		E Price	
	 for complificate from AC Load Center LC-1 in SFPUC Meter Socket; from Meter Socket to Visible PG&E AC Discourses, and from AC discourses to MCC-E in room MO2 (Exterior room routing). 			1					
<u>5</u>		Couper B-Line	Dura-Block item #s thd			4			USG to extimate 9ty, based upon take-offs
g	Corabit Clamps - 10 secure exactalis to constant supports	USQ to select				Ę			USG to estimate qty, based upon take-offs
ا ـِ	Electro metallic Tuhing 3" inverior run for AC conclut from enery bac MO2 to MCC-E	USG to relect			17.10	5			USG to estimate qty, based upon take-offs
أيو	Electro metallic Tuhing 1" latedor run of spare 1" canaluli from entry into MO2 to sullable ixcution new MCC.E	USO to select				5			USG to extinate gty, based upon take-offs
5		USG to relect				a			115G to estimate 45%, based upon take-offs
*	PULL BOX: to he wall-manuted linkle Room MO2 for routing AC output conduit (wires in 3" conduit) towards MCC-E for elevatical tie-in	USCI to select	USG to actors		-	-EA			
						-			
	WIRING RELATED ITEMS.								
77	Ground Wire #GC. from arrays to invertexs. for grounding SunLink frost breckets in cable trays for grounding condition to their trays for grounding condition to their form LC-1 to PQ& Wable AC Disconnest; I from AC Disconnest to MCC. E.	USG to reloct							USG to estimate qty, based upon take-offs
9	Ground Wire \$10G: from inventers to LC-1	USG to select							USG to estimate qty, based upon take-offs
u	Photovoltale Copper Conductor/Wire - for DC string home ruits, Jumpers for connecting PV panels	Enume Wire			100	_			USG to estimate quantity based upon take-cift from drawings
	#12 AWG PV whee, rated for 1000 V	Curporation or equal				-			•
25	AC wite, #8 - frum inverters to LC-1	USG to refect							USG to estimate qly, based upon take-offs
±.	AC wire, 250KCIMIL — from LC-1 to Meter Socket, PG&E AC Disconnect and MCC-E (in room MO2)	USG to select							USG to estimate qty, based upon take-offs
					7.000.00				
ĺ	CORING RELATED ITEMS:	\ \							
2	Inchole materials as required for coring and flashing Asaling conduit penetrations through exterior paraget wall into MOZ. See electrical trawing E7.1. detail 4	USG to select per injury	USG to select per drawing E7.1 Detail 4 requirements						
-	MCC-te ev Ac Tile in Related Hensi.								
_		Eattu	FSJ1518Z1 with 24" bucket	-		- E			Contact Thomas Akint Jr., District inside Sales Engineer, EATON
- 21	250A molded-case circuit hreaker, circuit hreaker type JGH230, # of puker, 3, 480V, 65kAIC. Note: Breaker to E be factory - installed in the new 24" bucker (noted above) being crutered for the Westingbouse 5 Star MCC	Enton	JGH250 - 3 poles, 480V, 63kAlC	1		- EA			Corp Electrical Sector, small: thomeskathrs@eaton.com; telli (\$15)-454-3750 to re-confirm and mordanate for ordering. Confirm breaker will be factory-installed in the new bucket.
					11.0				
	AC WIREWAY RELATED ITEMS								
- 1	Lay-in NEMA Type 3R Wire way, 4.00" z 4.00", 14 EULE galvasized steel	Hoffman		1					
<u></u>	12" Straight Section	Hoffman	F44T3R12		7 V				
-	6(1)" Straight Section	listifican	F4T3R60						USG to determine qty, based upon its plan to construct unistrut
اءِ	Universal U-Connector	Hoffman	F44T3RUC	1950					racking to mount inverteers, disconnect, AC panel and mater per suggested involt on sheet E2.1.
2	Chaute Plate	โมสักนเล	F44T3RCP	, , ,		2 EA			
1	30-Degree Sweep Elbow	Hoffman	F44T3R30SE			_	_		Note: might require this part If wire-way needs to follow curved to acade wall.
	MATER REVATED ITEMS!								
품	Meter Socket for installation of SEPUC revenue meter	Milhank	U2594-X	=	•	- EA			Jamie / 15G; Plane confirm ecceptability of specified mater sacket for SFPUC metering sequirements prior to ordering.
	MilBank, 320 ump, 7 terminal, ringless, 3 phase 4 wire								
					Section 1				
							İ		

CITY AND COUNTY OF SAN FRANCISCO SPPUC RENEWAPLES, POWER ENTERPRISE

Davies Symphony Hall - 201 Von Ness Avenue Piotavoltale Project - Parts Llst FOR USG - Utilly Services Group

Attachment

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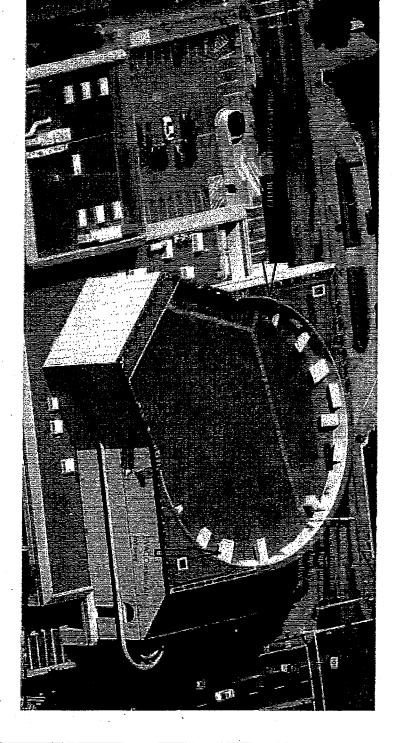
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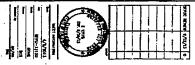
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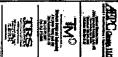
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DAVIES SYMPHONY HALL PHOTOVOLTAIC (PV) PROJECT 201 Van Ness Ave. San Francisco, CA 94102



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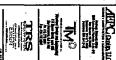


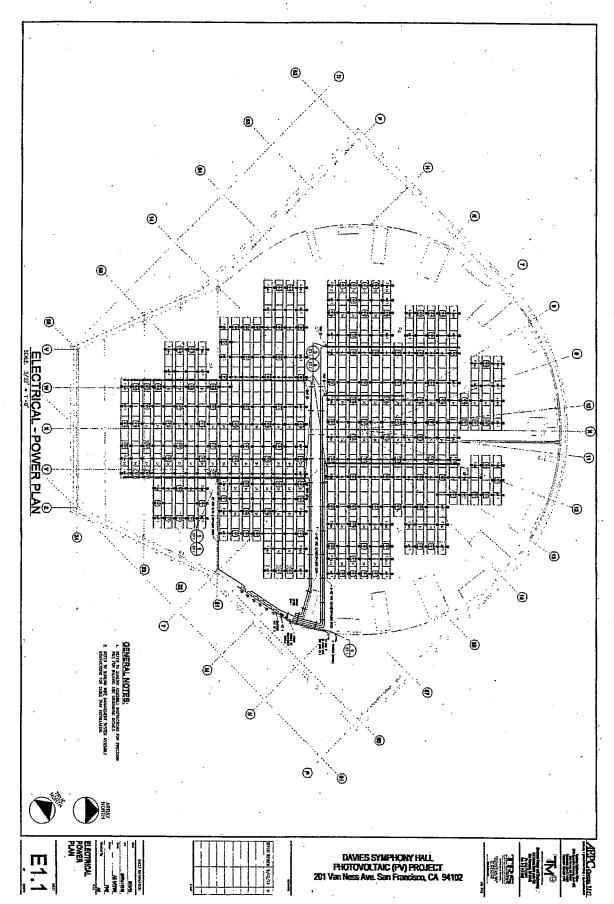




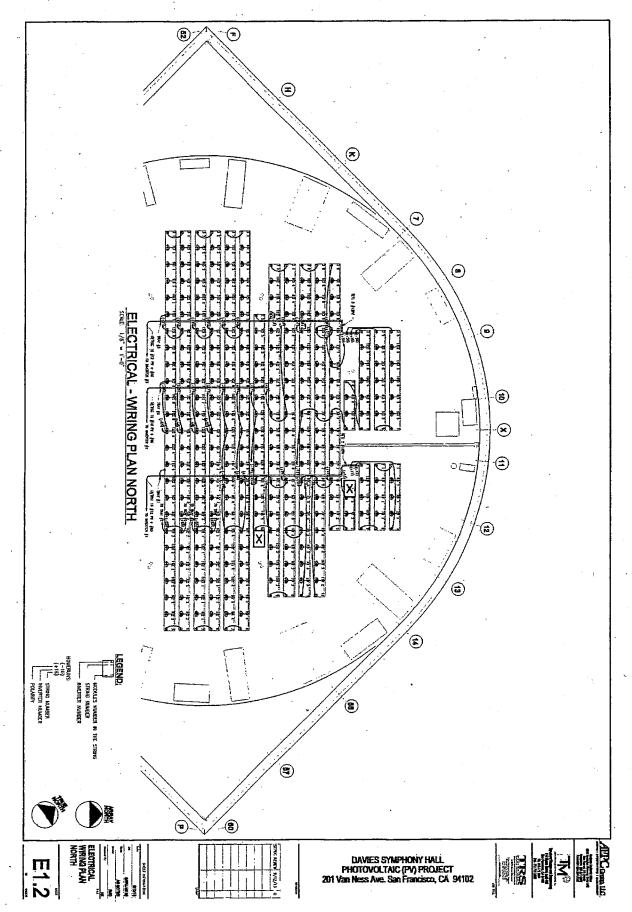
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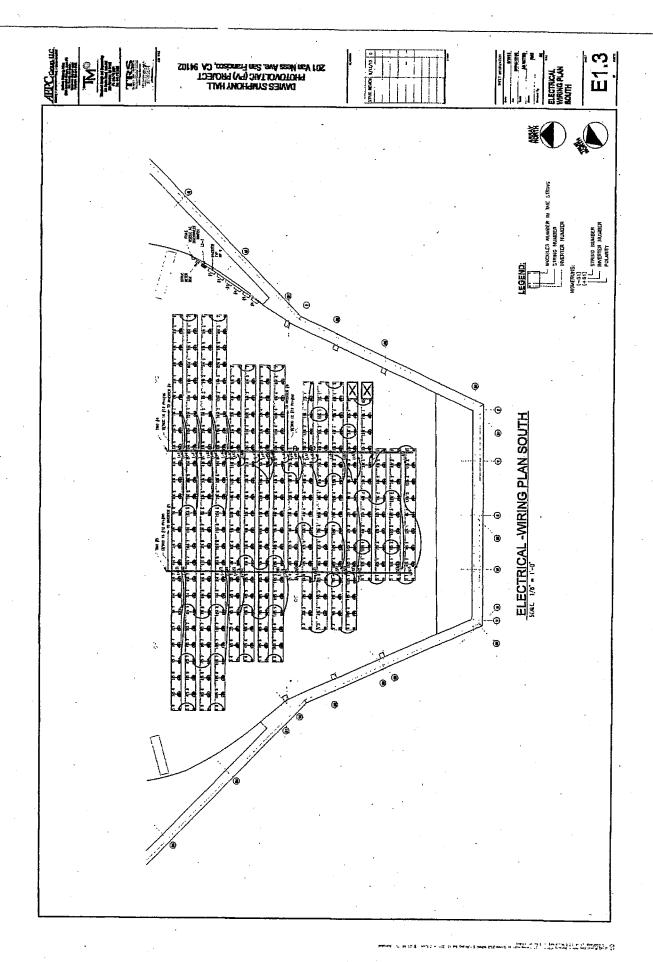
DAVIES SYMPHONY HALL PHOTOVOLTAIC (PV) PROJECT 201 Van Ness Ave. San Francisco, CA 94102

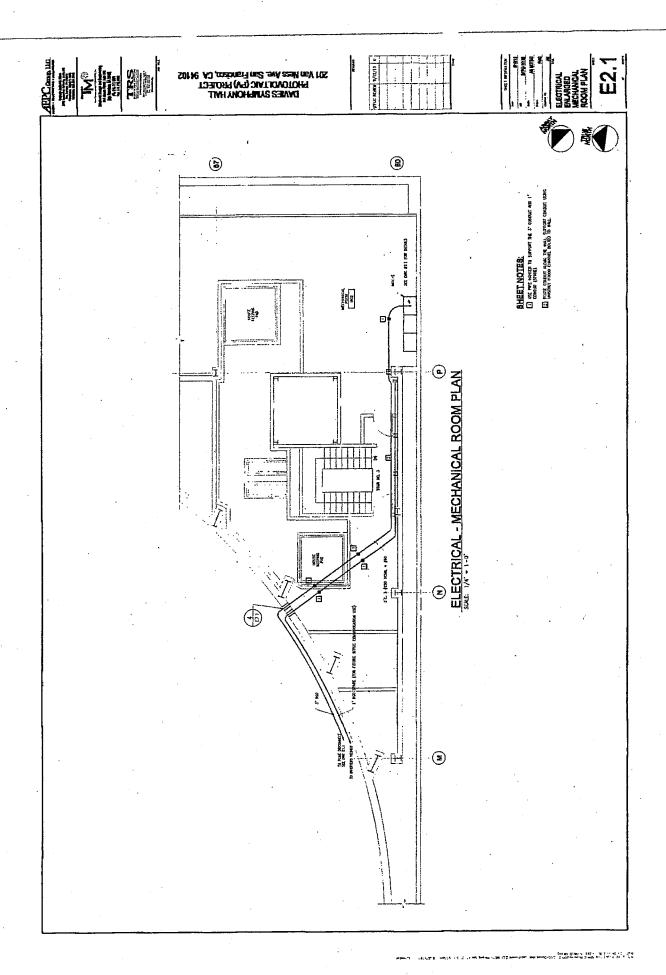


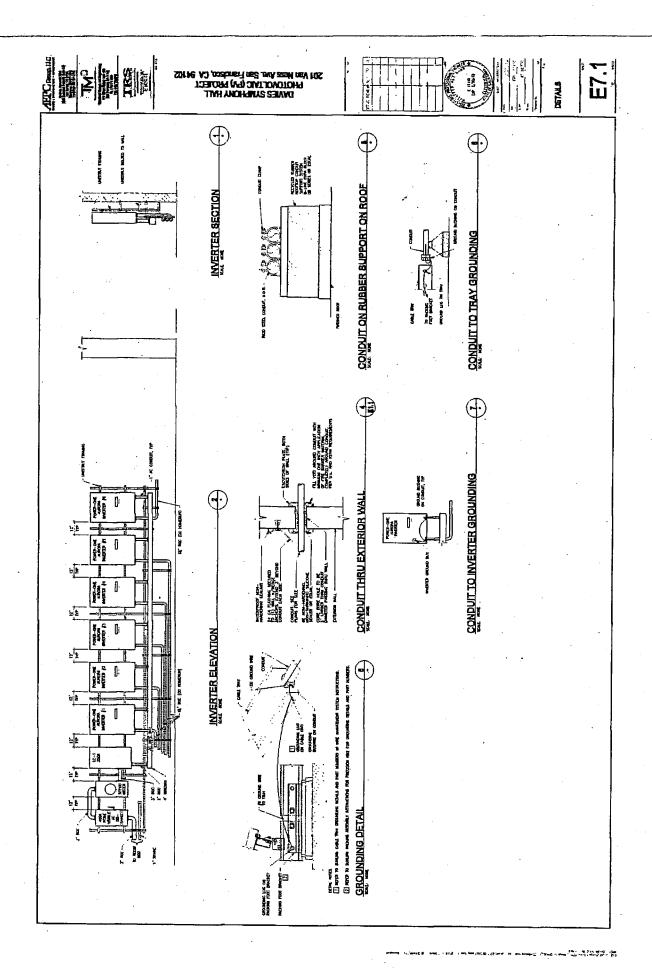


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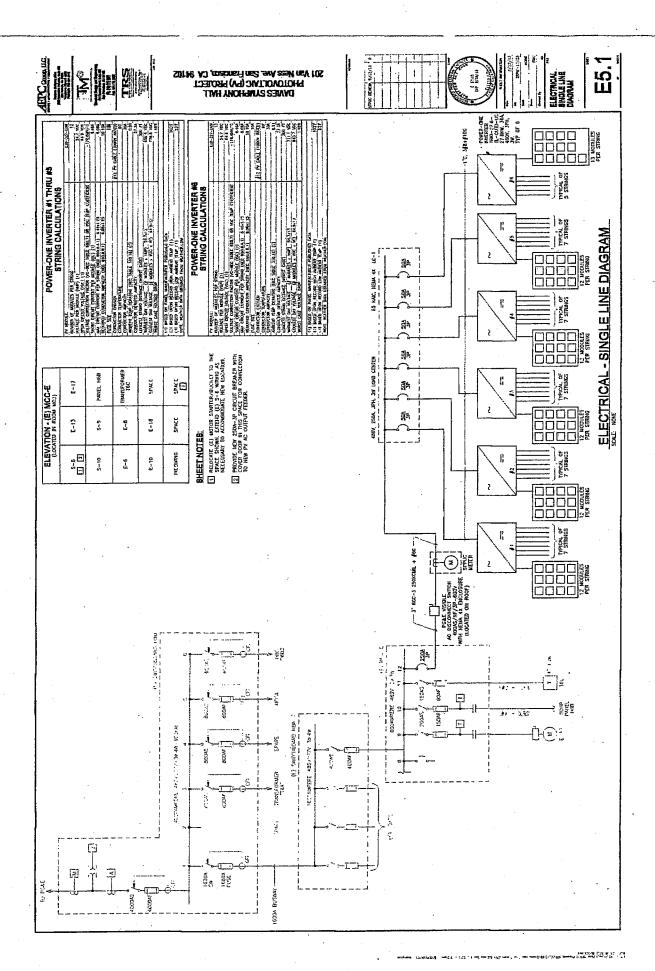




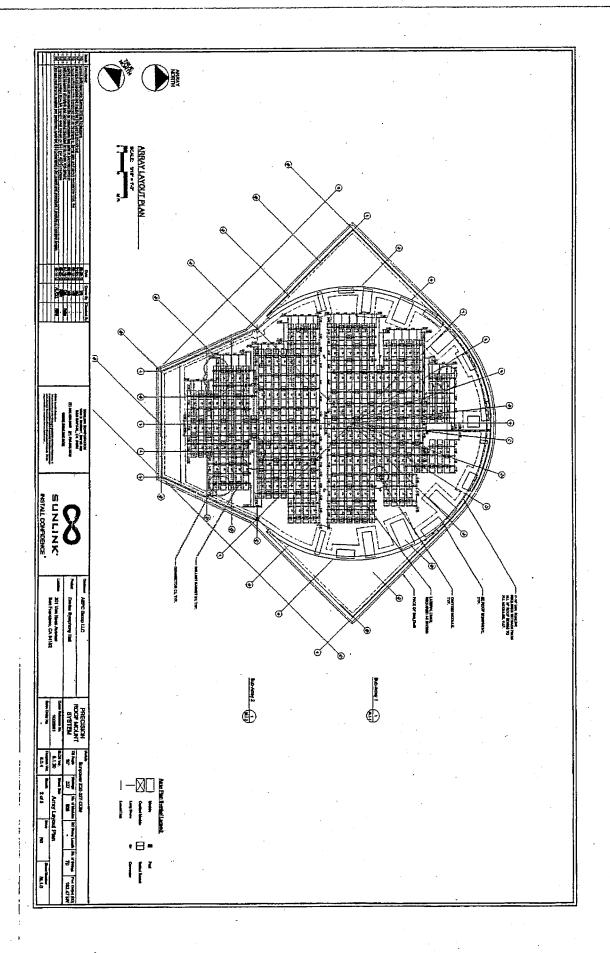


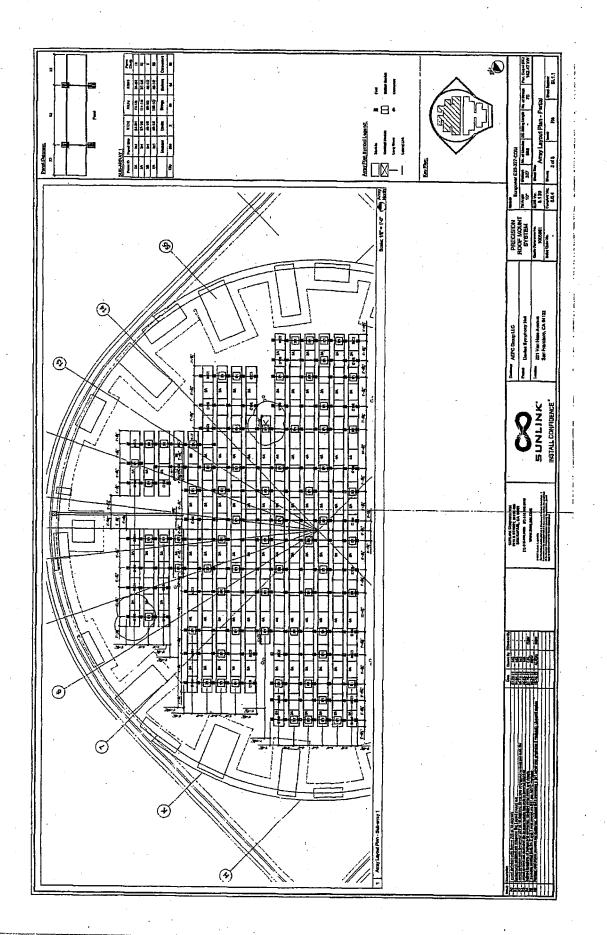


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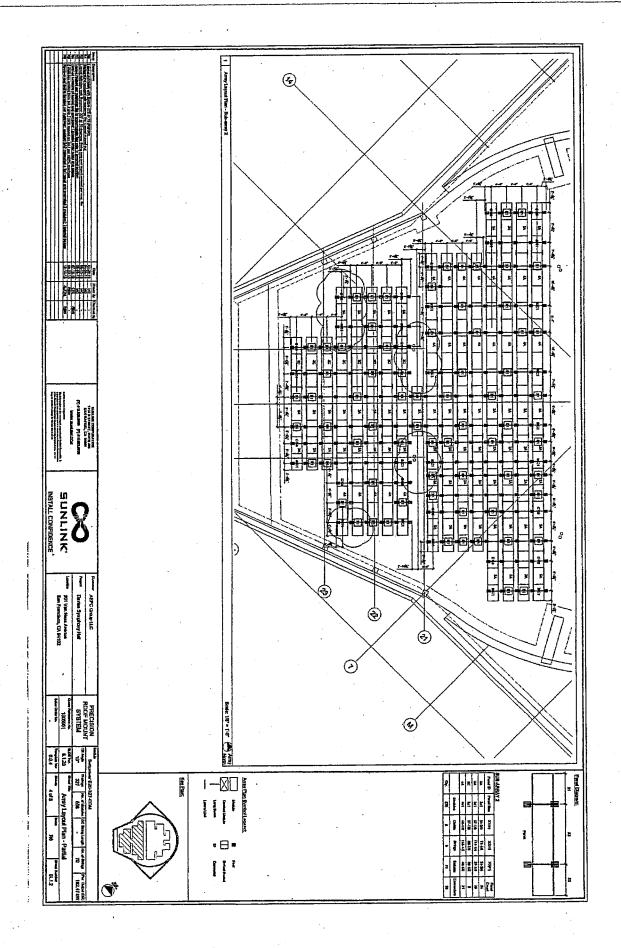


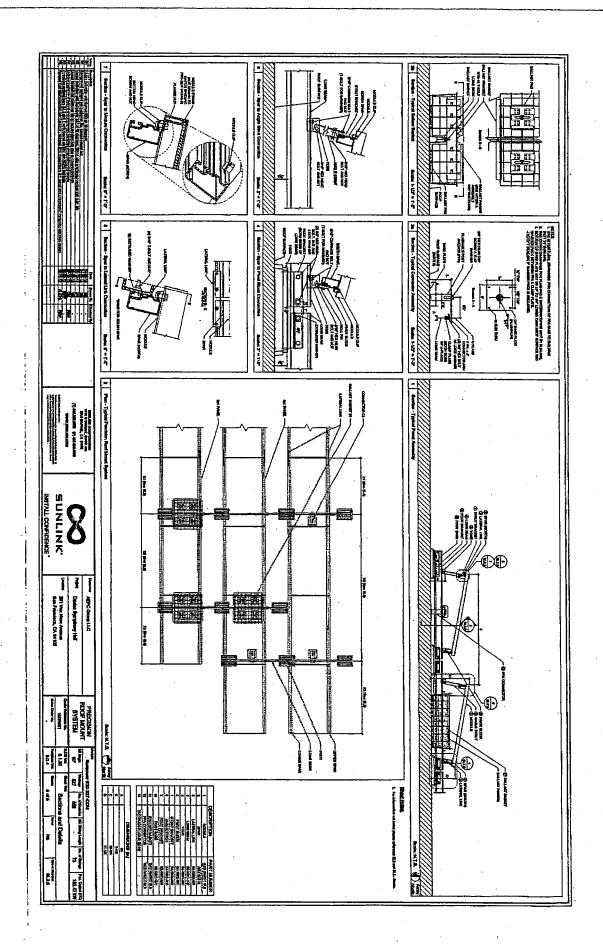
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PRECISION ROOF MOUNT SYSTEM FOR PHOTOVOLTAIC ARRAY AT DAVIES Symphony Hall 201 Van Ness Avenue, San Francisco, CA 94102	The state of the s		Congressed Market Specification. In the Person Control of the Con	MATERIAL STATE STA
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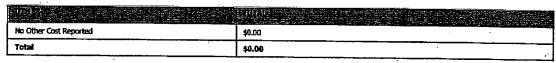


Department of Public Works

Operations

Estimate Report (Detail): Service Order 431418
Internal Report Name: EST_CHECKV2_PARAM





TOTALS

. * . *	7 1915 (1	4.1
Total Labor Cost		\$213,431.94
Total Material Cost		\$0.00
Total Other Cost		\$0.00
TOTAL ESTIMATE COST		\$213,431.94

APPROVALS

Deputy Director Approval Deputy Director Signature (optional if Approved in CMMS) Date Bureau Approval Bureau Head Signature (optional if Approved in CMMS) **Client Approval** Client Approver Signature (optional if Approved in CMMS) Date

NOTE: This estimate does not include the cost of abstement and/or removal of any hazardous materials that may presented your facility or job site unless otherwise indicated. If asbestos or other hazardous material are discovered, delays in completion project may occur, and additional abstement costs will be the responsibility of the requesting agency. *Contingency funds will not be expended without client department approval. Unexpended contingency funds to be credited back to client department.

**On project work supervision is required and listed accordingly.

**A Mark-up sales too and freight charges are included.

This proposal expires on.

ATTACHMENT B

Department of Public Works

Operations

Estimate Report (Detail): Service Order 431418

Internal Report Name: EST_CHECKV2_PARAM

Data Sent Valid Until Revision

Ressue: DAVIES SYMPHONY HALL, SOLAR PROJECT

Project Name Project Location 201 Van Ness Ave, San Francisco, 94102

Requestor's Department PLIC

Requested By

Jaimie Seidel

(415) 554-1537

Estimator Bureau Lead

WILLIAM CABRERA

Maintanence Dept

DPW-BBR

415-695-2053

Priority Problem Code

5itu Contact

4 - Non Urgent ELECTRIC

Requested Start Date

SCOPE OF WORK

City & County of San Francisco Department of Public Works Location: Davies Symphony Hall 201 Van Ness Ave

DPW-BBR Electric Shop Scope:

- Mobilize crew layout of solar project.
 Inventory materials provided by PUC.

- 2) Inventory materials provided by PUC.
 3) Verify PUCs layout of array locations.
 4) Layout standnion anchor points per AEPC engineered drawings.
 5) Layout PUC provided Sunlink solar rack and panets per AEPC engineered drawings.
 6) Layout and install PUC provided solar inventer and load center per AEPC engineered drawings.
 7) Setup of jig template for Sunlink rack convections.
 8) Install PUC provided Sunlink whe way onto rack system per AEPC engineered drawings.
 9) Install PUC provided Sunlink whe way onto rack system per AEPC engineered drawings.
 10) Install SSD amp breaker assembly into existing MCC per AEPC engineered drawings.
 11) Runlish and Install 11 RCC for spare from nor for oroom MO2 per AEPC engineered drawings.
 12) Pull branch PV whee to solar panets from Inverters per AEPC engineered drawings.
 13) Pull feeders from load center to MCC per AEPC engineered drawings.
 14) Terminate PV whee sand jumpers for solar panets per AEPC engineered drawings.
 15) Terminate Reders Into MCC and load center per AEPC engineered drawings.
 16) Test and megger all conductors.

16) Test and megger all conductors.
17) Commission and test solar system.
NOTE: Per ogreement with SFPUC, DPW will proceed without having any materials budget. Once we identify what is missing and required, we will submit a change order request accordingly.

ESTIMATES BY PHASE

	\$0.00	\$0.00	\$0.00
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Totals	\$213,431.94	\$0,00	\$213,431.84

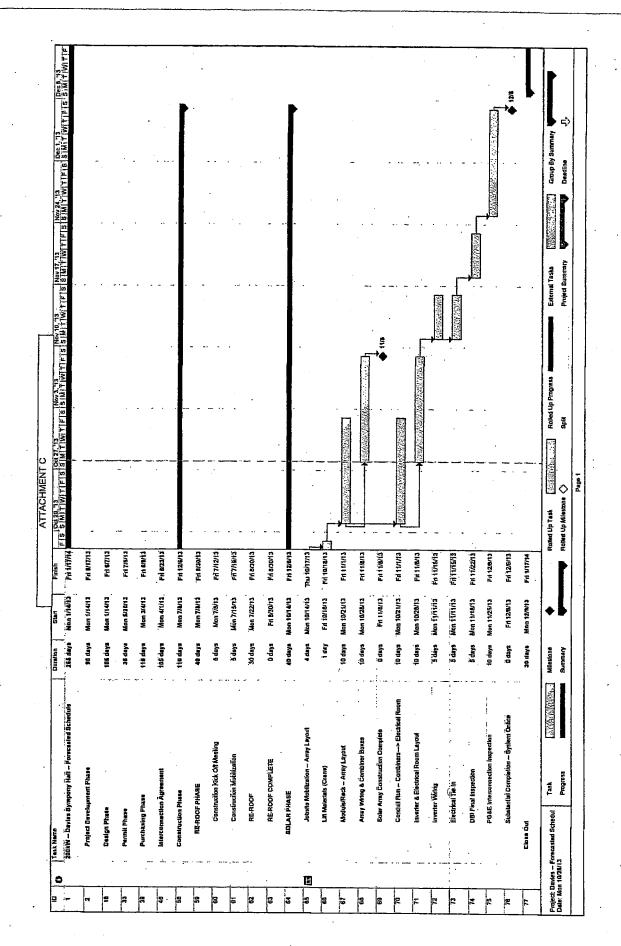
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Totals		\$213,431.94	\$0.00	\$213,431.94

IN HOUSE COSTS

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DO NONE	ELE(01)-Electrician Supervisor II (7276) - City Normal Rate	\$155.86	40	\$6,234.51	\$6,234.51
	ELE(02)-Electrician Supervisor I (7238) - City Normal Rate	\$140.06	100	\$14,005.98	\$14,005.98
İ	ELE(03)-Electrician (7345) - City Normal Rate	\$124.01	1,348	\$167,168.16	\$167,168.16
	ENG(06)-General Leboner (7514) -City Normal Rate	\$81.32	320	\$25,023.29	\$26,023.29

OTHER COSTS

Page 1 of 2



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DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN SAN FRANCISCO PUBLIC UTILITIES COMMISSION AND

SAN FRANCISCO WAR MEMORIAL AND PERFORMING ARTS CENTER

THIS MEMORANDUM OF UNDERSTANDING (herein "MOU") dated hereof for reference purposes only as of January 20, 2010 is entered into by and between the Public Utilities Commission of the City and County of San Francisco ("SFPUC"), and the War Memorial Board of Trustees of the San Francisco War Memorial and Performing Arts Center ("SFWMPAC") hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. The purpose of this MOU is to provide for the installation and operation of an on-site solar photovoltaic system at Davies Symphony Hall as part of the City and County of San Francisco's (the "City") program to increase its development of solar energy in accordance with the Mayor's Executive Directive 05-107 (Rooftops for Municipal Solar) dated October 26, 2005.
- B. The SFWMPAC is the owner of a certain property located at Davies Symphony Hall, 201 Van Ness Avenue, San Francisco. On June 11, 2009, by Resolution No. 09-26, the War Memorial Board of Trustees approved the proposal of the SFPUC to install and operate, at the SFPUC's cost, a solar energy system on the roof of the Davies Symphony Hall, (the "Premises"), subject to the SFWMPAC and SFPUC developing and entering into a Memorandum of Understanding concerning the system's installation, operation and maintenance.
- C. On May 11, 2009 the San Francisco Planning Department issued a categorical exemption for the Solar Power Project pursuant to the California Environmental Quality Act.
- D. The SFPUC currently serves SFWMPAC electricity needs from various generating resources including hydroelectric power from the Hetch Hetchy system. The SFPUC and SFWMPAC desire to use an on-site photovoltaic system to serve some of the SFWMPAC load. Notwithstanding the change in generating resources used to serve SFWMPAC load, nothing in this MOU is intended to interfere with or alter the respective responsibilities of the SFPUC and SFWMPAC as to supply of electric service by the SFPUC to SFWMPAC.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by this reference.

MEMORANDUM OF UNDERSTANDING DB-118, Sustainable Civic Center District: Solar Symphony Hall	Photovoltaic Rene	ewable Energy Plants at	City Hall &Davies
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2. Definitions.

Whenever used herein, including all appendices hereto, the following terms, when initially capitalized, shall for the purpose of this MOU have the following respective meanings. The singular of a term shall include the plural and the plural shall include the singular.

- (a) Allowed Activities: All activities associated with the design, construction, maintenance and operation of the Solar Power Project, including but not limited to project management and administration, permitting, design, equipment procurement, construction, installation, and commissioning, and all activities associated with contracting for such, including but not limited to, project management and administration, bidding, contracting, and the development and enforcement of performance guarantees and liquidated damages clauses.
- (b) Emergency: A condition that gives rise to, or imminently could give rise to, a serious health and/or safety hazard.
- (c) Environmental Credits: Any and all energy or emission credits or any other renewable energy, emissions reduction or other environmental benefit, whether related to any renewable portfolio standard or other renewable energy purchase requirement or otherwise, whether existing as of the Effective Date or enacted thereafter.
- (d) Normal Operating Hours: The normal operating hours of 8 a.m. to 5 p.m. Monday through Friday.
- (e) Prudent Utility Practice: Those practices, methods and procedures, as modified from time to time, that are currently and commonly used by electric utilities to design, construct and operate electric power facilities dependably, reliably, safely, efficiently and economically, with due regard to the state of the art in the electric power industry, as applied in the State of California or in the Western Electricity Coordinating Council area, whichever better represents the application of the considerations above. Such practices, methods and procedures are not limited to the optimum, but rather to any within the scope of those currently and commonly used.
- (f) Solar Power Project: A photovoltaic system installed at the Premises consisting of photovoltaic panels and their mountings, any bird avoidance devices, as well as associated wiring among panels, and wiring from the panels and other associated wiring (e.g. data instruments) to the boundary of the Premises, inverter(s), an AC disconnect switch, a DC disconnect switch, junction boxes, the Solar Power Project Meter and wiring to the PG&E main meter.
- (g) Solar Power Project Meter: A time of use revenue-grade meter which will measure the output of the Solar Power Project.
- 3. Effective Date. The effective date of this MOU (the "Effective Date") shall be the date that this MOU is executed by both Parties conditioned upon the subsequent approval by the SFPUC, in its sole discretion.
- 4. Term. The term of this MOU shall commence on the Effective Date and shall expire 25 years after the commencement of commercial operation of the Solar Power Project, hereafter (the "Expiration Date"). If, with the permission of SFWMPAC, the Solar Power Project remains on the Premises after the MEMORANDUM OF UNDERSTANDING

DB-118, Sustainable Civic Center District: Solar Photovoltaic Renewable Energy Plants at City Hall & Davies
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Expiration Date, such Premises shall continue to be used for the Solar Power Project on all the terms and conditions stated herein, terminable by either Party on ninety (90) days written notice to the other.

5. Termination. This MOU may be terminated by the SFPUC or the SFWMPAC upon thirty (30) days prior written notice, for any reason, including but not limited to, a failure to obtain reasonably priced bids for the design and construction of the Solar Power Project.

6. Access To and Use of the Premises.

- (a) Permitted Uses. Subject to the provisions of this MOU, SFWMPAC will make the Premises available to the SFPUC for the Allowed Activities. Any amendments or alterations to the Allowed Activities must be pre-approved in writing by SFWMPAC. SFWMPAC approval will not be unreasonably withheld, and in any event, notification by SFWMPAC of its decision will be given within two (2) weeks.
- (b) Access to the Premises. The SFPUC and its agents shall have the non-exclusive right of ingress and egress to and from the Premises over roads, ramps, walkways, and other areas of the Premises designated by the Buildings and Grounds Superintendent of the SFWMPAC (the "Superintendent") and at times designated by the Superintendent. Without limiting the foregoing, the Superintendent shall have the right to after or amend access routes or access times at any time, and to impose reasonable restrictions on such access; provided SFWMPAC gives the SFPUC reasonable notice of any such alteration or amendment or imposition of any such restrictions. All such access shall be subject to SFWMPAC rules and regulations as amended from time to time, including those pertaining to badge, permitting, and other security requirements, and the requirements of this MOU. The SFPUC acknowledges that a wide variety of rehearsals and public performances are scheduled in the Premises and will use reasonable efforts to ensure that in undertaking the Allowed Activities, SFPUC will not interfere with, disrupt, or interrupt rehearsal and performance activities in the Premises.
- (c) Rights-of-Way for the Benefit of the SFPUC. The SFPUC shall have the use and enjoyment of suitable rights-of-way over lands at or near the Premises in a manner first to be approved by the Superintendent in writing. Such rights-of-way shall be for the purpose of enabling the SFPUC to install and maintain conduits, connections, ducts, pipes, wires, telephone, and incidental accessories, equipment and devices which are necessary or convenient in connection with the Allowed Activities, including any installations necessary to provide connectivity to the SFWMPAC electricity grid and the statewide interconnected electricity grid (collectively, the "Infrastructure"), and shall not interfere with the SFWMPAC facilities. All costs relative to the installation, maintenance, repair and replacement of the Infrastructure shall be paid for by the SFPUC, provided, the SFPUC shall not be required to pay for the use of the land or related facilities in which the Infrastructure is placed.
- (d) Rights-of-Way for the Benefit of the SFWMPAC. SFWMPAC shall have the right, at all times and for any purpose, to enter upon the Premises without unreasonably or unduly interfering with the Allowed Activities.
- (e) <u>Changes to SFWMPAC Premises</u>. The SFPUC acknowledges and agrees that (a) the SFWMPAC shall have the right at all times to reasonably change, alter, expand, and contract the Premises or MEMORANDUM OF UNDERSTANDING

DB-118, Sustainable Civic Center District: Solar Photovoltaic Renewable Energy Plants at City Hall & Dayles Symphony Hall

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any portion thereof, and (b) SFWMPAC has made no representations, warranties, or covenants to the SFPUC regarding the design, construction, pedestrian traffic, SFWMPAC schedules, or views of or relating to SFWMPAC or the Premises. Without limiting the generality of the foregoing, the SFPUC acknowledges and agrees that the SFWMPAC may from time to time adopt rules and regulations relating to security and other operational concerns that may affect the SFPUC's business and its use of the Premises. The SFWMPAC will use reasonable efforts to minimize the effect of SFWMPAC changes on the SFPUC's business.

- (f) Notice of Scheduled Work. Unless otherwise agreed by the Parties, at least two weeks before any scheduled work by the SFPUC, the SFPUC shall provide notice to the Superintendent.
- (g) Compliance with Laws/Permits and Approvals. The SFPUC, at its expense, shall comply with all laws, regulations and requirements of the Federal, State, County and Municipal authorities, now in force or which may hereafter be in force relative to the SFPUC's use of the Premises.
- (h) Roof Leak Test. As part of any eventual contract to install the Solar Power Project, the SFPUC may require the contractor to perform a roof leak test prior to the start of any construction. The SFPUC shall provide SFWMPAC at least five (5) business days advance written notice of any such roof leak test and shall afford SFWMPAC a reasonable opportunity to have a representative present upon such test.
- (i) Roof Repairs. The SFPUC will be responsible, at the SFPUC's sole cost and expense prior to the installation of the Solar Power Project, to perform any roof repair of maintenance necessitated by or required to enable or support the Solar Power Project. In the event that the SFPUC determines, in its sole discretion, that the cost associated with said roof repair or maintenance are prohibitive, the SFPUC may elect to terminate this MOU and not to proceed with the Solar Power Project on the Premises.
- (j) Removal. The SFPUC, at its sole cost and expense, shall remove the Solar Power Project upon the termination of this MOU within 180 days of such termination. The SFPUC shall surrender the Premises in the same condition as received, free from hazards and clear of all debris. Subject to any applicable building permits, the SFPUC shall remove all of its property and improvements from the Premises. The SFPUC shall provide at least thirty (30) days written notice to the SFWMPAC of its intention to remove the Solar Power Project and shall complete removal of the Solar Power Project within one hundred and eighty (180) days of such notice.
- (k) Repairs After the Installation of the Solar Power Project. The SFWMPAC shall provide the SFPUC Power Enterprise Energy Generation Projects Manager with written notice at least one hundred and eighty (180) days prior to any planned roof repair, rehabilitation projects or other projects that could affect a Solar Power Project. Subject to any applicable building permits, if a Solar Power Project must be moved or removed to accommodate such SFWMPAC projects, the SFPUC shall move or remove the Solar Power Project within one hundred and eighty (180) days, unless the Parties agree otherwise. Thereafter, the SFPUC, at its sole option, may reinstall the Solar Power Project on the Premises subject to the conditions of this MOU.
- (I) "As Is" Condition. Subject only to the requirements of subparagraph 6(n) below, the SFPUC accepts the Premises in its "As Is" condition, without representation, warranty or covenant of any MEMORANDUM OF UNDERSTANDING

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- kind by the SFWMPAC, including without limitation, the suitability of the Premises for the SFPUC's proposed use. The SFPUC waives any and all rights to seek reimbursement or indemnity from SFWMPAC for any loss or cost relating to the condition of the Premises.
- (m) Maintenance: SFPUC's Responsibilities. Except as set forth in subparagraph 6(n) below, the SFPUC shall at all times during the term of this MOU, at its sole expense and cost, maintain in good working order, condition and repair all improvements placed in or on the Premises pursuant to this MOU and shall promptly maintain and repair such improvements. The SFWMPAC shall not be obligated to make any repairs, replacement or renewals of any kind to the Solar Power Project. The SFPUC shall utilize best efforts to repair damage to the Premises caused by the SFPUC or its agents within ninety (45) days from receipt of written notice from the SFWMPAC.
- (n) <u>Maintenance: SFWMPAC's Responsibilities</u>. The SFWMPAC shall, at its sole cost and expense, maintain the structural and physical integrity of the Premises in the "As Is" condition in which it was made available for the installation of the Solar Power Project.
- (o) Charges. There shall be no charge for the use of the Premises for the Allowed Activities in accordance with this MOU. Any utilities or services provided by the SFWMPAC to the SFPUC in connection with the Allowed Activities shall be at the SFWMPAC's standard rates, as applied to other SFWMPAC tenants. If any possessory interest taxes are due as a result of the SFPUC's use of the Premises, then such taxes shall be the SFPUC's responsibility.
- (p) Limitations on Use. The SFPUC shall not
 - (i) create a nuisance or commit or permit any waste on the Premises;
 - (ii) permit the dumping or other disposal of landfill, refuse, hazardous material or any other material that could pose a hazard to health or safety or the environment, on the Premises; (iii) create or permit any liens, including mechanic's, materialmen's or tax liens, to be placed on the Premises as a result of the SFPUC's activities without promptly discharging the same; and
 - (iv) do anything in, on, under or about the Premises that could cause damage or interference to any of SFWMPAC's facilities, or the programs, performances, or activities therein.
- (q) Antennae and Telecommunications Dishes. No antennae, telecommunications dish, wireless telecommunications system, or other similar facilities other than solar monitoring, metering, and meteorological equipment may be installed on the Premises without prior written approval of the Superintendent.
- (r) Exercise of Due Care. The SFPUC shall use, and shall cause its agents to use, due care at all times to avoid any damage or harm to SFWMPAC facilities and the Premises.

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DB-118, Sustainable Civic Center District: Solar Photovoltaic Renewable Energy Plants at City Hall & Davies
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7. Procurement and Installation of Solar Power Project by the SFPUC.

- (a) Installation of Solar Power Project by the SFPUC. The SFPUC may install a Solar Power Project at the Premises in accordance with the requirements of this MOU. Before beginning any such work, the SFPUC shall obtain any and all permits and other approvals, including without limitation, building permits and other federal, state, county and municipal permits or approvals, necessary for the installation of the Solar Power Project on the Premises and shall maintain such approvals as necessary throughout the Term of this MOU. Upon request, the SFPUC shall provide to the SFWMPAC copies of all such permits and approvals.
- (b) Schedule and Conditions. Before issuance of the request for proposals for the design and construction of the Solar Power Project, the SFWMPAC and the SFPUC shall agree on conditions and a schedule for the work that minimize the likelihood of disruption of the SFWMPAC's operations. The SFPUC shall incorporate such conditions and schedule shall be incorporated into any third party agreements for the design and construction of the Solar Power Project.
- (c) Cost Responsibility for the Procurement and Installation of the Solar Power Project by the SFPUC. The SFPUC will be responsible for all the costs of the purchase and installation of the Solar Power Project, including but not limited to all utility services provided to the Premises for such purpose, and all of the construction management costs. In addition, subject to the receipt of adequate documentation of staff time expended, the SFPUC shall reimburse the SFWMPAC for its reasonable staff time devoted to providing access to the Premises and reviewing and commenting on the Solar Power Project design, in accordance with the schedule of fees attached as Appendix A, up to a total amount not to exceed five thousand dollars (\$5,000.00).
- (d) Warranty for the Photovoltaic System. Irrespective of the entity named in any warranty for a photovoltaic system component that comprises the Solar Power Project, all benefits from any such warranty shall accrue to the SFPUC.
- (e) Performance Guarantees and Liquidated Damages. Irrespective of the entity named in any performance guarantee or liquidated damages clause from a third party contractor for the installation of the Solar Power Project, all benefits from any such performance guarantee or liquidated damages clause shall accrue to the SFPUC except for Special SFWMPAC Liquidated Damages. The SFWMPAC shall promptly provide to the SFPUC any amounts collected pursuant to a performance guarantee and any liquidated damages it receives from a third party contractor associated with the installation of a Solar Power Project except for Special SFWMPAC Liquidated Damages.
- (f) Special SFWMPAC Liquidated Damages. The SFPUC will insert the following language regarding special liquidated damages into the contract with the Design Builder and SFPUC

Special SFWMPAC (Davies Symphony Hall) Liquidated Damages.

Design-Builder acknowledges that during performance of the Work under this Contract, regularly scheduled rehearsals and performances will continue at Davies Symphony Hall. As set forth in

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the Contract Documents, Design-Builder must coordinate its Work to avoid the disruption, delay and cancellation of such rehearsals and performances. It is understood and agreed by and between Design-Builder and the City that the City will suffer financial loss if rehearsals or performances are cancelled resulting from, arising out of, or connected with Design-Builder's performance of the Work. Design-Builder and City further understand and agree that the actual cost to the City which would result from rehearsal or performance cancellations caused by Design-Builder's performance of the Work is extremely difficult, if not impossible, to determine. Accordingly, Design-Builder and the City agree that as liquidated damages (but not as a penalty), Design-Builder shall pay the City the following amounts:

- 1. For each rehearsal at Davies Symphony Hall cancelled resulting from, arising out of or connected with Design-Builder's performance of the Work -- \$20,000
- 2. For each performance at Davies Symphony Hall cancelled resulting from, arising out of or connected with Design-Builder's performance of the Work \$100,000

The total amount of Special SFWMPAC Liquidated Damages payable to City under this paragraph shall not exceed \$500,000.

8. Ownership of the Solar Power Project. The Solar Power Project shall be and shall remain the property of the SFPUC. Any and all of the Environmental Credits associated with the Solar Power Project shall be and shall remain the property of the SFPUC. The SFPUC will be solely responsible for the payment of federal, state, local and other taxes, fees or other assessments as may be applicable to the SFPUC by reason of its installation and ownership of the Solar Power Project. Fixed and unmovable parts of the Solar Power Project (including conduit and replacement roofing material) will become the property of the SFWMPAC upon final removal of the Solar Power Project by the SFPUC upon expiration or termination of this MOU.

9. Operation of the Solar Power Project.

- (a) Operation of the Solar Power Project. The SFPUC will be responsible for all the Allowed Activities, including operation, associated with the Solar Power Project that are not made the responsibility of the SFWMPAC pursuant to this MOU or an executed written agreement between the Parties. The SFPUC shall undertake the Allowed Activities in accordance with the terms of this MOU and Prudent Utility Practice; and in compliance with all permits and applicable laws and regulations.
- (b) Planned Service Interruptions. The SFPUC will work with the SFWMPAC to minimize the number and extent of any interruptions in electric service related to the Allowed Activities. All planned electric service interruptions related to the Allowed Activities shall be subject to approval by the SFWMPAC, which approval shall not be unreasonably withheld. In the event of a planned electric service interruption, the SFPUC shall submit a written request to the Superintendent at least ten (10) business days before the interruption date. A failure on the part of the SFWMPAC to respond within five (5) business days shall be deemed an approval of the service interruption. The SFPUC will not be responsible for any of the SFWMPAC's direct or indirect expenses caused by or related to an electric service interruption or its cancellation.

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- (c) Planned and Emergency Shut Downs by SFWMPAC. In the event that SFWMPAC needs to shut down all or a portion of the electrical system at the Premises, the SFWMPAC shall provide as much advance notice to the SFPUC Power Enterprise Energy Generation Projects Manager as possible. For planned shutdowns, the SFWMPAC shall provide at least ten (10) business days written notice to the SFPUC. In the event of an emergency shutdown, the SFWMPAC shall provide the SFPUC as much prior notice as possible:
- (d) Operation of the Solar Power Project during Emergencies. In an Emergency, if necessary to protect the health or safety of the public or the SFWMPAC employees, the SFWMPAC may shut down the Solar Power Project, provided that it notifies and seeks approval for these actions from the Manger of Energy Generation Projects of the SFPUC. The SFWMPAC shall make all reasonable attempts to notify the SFPUC and to obtain approval for such actions prior to taking them. If prior notice and approval are impossible, the SFWMPAC shall notify the SFPUC and obtain approval as soon as possible thereafter. The SFWMPAC shall work with the SFPUC to reconnect the Solar Power Project as soon as possible. The parties shall establish mutually agreeable emergency protocols for implementation during Emergencies.

10. Use of the Output from the Solar Power Project.

- (a) Use of the Output, The output from the Solar Power Project shall be used to serve the SFWMPAC's electric needs.
- (b) Metering. The SFPUC shall meter the output of the Solar Power Project using the Solar Power Project Meter owned, operated, maintained and read by the SFPUC. The SFPUC shall be solely responsible for all costs and charges associated with such metering. The SFWMPAC shall provide, at no expense to the SFPUC, a suitable location for all meters and associated equipment. The Solar Power Project Meter shall be sealed and the seals shall be broken only upon occasions when the meter is to be inspected, tested or adjusted, and representatives of the SFWMPAC shall be afforded reasonable opportunity to be present upon such occasions. The meters shall be tested at any reasonable time upon request therefore by either Party. Any metering equipment found to be defective or inaccurate shall be repaired and re-adjusted or replaced. If a meter fails to register or if the measurement made by a meter during a test varies by more than two (2) percent from the measurement made by the standard meter used in the test, an adjustment to correct all meter records of measurements made by the inaccurate meter shall be made for:(i) the period since the last meter test, or (ii) the actual period during which inaccurate measurements were made if the SFPUC determines this period can be established, provided that the period covered by the correction shall not exceed six (6) months or half the time since the previous test. If necessary, the corrections may be estimated from the best information available for the period of defect or inaccuracy.
- (c) <u>Payment for Electricity from the Solar Power Project</u>. The SFWMPAC shall pay the SFPUC for the output from the Solar Power Project used to serve the SFWMPAC's loads, as measured by the Solar Power Project Meter, at the otherwise applicable rates for the provision of electric service by the SFPUC to the SFWMPAC as set by the SFPUC and approved by the Board of Supervisors from time to time.
- 11. Insurance. The SFPUC shall require that its vendors, contractors, and agents obtain and MEMORANDUM OF UNDERSTANDING
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maintain insurance coverage for the Solar Power Project in the types and amounts approved by the City's Risk Manager. All insurance policies shall name as additional insured the City and County of San Francisco, the SFWMPAC, the SFPUC, and their officers, directors, employees, and agents.

12. Security. The SFWMPAC shall provide the same level of security at the Premises as it otherwise provides at its other facilities.

13. Damages/Indemnity.

(a) It is the understanding of the parties that the SFWMPAC shall not expend any funds due to or in connection with the SFPUC's construction and installation or maintenance of the Solar Power Project, or use of the Premises, except as otherwise set forth herein. Therefore, the SFPUC agrees to indemnify the SFWMPAC and to be responsible for all costs associated with all claims, damages, liabilities or losses which arise out of the SFPUC's use of the Premises, including but not limited to the release or handling of hazardous materials on or about the Premises by the SFPUC, its agents or contractors, but excluding pre-existing hazardous materials (which are the responsibility of the SFWMPAC or its tenants) and any injury or death of any person or damage of any property caused solely by the negligence or willful misconduct of the SFWMPAC. In no event shall the SFPUC be liable, regardless of whether any claim is based on contractor or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this MOU or the services performed in connection with this MOU.

The foregoing obligation of the SFPUC shall survive the expiration or termination of this MOU. As used herein, "hazardous materials" shall mean any substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety or property.

- (b) The SFPUC will ensure that the SFWMPAC is indemnified to the same extent that the SFPUC is indemnified by any of the SFPUC's vendors, contractors or agents for the Solar Power Project.
- No Assignment. The SFPUC shall not assign, sublet, encumber, or otherwise transfer, whether voluntarily or involuntarily or by operation of law, the Premises or any part thereof, or any interest herein, without the SFWMPAC's prior written consent.
- 15. Cooperation. Subject to the terms and conditions of this MOU, the SFWMPAC and SFPUC agree to use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this MOU and SFPUC's use of the Premises contemplated hereby as expeditiously as practicable, including, without limitation, performance of further acts and the execution and delivery of any additional documents in form and content reasonably satisfactory to both Parties. Notwithstanding anything to the contrary in this MOU, neither the SFWMPAC nor the SFPUC are in any way limiting their discretion or the discretion of any department, board or commission with jurisdiction over the Solar Power Project from exercising any discretion available to such department, board or commission with respect to the Solar Power Project, including but not limited to the discretion to
 - (i) make such modifications deemed necessary to mitigate significant environmental impacts,
 - (ii) select other feasible alternatives to avoid such impacts.
- (iii) balance the benefits against unavoidable significant impacts prior to taking final action if such MEMORANDUM OF UNDERSTANDING
- DB-118, Sustainable Civic Center District: Solar Photovoltaic Renewable Energy Plants at City Hall & Davies Symphony Hall

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significant impacts cannot otherwise be avoided, or

(iv) determine not to proceed with the proposed Solar Power Project. In addition to any conditions described in this MOU, the obligations of the SFWMPAC and the SFPUC are expressly subject to the receipt of all legally required approvals following environmental review.

16. Dispute Resolution. The SFWMPAC and the SFPUC will cooperate to attempt to resolve issues that arise under this MOU informally, promptly and fairly. If staff involved in accomplishing the tasks set forth in this MOU are unable to resolve an issue after good faith attempts to do so, either Party may request a meeting of the appropriate managers of each department to address the issue. If such a meeting is requested, it shall be held within two (2) weeks unless the Parties agree to a later date.

17. Miscellaneous.

- (a) This MOU may be amended or modified only by a written agreement signed by the SFWMPAC and the SFPUC.
- (b) No waiver by any Party of any of the provisions of this MOU shall be effective unless in writing and signed by an authorized representative, and only to the extent expressly provided in such written waiver.
- (c) This MOU (including the Attachments) contains the entire understanding between the Parties as of the date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.
- (d) Notwithstanding anything to the contrary set forth herein, no officer, director or employee of the SFPUC has the authority to bind the SFPUC hereto unless and until the San Francisco Public Utilities Commission approves this MOU.
- (e) All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.
- Notices. All notices, demand, consents or approvals which are or may be required to be given by either Party to the other under this MOU shall be in writing and shall be deemed to have been fully given when delivered in person to such representatives of the SFWMPAC and the SFPUC as shall from time to time be designated by the Parties for the receipt of notices, or when deposited in the United States mail, postage prepaid, and addressed, if to the SFPUC to:

San Francisco Public Utilities Commission Attn: Barbara Hale Assistant General Manager, SFPUC Power Enterprise 1155 Market Street, 4th Floor San Francisco CA, 94103

Tel No. (415) 934- 5751 Fax No. (415) 554-2465

and if to the SFWMPAC to:

Kevin Kelly, Buildings and Grounds Superintendent San Francisco War Memorial and Performing Arts Center 401 Van Ness Avenue, Suite 110

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DB-118, Sustainable Civic Center District: Solar Photovoltaic Renewable Energy Plants at City Hall & Davies
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San Francisco, CA 94102

Fax No. (415) 621-5091 Tel No. (415) 554-6353

or such other address with respect to either Party as that Party may from time to time designate by notice to the other given pursuant to the provisions of this Paragraph.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed as of the date first written above.

AGREED TO AS WRITTEN ABOVE:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation operating by and through its WAR MEMORIAL BOARD OF TRUSTEES

By: : Megal Muccay
Elizabeth Murray, Managing Director

Date: 1/20/10

AGREED TO AS WRITTEN ABOVE:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation
operating by and through its PUBLIC
UTILITIES COMMISSION

By: Ed Harrington Deneral Manager

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Date: 01/26/2010

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DB-118, Sustainable Civic Center District: Solar Photovoltaic Renewable Energy Plants at City Hall & Davies Symphony Hall

SCHEDULE OF FEES

Subject to the receipt of adequate documentation of staff time expended, the SFPUC shall reimburse the SFWMPAC for its reasonable staff time devoted to providing access to the Premises and reviewing and commenting on the Solar Power Project design, in accordance with the following schedule of fees:

Employee Classification	7/1/09 - 6/30/10	<u>7/1/10 – 6/30/11</u>
7120 Building & Grounds Superintendent		
Per Hour – Straight Time	\$56.60	*
Per Hour - Overtime	82.92	*
7205 Chief Engineer		
Per Hour - Straight Time	\$49.33	*
Per Hour - Overtime	72.27	*
7335 Senior Stationary Engineer		
Per Hour – Straight Time	\$44.06	*
Per Hour - Overtime	64.56	*-
Hours worked between 5pm-12am	+8.5%	+8.5%
Hours worked between 12am-7am	+10%	+10%
7334 Stationary Engineer	•	• .
Per Hour - Straight Time	\$38.87	*
Per Hour – Overtime	56.96	*
Hours worked between 5pm-12am	+8.5%	+8.5%
Hours worked between 12am-7am	+10%	+10%
7377 Stage Electrician		
Per Hour – Straight Time	\$41.83	*
Per Hour - Overtime	62.74	*
8207 Building & Grounds Patrol Officer	\$	
Per Hour - Straight Time	\$27.11	*
Per Hour - Overtime	40.52	*
Hours worked between 5pm-12am	+8%	+8%
Hours worked between 12am-7am	+10%	+10%

^{*} Hourly rates for 7/1/10-6/30/11 to be confirmed following San Francisco Board of Supervisors' approval of Annual Salary.

Ordinance for Fiscal Year 2010-11.



OFFICE OF THE CITY ADMINISTRATOR RISK MANAGEMENT DIVISION



November 6, 2013

Pacific Gas and Electric Company c/o EXIGIS LLC

RE: PG&E GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES – CITY AND COUNTY OF SAN FRANCISCO GENERATING FACILITY ID 30S123447 – PRODUCER'S ELECTRIC SERVICE ACCOUNT 4734612089

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.

Comprehensive General Liability insurance in the amount of \$2,000,000 per occurrence and \$2,000,000 general aggregate limit for bodily injury, property damage, and personal injury to third parties for liability arising out of the City's negligence in performance of this agreement.

Workers' Compensation in Statutory amounts with Employer's Liability of \$1,000,000 per accident, injury or illness.

Automobile Liability combined single limit per accident for bodily injury and property damage in the amount of \$1,000,000 per accident/incident.

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.

Do not hesitate to contact this office should you have any questions.

Sincerely,

Matt Hansen Director

cc: Jamie Seidel, SFPUC

The PV system power output (from the PV system installed on the south roof area) would be routed along the roof floor level to the inverter to be located on the south-east portion of the roof (to convert the DC power to AC power). The PV system power output (from the PV system installed on the north roof area) would be routed over the east pediment mechanical room to the inverter at the location described above (please refer to Appendix D – Conduit Options). The PV system's overall power output would be routed in conduit down through the roof near the inverter to the mechanical attic space below the roof, and to the electrical bus duct located in the southeast 4th floor electrical room through this room's ceiling, and fed into the City Hall's electrical distribution system.

Davies Symphony Hall

The Davies Symphony Hall is located at 201Van Ness Avenue in San Francisco. The proposed Solar System at Davies Symphony Hall would be a 214 kW solar photovoltaic (PV) low-height, rack-mounted, non-penetrating system installed on a portion of the top roof area, approximately 14,300 square feet, and a portion of the lower south roof area, approximately 3,500 square feet or a total of 17,800 square feet (please refer to Appendix B - PV System Layout Plan). The existing roof is an aggregate surface built-up membrane roof installed in 1998 (please refer to Appendix C – Roof Photographs. The PV system would reduce peak demand loads and daily energy consumption for the facility. The project would generate a minimum of 269,000 kWh per year and would offset a portion of the current load for the building.

The PV system power output (from the PV system installed on both roof levels) would be routed to the inverter to be located on the lower west roof in the sunken heating, venting, and air conditioning (HVAC) mechanical equipment area (to convert the DC power to AC power). The inverter power output would then be routed to the electrical bus duct located in the mezzanine level emergency generator electrical room adjacent to the sunken HVAC mechanical equipment, and fed into the Davies Symphony Hall's electrical distribution system. The conduit from the top roof solar array would go through the top roof mechanical room, down through the mechanical room floor into the attic truss area, across this attic truss area to a mechanical duct, down through this mechanical duct, exiting through the wall to the lower south roof area, and then to the inverter near the roof floor level. The conduit from the lower west roof solar array would be routed near the roof floor level to the inverter mentioned above (please refer to Appendix B – PV System Layout Plan).

Specifications Common to Both Sites

The PV systems would also include a small weather station to record weather data (wind speed and direction, ambient temperature, and solar insolation) and a data acquisition system to record PV system output. In addition, the SFPUC would install a flat panel, free-standing display unit (please refer to Appendix E – Display Unit Location Options) that shows the energy generated by the project, as well as the environmental savings of the project (e.g. – decrease in carbon dioxide emissions, etc.). The display would also showcase the SFPUC's other renewable energy projects that have been installed in the City of San Francisco. The display would show a series of images and information on each of the various projects. It would describe differences in the project's designs and technologies, as well as educate the public on how solar energy works. The display would also include some background information on the SFPUC, its hydroelectric power plants, and the customer's that the SFPUC serves.

Currently, three location options for the display unit in City Hall are being considered. One location would be the southeastern corner of the North Light Well, a second location option would be along the

southern wall of the North Light Court, and a third option would be adjacent to the information kiosk near the Sheriff's desk on the eastern side of City Hall's main lobby.

Currently, three location options for the display unit at Davies Symphony Hall are being considered. One location would be adjacent to the elevator, a second location option would be located in the lobby, and a third option would be adjacent to the Coat Check Room.

The crystalline PV panels would have a minimum rating of 12 watts (DC-Peak STC) per square foot. PV modules and inverters would have Underwriter's Lab (U/L) certification and California Energy Commission (CEC) approval. The PV Panels would maintain a Class C fire rating. The designs would provide a minimum 3-foot perimeter around the roof's perimeter and clear access to existing fire fighting standpipes or other emergency equipment on the roof, if present, as required by the San Francisco Building Code. In addition, the San Francisco Fire Department would review and approve an electrical permit to assure sufficient emergency access, and the San Francisco Building Inspection Department would review and approve the electrical design.

Background

San Francisco City Hall was built in 1915 in the Beau-Arts style. City Hall was designed by architect Arthur Brown, Jr. San Francisco City Hall is located within the San Francisco Civic Center Historic District. The San Francisco Civic Center Historic District was designated as an historic district in 1994 by the San Francisco Landmarks Preservation Advisory Board. City Hall, as part of the District, was designated as a Contributory building. City Hall was also designated a San Francisco Landmark (Landmark No. 21) in 1970. The United States Department of the Interior listed City Hall and the Civic Center Historic District as an historic resource on the National Register of Historic Places in 1978.

Davies Symphony Hall was built in 1980 and is the home of the San Francisco Symphony. In addition to the concert hall itself, an adjoining building contains the Robert H. Zellerbach Rehearsal Hall, comprising three separate rehearsal spaces. Davies Symphony Hall is also located within the San Francisco Civic Center Historic District and is deemed to be Noncontributory.

The proposed project would require a Certificate of Appropriateness per Section 1006 of the Planning Code and would be granted by the Planning Department following consideration and approval by the Planning Commission if the proposed alterations would have no significant impact upon the Civic Center Historic District or City Hall (Landmark No. 21). The standards for the review of applications for Certificates of Appropriateness include, but are not limited to a finding that the proposed alteration preserves the significant exterior architectural features and does not adversely affect the special character or historical, architectural, or aesthetic interest or value of the Landmark or Historic District.

Environmental Impacts:

Aesthetics:

The proposed solar PV systems would be installed on the roofs of both buildings and electrical conduit would be installed within the buildings and within existing electrical chases or walls out of view from the public. Architectural or historic features of the buildings would not be disturbed or altered due to the construction of the proposed solar PV project. The roofs have several existing

heating/ventilation/air conditioning (HVAC) mechanical equipment and vents extending above the roofline (see attached photographs), but they are not visible from the street level. The proposed solar PV panels would be mounted flat on a non-penetrating racking system on the roofs, set back a minimum of 3-feet from the roof perimeter, and would not be visible from the street level. The inverters would be installed adjacent to the mechanical equipment and would also not be visible from the street level. The proposed solar PV systems would not be visible from the street level and, therefore, would not have a substantial effect on scenic resources, vistas, or on the visual character of the area.

The proposed display unit at City Hall would be a free-standing unit and would not be attached to the walls. Therefore, there would be no impacts to the historic structure of the building.

Cultural Resources:

San Francisco City Hall was built in 1915 in the Beau-Arts style, is located within the San Francisco Civic Center Historic District and, as such, was designated as a Contributory building. City Hall was also designated a San Francisco Landmark (Landmark No. 21) in 1970. The United States Department of the Interior listed City Hall and the Civic Center Historic District as an historic resource on the National Register of Historic Places in 1978. Davies Symphony Hall was built in 1980, and is also located within the San Francisco Civic Center Historic District and is deemed to be Noncontributory.

The proposed solar PV systems would be installed on the two buildings' roofs and tied into the buildings' existing electrical systems through conduits to the existing buildings' electrical rooms and meters utilizing existing electrical conduit chases or inside of walls out of view from the public. Interior or exterior architectural or historic features of the buildings would not be disturbed or altered due to the construction of the proposed solar PV project. Therefore, it is not anticipated that the proposed solar PV project would cause impacts to cultural or historic resources.

Hazards & Hazardous Materials:

A record search was conducted, for both sites, on the California Department of Toxic Substances Control (DTSC; Cortese List; Envirostor) and the California State Water Quality Control Board (Geotracker) databases (see attached documentation). The DTSC database did not identify hazardous materials issue for either site. However, the Geotracker database one hazardous materials case file for each of the sites. Davies Symphony Hall had a leaking underground diesel fuel tank that was removed and the soil remediated. This case was closed as of January 30, 2007. The case file identified for City Hall is in error as the case involved a leaking underground gasoline fuel tank located at the Shell Oil Gas Station at 400 South Van Ness Avenue and not at City Hall located at 1Dr.Carlton B.Goodlett Place. Copies of each of these case files are attached (please refer to Appendix F – Hazardous Materials Record Search) as verification of the database search and the resolution of each of the cases. Therefore, no hazardous materials releases or issues currently exist at either of the two proposed project sites, and it is not anticipated that the proposed solar PV project would cause any hazardous material impacts to the project sites.

Population & Housing:

The proposed project would install a100 kW solar PV systems on the roof of City Hall and a 214 kW solar PV system on the roof of Davies Symphony Hall. The proposed solar PV systems would provide electricity consumed at each of the sites. There would be no net electricity exports to the

existing PG&E grid. The proposed project's electricity produced by the solar panels would offset the existing electricity provided to each of the sites by Hetch Hetchy (SFPUC). The Hetch Hetchy power offset by the project would ultimately be utilized by other City-owned buildings. Therefore, the proposed project would not provide additional electricity capacity to PG&E or induce population growth by serving new customers.

Transportation/Traffic:

The proposed solar PV project would require the use of a crane to place the solar panels, inverters and electrical conduit on each of the buildings' roofs. This would occur on the weekend, likely a Sunday morning, in order not to significantly impact street traffic. The traffic impacts associated with the project would not be significant relative to the existing capacity of the surrounding street system.

In addition to the use of the crane, several (three to five) employee vehicles would access the project sites to drop-off employees and tools. These vehicles would be required to utilize existing street parking. Because of the minor number of vehicles access the sites, the project's impact on area parking availability would not be substantial.

Therefore, construction-related impacts, as identified above, generally would not be considered significant due to their temporary and limited duration.

Air Quality:

The proposed solar PV project, once constructed, would have no air emissions and, therefore, would cause no significant impacts to air quality. The construction of the project, however, would temporarily release minor amounts of vehicle/equipment exhaust and particulate matter (vehicle/equipment exhaust and dust). These air emissions would be considered temporary impacts. Therefore, the proposed solar PV project would not exceed local and Bay Area Air Quality Management District (BAAQMD) regulations.

Utilities & Service Systems:

The proposed project would install a100 kW solar PV systems on the roof of City Hall and a 214 kW solar PV system on the roof of Davies Symphony Hall. As stated above, the proposed project would not provide additional electricity capacity to PG&E's electrical grid, provide electricity to the public, or serve new customers. The proposed project's electricity produced by the solar panels would offset the existing electricity provided to each of the sites by Hetch Hetchy (SFPUC). Therefore, the proposed project would not require the construction of new electrical generation facilities or cause significant environmental impacts.

Public Services:

The proposed solar PV project would install solar systems on the roofs of City Hall and Davies. Symphony Hall and be connected to each of the buildings' existing electrical systems. The proposed project construction would not require the closure of either of the buildings; would not cause significant adverse impacts to either building, or any significant adverse impacts to the service ratios, response times or other performance objectives for any of the public services. Therefore, no impacts to existing public services would occur because of the proposed project.

Land Use & Planning:

San Francisco's General Plan, Environmental Protection Element establishes several Policies to encourage local government departments to fund and construct renewable energy (solar PV) systems to reduce the use of fossil fuel energy sources. Some of these Policies are: Policy 12.4 - Encourage investment in capital projects that will increase municipal energy production in an environmentally responsible manner; Policy 16.1 - Develop land use policies that will encourage the use of renewable energy sources; Policy 16.2 - Remove obstacles to energy conservation and renewable energy systems in zoning and building codes; and Policy 18.1- Promote government and private financing partnerships to carry out local energy programs.

In addition, the San Francisco Department of Building Inspection recently developed a streamlined permit process that allows applicants to complete their permit processing over the counter in a manner of minutes.

Therefore, the proposed solar PV project does not conflict with any existing land use plan or policy.

Cumulative Town .s

r PV project would be designed to meet all local and State regulations. In accition, the above environmental issues were evaluated and it was determined that the proposed project would not cause any significant impacts. Therefore, the proposed solar PV project would not substantially contribute to any cumulative environmental impacts.

EQA Complete (Recommendation

The SFPUC has determined that the proposed Sustainable Civic Center District: Solar Photovoltaic Renewable Energy Project at City Hall & Davies Symphony Hall is categorically exempt under CEQA Guidelines Section 15301, Class 1 – The operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination; and Section 15303, Class 3 – The construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

The proposed solar PV project would be constructed on the roofs of City Hall and Davies Symphony Hall, and would not cause significant or adverse impacts to the San Francisco Civic Center Historic District or to the historic resources of City Hall. Therefore, the SFPUC is requesting a Categorical Exemption under the above CEQA Sections. Should you have any questions regarding the proposed project, please contact Randall Smith, Utility Specialist at (415) 934-5716.

Sincerely,

John Doyle, Manager

Energy Generation Projects

Power Enterprise

San Francisco Public Utilities Commission

Attachments:

Appendix A –

CEQA Environmental Checklist, Categorical Exemption Determination – City Hall CEQA Environmental Checklist, Categorical Exemption Determination – Davies Symphony Hall

Appendix B - Photovoltaic System Layout Plan

Appendix C - Roof Pictures

Appendix D – Conduit Options

Appendix E – Display Unit Location Options

Appendix F - Hazardous Materials Record Search

Cc: Tina Tam, Historic Resources Coordinator, San Francisco Planning Department Karen Kubick, Manager, Infrastructure Development, SFPUC Randall Smith, Utility Specialist, SFPUC Irina Torrey, Manager, Bureau of Environmental Management, SFPUC

Categorical Exemption Class (6)():

Additions to existing structures provided that the addition will not result in an inchase of months 50% of the bloor area of the structure before the addition, or 2,500 ft2, whichever is less.

Dophie Middlebrae 05/11/09

CLASS (CE)(1)



SAN FRANCISCO PLANNING DEPARTMENT

Historical Resource Review Form

1650 Mission St. Suite 400 San Francisco, CA 94103-2479 Reception: 415.558.6378

415.558.6409

Fax:

Planning Information: 415,558.6377

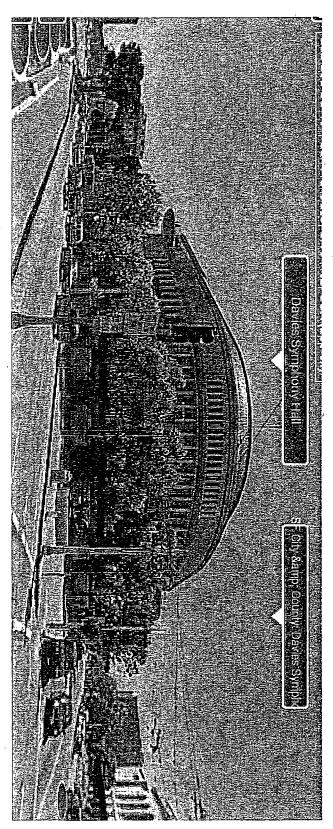
	Project: _Davies Symphony Hall(270 ts: _Franklin Street and Van Ness Aven							
Case No		Permit No						
STEP 1: E	XEMPTION CLASS							
If neither c	lass applies, an <i>Environmental Exempt</i>	ion Application is required.						
minor topogra	s 1 – Existing Facilities: Operation, repair, maintenance, permitting, leasing, licensing, or alteration of existing public or private structures, facilities, mechanical equipment, or graphical features, involving negligible or no expansion of use beyond that existing at the of this determination.							
limited facilitie	numbers of new, small facilities or s	of Small Structures: Construction and location of tructures; installation of small new equipment and sion of existing small structures from one use to hade in the exterior of the structure.						
STEP 2: H	ISTORICAL RESOURCE STATUS (Rei	fer to Preservation Bulletin 16.)						
☐ Catego	ory A: Known Historical Resource	Proceed to Step 3. Preservation Technical Specialist Review						
. Catego	ry B: Potential Historical Resource	Proceed to Step 3.						
Catego	ry C: Not a Historical Resource	Proceed to Step 4. No Further Historical Resource Review Required.						
STEP 3: A	PPROVED WORK CHECKLIST	Per plans dated:						
•	falls within the scope of work describe	d below. Proceed to Step 4. No Further Historical						
,	does not fall within the scope of work cal Resource Review Required.	described below. Proceed to Step 4. Further						
If 4 or	more boxes are initialed, Preservation T	echnical Specialist review is required.						
Planner's	W	ork Description						
<u>Initials</u>	Interior alterations. Publicly-acce	essibly spaces (i.e. lobby, auditorium, or sanctuary)						
	1	require Preservation Technical Specialist review.						
	2. Regular maintenance or restorat	2. Regular maintenance or restorative work that is based upon documentation of the						
	building's historic appearance (i.e., photographs, physical evidence, histor							
	drawings or documents, or match							
		visible facades. (The size, configuration, operation, the <i>historic</i> windows must be matched.)						

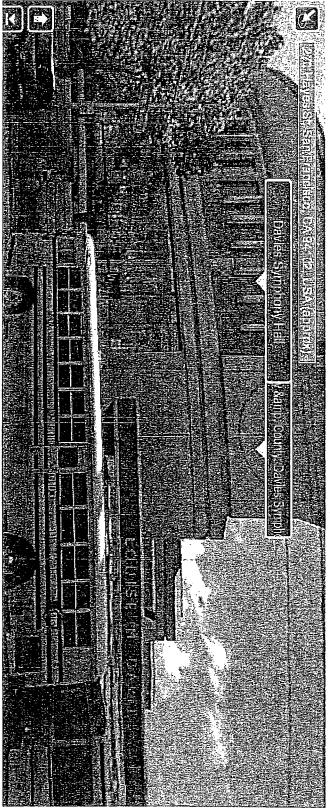
	4. Window replacement or installation of new openings at non-visible facades.
	5. Construction of deck or terrace that is not visible from any immediately adjacent public right-of-way.
R	 Installation of mechanical equipment at the roof which is not visible from any immediately adjacent public right-of-way.
	7. Installation of dormers that meet the requirements for exemption from public notification under Zoning Administrator Bulletin: Dormer Windows, No. 96.2.
	8. Installation of garage opening that meets the requirements of Zoning Administrator Bulletin: Procedures and Criteria for Adding Garages to Existing Residential Structures, No. 2006.1b.
	9. Horizontal addition that is not visible from the adjacent public right-of-way for 150 in each direction; does not extend vertically beyond the floor level of the top story of the structure; and does not have a footprint that is more than 50% larger than that of the original building.
	10. Vertical addition that is not visible from the adjacent public right-of-way for 150' ir each direction; is only a single story in height; and does not cause the removal of architectural significant roofing features such as ornate dormers, towers, or slate shingles.
Preservatio	on Technical Specialist Review Required for work listed below:
···	11. Window replacement at visible facades that is not in-kind but meets the Secretary of the Interior Standards for the Treatment of Historic Properties.
	12. Sign installation at Category A properties.
<u>.</u>	13. Façade alterations that do not cause the removal or alteration of any significant architectural features (i.e. storefront replacement, new openings, or new elements).
	14. Raising the building.
	15. Horizontal or vertical additions, including mechanical equipment, that are minimally visible from a public right-of-way and that meet the Secretary of the Interior Standards for the Treatment of Historic Properties.
Ŋ	16. Misc.

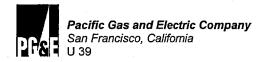
STEP 4: RECOMMENDATION

No Further Historical Resource Review Required.
Further Historical Resource Review Required: File Environmental Exemption Application.
Notes: The subject bowilding - Davies Symphonyhall - is a non-contribute
Notes: The subject brilding-David Symphonyhaul- is a non-contribute for Civil Centre historio district. The solar panels will however significant imput to
Planner Namer Sophie Widdlebrook The history
Signature: Diffue Diguiline Symbol Middle Date: 05/11/09 district. Preservation Technical Specialist Name: Symbol Middle Date: 05/11/09
Preservation Technical Specialist Name: SoyWe Widalimon
Signature: Date: OS/11/19
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If "Category A;" save to [I:\MEA\Historical Resources\Category A Admin Catex).

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Revised Revised Cal. P.U.C. Sheet No. Cal. P.U.C. Sheet No.

32037-E* 26478-E

Electric Sample Form No. 79-973

Generating Facility Interconnection Agreement For Non-Export Generating Facilities

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Please Refer to Attached Sample Form

Advice Letter No: Decision No.

4110-E 12-09-018 Issued by **Brian K. Cherry**Vice President
Regulatory Relations

Date Filed Effective Resolution No.

September 20, 2012 September 20, 2012



WE DELIVER ENERGY.™

PG&E GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NONEXPORT GENERATING FACILITIES

(Agree City & Electric referre	ment) County of Compa d to in the promise	is entered into by and between of San Francisco, a governmental agency (Producer), and Pacific Gas and any (PG&E) a California Corporation. Producer and PG&E are sometimes also his Agreement jointly as "Parties" or individually as "Party." In consideration of the sea and obligations stated in this Agreement and its attachments, the Parties agree as
1.	SCOPE	E AND PURPOSE
	Genera connec Genera Code (Agreement provides for Producer to interconnect and operate a Non-Exporting Facility in parallel with PG&E's Distribution System to serve the electrical loads ted to the electric service account that PG&E uses to interconnect Producer's string Facility (or, where permitted under Section 218 of the California Public Utilities PUC), the electric loads of an on-site or neighboring party lawfully connected to er's Generating Facility through Producer's circuits).
2.	SUMM	ARY 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: 30S123447 (Assigned by PG&E).
	2.3	Producer's electric service account number: 4734612089 (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: City & County of San Francisco (Davies Symphony Hall) Address: 201 Van Ness Ave @ Grove St City/Zip Code: San Francisco, CA 94102
-	2.5	The Gross Nameplate Rating of the Generating Facility is: 165.6 kW.
	2.6	The Net Nameplate Rating of the Generating Facility is 163.9 kW.
	2.7	The expected annual energy production of the Generating Facility is $\frac{230,000}{}$ 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 Odoes / Odoes 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 FOR NON-EXPORT GENERATING FACILITIES

2.9 The Generating Facility's expected date of Initial Operation is December 20, 2013. The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

- 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 C.

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 FOR NON-EXPORT GENERATING FACILITIES

- (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.
- 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

- 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.
- 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

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PALIFIC GAS AND ELECTRIC COMPAIL.

GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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.
- 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.
- 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

GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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."

- 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.

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GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

- 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 via email or fax to the following:

Pacific Gas and Electric Company c/o EXIGIS LLC support@exigis.com
Fax: 646-755-3327

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: Generation Interconnection Services- Contract

Management 245 Market Street Mail Code N7L

San Francisco, California 94105-1702

If to Producer: Producer Name: City & County of San Francisco

Address: 201 Van Ness Ave.
City: San Francisco. CA 94102

Phone: () 415-544-1537

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

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GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

numbers may be communicated or revised by one Party's Notice to the other.

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 request6ed 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.

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
 - 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.
 - 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.
 - 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.

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GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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.

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 C	PACIFIC GAS AND ELECTRIC COMPANY				
Ву:	Ву:	·				
Name:	Name:	Kevin Galvin				
Title:	Title:	Supervisor, Electric Generation Interconnection				
Date:	Date:	<i>y</i>				

GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES PACIFIC GAS AND ELECTRIC COMPANY

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

Automated Document, Preliminary Statement Part A

Page 9 of 11 Form 79-973 Advice 4110-E Revised September 2012

GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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.)

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GENERATING FACILITY INTERCONNECTION AGREEMENT FOR NON-EXPORT GENERATING FACILITIES

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

Page 11 of 11 Form 79-973 Advice 4110-E Revised September 2012

[Solar Power Projects Long Term Interconnection Agreements.]

Resolution authorizing the San Francisco Public Utilities Commission General Manager to enter into long term interconnection agreements for photovoltaic power plants projects on City buildings, pursuant to San Francisco Charter Section 9.118.

WHEREAS, The San Francisco electorate in November 2001 adopted Propositions B and H, requiring the development and use of renewable energy on buildings owned by the City and County of San Francisco; and

WHEREAS, The San Francisco Public Utilities Commission (SFPUC) was given responsibility for implementing those renewable energy projects; and,

WHEREAS, The SFPUC has installed several photovoltaic power plant systems on City Buildings, including the Moscone Center, the Southeast Treatment Plant and the recycling facility at Pier 96; and

WHEREAS, the construction, or installation and operation agreements for these Projects were approved by the Board of Supervisors respectively in the following resolutions: Moscone Center, Resolution 621-02; Southeast Treatment Plant, Resolution 443-04; and Pier 96, Resolution 189-06; and

WHEREAS, The SFPUC has authorized and developed five additional projects that are nearing completion, including Chinatown Public Library, Maxine Hall Medical Center, City Distribution Division (CDD) Warehouse, North Point Treatment Plant and San Francisco International Alrport Terminal 3 rooftop (the Solar Projects); and

WHEREAS, On August 8, 2006, the SFPUC authorized a contract with Design-Build Solutions, Inc, the Power Enterprise funded agreement No. DB 112, Solar Photovoltaic Renewable Energy Plants, for turnkey design and construction of two solar photovoltaic

^{**}Supervisor Mirkarimi**
BOARD OF SUPERVISORS

renewable energy plants, for an amount not to exceed \$492,964.16 over the life of the Chinatown Branch Public Library and Maxine Hall Neighborhood Medical Center projects; and,

WHEREAS On Sentember 26, 2006, the SERLIC authorized a contract with Staller

WHEREAS, On September 26, 2006, the SFPUC authorized a contract with Stellar Energy Solutions, the Mayor's Energy Conservation Account-funded agreement No. DB-110-R, Photovoltaic Power Plants at CDD and North Point, to provide design, construction, and commissioning of a 86.75 kW photovoltaic system at City Distribution Division's warehouse and a 157 kW system at North Point Wet Weather Facility for an amount not to exceed \$2,968,434; and

WHEREAS, The Airport Commission awarded Airport Contract No. 8684, Terminal 3 Solar Power System to Bay Area Systems and Solutions, dba Bass Electric Company, in the amount of \$5,533,608.00 and approved an additional \$100,000.00 for Type I Modifications; and

WHEREAS, The SFPUC must enter into Generating Facility Interconnection Agreements (GFIAs) with Pacific Gas and Electric Company (PG&E) to interconnect and operate the Solar Projects in parallel with PG&E's Distribution System and to serve the electrical loads at the City buildings in question, and

WHEREAS, The GFIAs for the Solar Projects are based on a form agreement approved by the California Public Utilities Commission; and

WHEREAS, The term of the GFIAs for the Solar Projects is indefinite and hence exceeds ten (10) years, and thus is subject to approval by this Board of Supervisors pursuant to San Francisco Charter section 9.118; and

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

WHEREAS, It is to the City's benefit for the GFIAs to have indefinite terms since this allows the Solar Projects to remain interconnected indefinitely subject to the City's right to terminate the GFIAs and disconnect the Solar Projects for any reason, upon sixty days notice; and

WHEREAS, In order to qualify for financial incentives for each of the pending Solar Projects (with the exception of Chinatown Library, which is below the limit to qualify), the SFPUC must execute the GFIA for each of the projects by certain deadlines to provide PG&E with Proof of Authorization to interconnect the solar systems; such dates being Maxine Hall (11/6/2007); City Distribution Division (11/8/2007); North Point (12/13/2007); and San Francisco International Airport (12/29/2007); and

WHEREAS, Because of time considerations related to obtaining a sizeable financial incentive, the SFPUC entered into a GFIA with PG&E for a solar project at Pier 96 with a term of 9 year 11 months; and

WHEREAS, The SFPUC desires to amend the GFIA for Pier 96 to extend the term to an indefinite term, subject to termination by the City for any reason, upon sixty days notice, consistent with the GFIAs for the Solar Projects; and

WHEREAS, The City Risk Manager has approved the Limitation of Liability language set forth in section 7 and the Insurance language set forth in section 8 of the GFIAs for the Solar Projects and for Pier 96; and

WHEREAS, The SFPUC may also be required by PG&E to enter into an Export Addendum (Uncompensated) to the GFIA to address the distribution of any unused energy produced by those projects (the Export Addendums), which addendums modify the GFIA and will remain in effect for the same term as the GFIA; and

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WHEREAS, A copy of the GFIAs for the Solar Projects, with the exception of the Chinatown Library project GFIA, which will be in substantially the same form as the other Solar Project GFIAs, and the form of the Export Addendums are on file with the Clerk of the Board of Supervisors in File No. 071295, which is hereby declared to be a part of this resolution as if set forth fully herein; and,

WHEREAS, This Board supports the use and development of renewable energy on City Buildings; now, therefore, be it

RESOLVED, That this Board of Supervisors authorizes the San Francisco Public Utilities Commission General Manager to enter into the GFIAs for the Solar Projects, and to amend the Pier 96 GFIA to extend the term to an indefinite term, and to enter into Export Addendums where required, pursuant to San Francisco Charter section 9.118.



City and County of San Francisco Tails

City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4689

Resolution

File Number:

071295

Date Passed:

Resolution authorizing the San Francisco Public Utilities Commission General Manager to enter into long term interconnection agreements for photovoltaic power plants projects on City buildings, pursuant to San Francisco Charter Section 9.118.

October 16, 2007 Board of Supervisors - ADOPTED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Chu, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

File No. 071295

I hereby certify that the foregoing Resolution was ADOPTED on October 16, 2007 by the Board of Supervisors of the City and County of San Francisco.

Angela (

10/22/2007

Date Approved

Mayor Gavin Newsom

of the Board

[Interconnection Agreements - Renewable Energy Generating Facilities]

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

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

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

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

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

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

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

SAN FRANCISCO PUBLIC UTILITIES COMMISSION BOARD OF SUPERVISORS

Page 1 9/26/2011

WHEREAS, The SFPUC must enter into Generating Facility Interconnection

Agreements (GFIAs) with Pacific Gas and Electric Company (PG&E) to interconnect and operate the Solar Projects and to serve the electrical loads at each facility; and

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

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

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

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

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

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

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

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

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

SAN FRANCISCO PUBLIC UTILITIES COMMISSION BOARD OF SUPERVISORS

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

SAN FRANCISCO PUBLIC UTILITIES COMMISSION BOARD OF SUPERVISORS



City and County of San Francisco **Tails**

City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4689

Resolution

File Number:

111023

Date Passed: October 18, 2011

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

October 12, 2011 Budget and Finance Committee - RECOMMENDED

October 18, 2011 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Mirkarimi and Wiener

File No. 111023

I hereby certify that the foregoing Resolution was ADOPTED on 10/18/2011 by the Board of Supervisors of the City and County of San Francisco.

> Angela Calvillo Clerk of the Board

Mayor Edwin Lee

[Agreement with Pacific Gas and Electric Company to Connect a Solar Power Project]

Resolution pursuant to San Francisco Charter Section 9.118(b) authorizing the San Francisco Public Utilities Commission General Manager to enter into a long term interconnection agreement with Pacific Gas and Electric Company for a solar power project at the Alvarado Elementary School.

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

WHEREAS, In Resolution No. 124-12, the Board of Supervisors approved a Master License Agreement between the SFPUC and the San Francisco Unified School District (SFUSD) authorizing the SFPUC to install and maintain solar power projects on certain SFUSD buildings that the SFPUC and SFUSD mutually agree are suitable for such use; and

WHEREAS, The SFPUC and SFUSD have agreed that the first solar power project under the Master License Agreement would be developed and installed at the Alvarado Elementary School (the Project); and

WHEREAS, Funding for the Project was included in the SFPUC's capital plan for small renewable energy projects; and

WHEREAS, The SFPUC has nearly completed the construction and installation of the Project, and expects that it may begin generating electricity in September 2012; and

WHEREAS, In a determination dated June 12, 2012, the City and County of San Francisco Planning Department found that the Project was categorically exempt from environmental review under the California Environmental Quality Act; and

Supervisor Wiener BOARD OF SUPERVISORS

WHEREAS, The SFPUC must enter into a Generating Facility Interconnection

Agreement (Agreement) with Pacific Gas and Electric Company (PG&E) to interconnect the

Project to the electrical grid; and

WHEREAS, The Agreement is based on a PG&E form agreement approved by the California Public Utilities Commission that is not subject to negotiation; and

WHEREAS, The term of the Agreement is commensurate with the useful life of the Project in order to ensure that the Project can remain interconnected to PG&E's electrical system for its useful life, which is expected to exceed ten (10) years; and

WHEREAS, The Agreement is subject to approval by the Board of Supervisors, pursuant to San Francisco Charter section 9.118(b), because the term of the Agreement is likely to exceed ten (10) years; and

WHEREAS, The Agreement is subject to termination by the City for any reason upon sixty (60) days notice; and

WHEREAS, The City Attorney has approved the limitation of liability language set forth in section 7 of the Agreement; and

WHEREAS, The City's Risk Manager has approved the insurance language set forth in section 8 of the Agreement; and

WHEREAS, The terms and conditions of the Agreement do not require the payment of any fees or costs to PG&E from the SFPUC; and

WHEREAS, A copy of the Agreement is on file with the Clerk of the Board of Supervisors in File No. 120938, which is hereby declared to be a part of this resolution as if set forth fully herein; and

WHEREAS, The Board of Supervisors recommends that, in connection with the Project, the SFPUC work with the SFUSD to develop educational materials to instruct the

students of Alvarado Elementary School about renewable energy and the solar power facility located at their school, now, therefore, be it

RESOLVED, That the Board of Supervisors supports and encourages the use and development of renewable energy within the City and County of San Francisco, including by installing solar power projects on buildings owned by the San Francisco Unified School District and instructing students at those schools about the benefits of renewable energy; and, be it

FURTHER RESOLVED, That the Board of Supervisors, pursuant to San Francisco Charter section 9.118(b), authorizes the San Francisco Public Utilities Commission General Manager to enter into a Generating Facility Interconnection Agreement with Pacific Gas and Electric Company for the solar power project installed at the Alvarado Elementary School.



City and County of San Francisco **Tails**

1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4689

Resolution

120938 File Number:

Date Passed: October 16, 2012

Resolution authorizing the San Francisco Public Utilities Commission General Manager to enter into a long term interconnection agreement with Pacific Gas and Electric Company for a solar power project at the Alvarado Elementary School pursuant to San Francisco Charter Section 9.118(b).

October 03, 2012 Budget and Finance Committee - RECOMMENDED

October 16, 2012 Board of Supervisors - ADOPTED

Ayes: 11 - Avalos, Campos, Chiu, Chu, Cohen, Elsbernd, Farrell, Kim, Mar, Olague and Wiener

File No. 120938

I hereby certify that the foregoing Resolution was ADOPTED on 10/16/2012 by the Board of Supervisors of the City and County of San Francisco.

> Angela Calvillo Clerk of the Board

Date Approved

[Interconnection Agreement - Pacific Gas and Electric Company - Solar Power Project - 700 Pennsylvania Avenue]

Resolution authorizing the Public Utilities Commission's General Manager to enter into a long term interconnection agreement with Pacific Gas and Electric Company, to commence following Board approval, for a Solar Power Project at the Municipal Transportation Agency building located 700 Pennsylvania Avenue, pursuant to Charter, Section 9.118(b).

WHEREAS, The San Francisco Public Utilities Commission (PUC) is responsible for development of renewable energy generating facilities for the City and County of San Francisco (City); and

WHEREAS, On March 30, 2009, the PUC and the San Francisco Municipal Transportation Agency (MTA) entered into a Memorandum of Understanding providing for installation and operation of an on-site solar photovoltaic system to be owned by the PUC at the MTA facility at 700 Pennsylvania Avenue, San Francisco, California (the Project); and

WHEREAS, On June 18, 2013, the PUC and the San Francisco Department of Public Works (DPW) entered a letter agreement providing for DPW to act as general contractor for the construction of the Project; and

WHEREAS, Funding for the Project was included in the PUC's capital budget for renewable energy projects; and

WHEREAS, DPW has completed the construction of the Project, and expects that it may begin generating electricity in mid-October, upon execution of an interconnection agreement with Pacific Gas and Electric Company (PG&E); and

Public Utilities Commission BOARD OF SUPERVISORS

Page 1 9/19/2013

WHEREAS, In a determination dated July 15, 2008, the City of County of San Francisco Planning Department found that the Project was categorically exempt from environmental review under the California Environmental Quality Act; and

WHEREAS, The City must enter into a Generating Facility Interconnection Agreement (Agreement) with PG&E to interconnect the Project to the electrical grid; and

WHEREAS, In Resolutions 554-07, 441-11, and 374-12, the Board of Supervisors approved similar interconnection agreements for other City on-site solar photovoltaic systems; and

WHEREAS, The term of the Agreement is of an indefinite duration in order to ensure that the Project can remain interconnected to PG&E's electrical system for its useful life, which is expected to exceed ten (10) years; and

WHEREAS, The Agreement is subject to termination by the City for any reason upon sixty (60) days notice; and

WHEREAS, The City Attorney has approved the limitation of liability language set forth in section 7 of the Agreement; and

WHEREAS, The City's Risk Manager has approved the insurance language set forth in section 8 of the Agreement and has provided to PG&E a letter certifying that the City is self-insured and describing the terms of the City's self insurance program; and

WHEREAS, The terms and conditions of the Agreement do not require the payment of any fees or costs by the City to PG&E; and

WHEREAS, A copy of the Agreement is on file with the Clerk of the Board of Supervisors in File No. 130856, which is hereby declared to be a part of this motion as if set forth fully herein; now, therefore, be it

RESOLVED, That the Board of Supervisors authorizes the San Francisco Public Utilities Commission General Manager to enter into the Agreement with Pacific Gas and

Public Utilities Commission BOARD OF SUPERVISORS

Page 2 9/19/2013

Electric Company for interconnection of the Project at the San Francisco Municipal Transportation Agency building at 700 Pennsylvania Avenue, pursuant to San Francisco Charter section 9.118(b), and, be it

FURTHER RESOLVED, That within thirty (30) days of the agreement being fully executed by all parties, the General Manager of the San Francisco Public Utilities

Commission shall provide the final agreement to the Clerk of the Board for inclusion into the official file.



City and County of San Francisco **Tails**

City Hall 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102-4689

Resolution

File Number:

130856

Date Passed: October 22, 2013

Resolution authorizing the Public Utilities Commission's General Manager to enter into a long term interconnection agreement with Pacific Gas and Electric Company, to commence following Board approval, for a Solar Power Project at the Municipal Transportation Agency building located 700 Pennsylvania Avenue, pursuant to Charter, Section 9.118(b).

October 09, 2013 Budget and Finance Committee - RECOMMENDED

October 22, 2013 Board of Supervisors - ADOPTED

Ayes: 9 - Avalos, Breed, Campos, Chiu, Cohen, Farrell, Mar, Tang and Yee Excused: 2 - Kim and Wiener

File No. 130856

I hereby certify that the foregoing Resolution was ADOPTED on 10/22/2013 by the Board of Supervisors of the City and County of San Francisco.

> Angela Calvillo Clerk of the Board

Date Approved

Wong, Linda (BOS)

From:

Hagan, Erin [EHagan@sfwater.org]

Sent:

Thursday, December 19, 2013 3:38 PM

To:

Wong, Linda (BOS)

Cc:

Young, Victor, Kowalczyk, Forrest (Ben)

Subject:

RE: Request for documents - BOS File No. 131172 - Solar Power Project (201 Van Ness)

Attachments:

Fw: insurance; consequential damages

Hi Linda,

Please see the two attached emails from our city attorney addressing the additional documentation you requested. Please confirm that this communication sufficiently addresses your requests.

Thanks, Erin

Erin Hagan

Policy and Government Affairs Manager San Francisco Public Utilities Commission

Office: 415-554-0706 Cell: 415-535-3542

From: Wong, Linda (BOS) [mailto:linda.wong@sfgov.org]

Sent: Wednesday, December 18, 2013 4:04 PM

To: Hagan, Erin **Cc:** Young, Victor

Subject: FW: Request for documents - BOS File No. 131172 - Solar Power Project (201 Van Ness)

Hi Erin,

I have confirmed with Victor Young in our office that we do need the Risk Manager's approval on the issuance language set forth in section 8 of the Agreement.

Please provide confirmation from the Risk Manager (via email or memo) stating they have approved section 8 of the Agreement or amend the legislation to remove the reference.

"WHEREAS, San Francisco's Risk Manager has approved the insurance language set forth in section 8 of the Agreement and has provided to PG&E a letter certifying that San Francisco is self-insured and described the terms of the City's self insurance program; and"

Please feel free to contact me if you have any questions.

Sincerely, Linda Wong From: Wong, Linda (BOS)

Sent: Wednesday, December 18, 2013 10:34 AM

To: Hagan, Erin Cc: Young, Victor

Subject: Request for documents - BOS File No. 131172 - Solar Power Project (201 Van Ness)

Hi Erin,

On page 2 of the proposed Resolution regarding the subject matter referenced above states that the City Attorney approved the limitation of liability language in section 7 of the Agreement and the Risk Manager approved the insurance language in section 8 of the Agreement.

Please provide a copy these documents referenced in the Resolution.

Thank you in advance.

Sincerely,

Linda Wong
Board of Supervisors/ SF LAFCo
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244
San Francisco, CA 94102-4689
Phone: 415.554.7719 | Fax: (415) 554-5163
<u>Linda.Wong@sfgov.org</u> | www.sfbos.org

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Wong, Linda (BOS)

From:

Jeanne Sole [Jeanne.Sole@sfgov.org]

Sent:

Thursday, December 19, 2013 12:46 PM

To: Subject:

Hagan, Erin Fw: insurance

Erin, the email from the risk manager.

Jeanne M. Solé
Deputy City Attorney
City and County of San Francisco
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlet Place
San Francisco, CA 94102-4682
(415) 554-4619

---- Forwarded by Jeanne Sole/CTYATT on 12/19/2013 12:44 PM ----

From: To: Cc: "Hua, Bensonⁱⁱ <BHua@sfwater.org>
"Sole, Jeanne" <Jeanne.Sole@sfgov.org>,
"Seidel, Jamie" <JSeidel@sfwater.org>

Date: 11/15/2013 01:02 PM Subject: RE: insurance

Hi,

Thank you for providing the details. The requirements should be sufficient unless there were materials changes in risks and exposures after our work in Aug/Sept.

Benson

Benson Hua, ARM
Sr. Risk Analyst
San Francisco Public Utilities Commission
Assurance and Internal Controls I Enterprise Risk Management
525 Golden Gate Avenue, 4th Floor
San Francisco, CA 94102
tel: (415) 551-4571 / email: bhua@sfwater.org

From: Jeanne Sole [mailto:Jeanne.Sole@sfgov.org] **Sent:** Wednesday, November 13, 2013 2:37 PM

To: Hua, Benson

Cc: Seidel, Jamie; alex.martin9430@gmail.com

Subject: insurance

Hi Benson:

The SFPUC is seeking to enter into another interconnection agreement with PG&E for a solar project at Davis Symphony Hall. Like the agreement you reviewed on 9/5, the insurance requirements of the agreement are as follows (the agreement is attached FYI). Please let us know if these insurance provisions are acceptable. Thank you.

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."

- 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 selfinsurance 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 via email or fax to the following:

Pacific Gas and Electric Company c/o EXIGIS LLC support@exigis.com

Fax: 646-755-3327

Jeanne M. Solé
Deputy City Attorney
City and County of San Francisco
Office of the City Attorney
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San Francisco, CA 94102-4682 (415) 554-4619

Wong, Linda (BOS)

From: Sent:

Jeanne Sole [Jeanne.Sole@sfgov.org] Thursday, December 19, 2013 12:52 PM

ro: Hagan, Erin

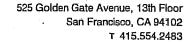
To: Cc:

Mueller, Theresa

Subject: Attachments: consequential damages Waiver Conseq Damages -- 2013.11.06.pdf

Erin, here is the memo from the SFPUC on consequential damages. The Municipal Code does not require the City Attorney to sign these memos, and it is not office policy to do so. In any event, the second email from Linda references a need for evidence of the Risk Manager approval only.

Jeanne M. Solé
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November 6, 2013

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TO:

Dennis Herrera

Office of the City Attorney

FROM:

Barbara Hale Assistant General Manager

Power Enterprise – San Francisco PUC

SUBJECT:

Davies Symphony Hall - Solar Electric Project

PG&E Interconnection Agreement (Waiver of Consequential Damages)

San Francisco PUC – Power Enterprise would like to enter into an Interconnection Agreement with Pacific Gas & Electric for a solar electric project located at Davies Symphony Hall, 201 Van Ness Avenue. Form 79-973 Generating Facility Interconnection Agreement (GFIA) is a standard agreement signed between PG&E and any solar photovoltaic generating facility that is interconnecting with PG&E's distribution system.

Section 7 addresses limitation of liability as follows:

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.

Power Enterprise recommends that the City accept these terms in the GFIA since the Davies Symphony Hall Solar Electric Project will help in achieving the City's solar electric development goals and continue to reduce San Francisco's greenhouse gas emissions. Additionally, the waiver will not create undue risk of damages to the City as the solar projects utilize safe and reliable inverter based photovoltaic technology.

APPROVED:

Dennis Herrera City Attorney

Ву:_____

[Name of Deputy] Deputy City Attorney Edwin M. Lee Mayor

Vince Courtney President

Ann Moller Caen Vice President

Francesca Vietor Commissioner

> Anson Moran Commissioner

Art Torres Commissioner

Harlan L. Kelly, Jr. General Manager



Francisco, CA 94102 T 415.554.3155 F 415.554.3161

TTY 415.554.3488



RECEIVED
BOARD OF SUPERVISORS
SAN FRAMCISOQ

2010 MOV 25 AM 10: 07

TO:

Angela Calvillo, Clerk of the Board

ZHB

FROM:

Erin Hagan, Policy and Government Affairs Manager

DATE:

November 22, 2013

SUBJECT:

Agreement with Pacific Gas and Electric Company to

Connect a Solar Power Project

Attached please find an original and two copies of a proposed resolution authorizing the San Francisco Public Utilities Commission General Manager to enter into a long term interconnection agreement with Pacific Gas and Electric Company for a solar power project at Davies Symphony Hall, 201 Van Ness Avenue.

The following is a list of accompanying documents (3 sets):

- 1. Board of Supervisors Resolution
- 2. Memorandum of Understanding Between SFPUC and the San Francisco War Memorial and Performing Arts Center
- 3. Letter of Agreement Between SFPUC and DPW/BBR
- 4. CEQA Exemption Determination
- 5. Generating Facility Interconnection Agreement with PG&E
- 6. Board of Supervisors Resolution No. 554-07
- 7. Board of Supervisors Resolution No. 441-11
- 8. Board of Supervisors Resolution No. 374-12
- 9. Board of Supervisors Resolution No. 371-13
- 10. Self-Insurance Letter to PG&E

Please contact Erin Hagan at 554-0706 if you need any additional information on these items.

Edwin M. Lee Mayor

Vince Courtney President

Ann Moller Caen Vice President

Francesca Vietor

Anson Moran

Commissioner

Art Torres Commissioner

Harlan L. Kelly, Jr. General Manar

