Notice is hereby given to all prospective bidders that plans and specifications on the subject project are modified as hereinafter set forth. This Addendum shall be attached to and form a part of the plans and specifications. All bidders must acknowledge receipt of this addendum on the Bid Form. In case of difference with previous addenda or communications, this addendum takes precedence.

It is the responsibility of all bidders to notify all subcontractors from whom they request bids and from whom they accept bids of all changes contained in this addendum.

PROJECT MANUAL

1. Item No. PM-1
Reference: 00100- Notice to Contractors Calling for Bids
Description: Change the Date and Time for Submittal of Bid Proposal to February 18, 2015, 2:00 P.M. at 135 Van Ness Avenue lobby, San Francisco, California.

2. Item No. PM-2
Reference: 00400 – Bid Form
Description: Revise the previously issued Bid Form with the attached Bid Form. Revisions have been made regarding the unit pricing.

3. Item No. PM-3
Reference: 01010 – Summary of Work
Description: In paragraph 1.9- District Furnished Products, delete the Solar Lighting System as a District furnished item. The contractor will be responsible for furnishing and installing the solar lighting system as indicated below under the electrical addendum items.

4. Item No. PM-4
Reference: 01140- Work Restrictions
Description: The area of work shown on the contract documents is diagrammatic and may not include extent of work required for utility connections, etc. Any work that is required beyond the area of work indicated must be coordinated, both in schedule and extent, with the District Project Manager prior to execution of the work.
5. Item No. PM-5  
Reference: 01210- Allowance, Part 3-Execution  
Description: Revise the Schedule of Allowances 3.3A to read, “Allowance No.1. Provide a $15,000.00 (Fifteen thousand dollars) lump sum allowance to provide security cameras and associated wiring and equipment within the new classroom buildings to connect to the security camera systems in the main academic building.” This sum is to be included in the Bid Form.

6. Item No. PM-6  
Reference: 01310- Project Meetings  
Description:
   a. Revise paragraph 1.6A.2 to read, “Agenda: Meetings will be chaired by the District and recorded by the Contractor in a format consistent with the project management system (PMS) described in the contract documents. Prior to final issuance, the Contractor shall distribute among all parties and incorporate final comments from the parties before issuing the record minutes no later than 72 hours after the progress meeting. The final record minutes will be reviewed at the next progress meeting for accuracy.”
   b. The agenda will remain as described in this paragraph except item 2 (d) will be revised to state, “The contractor is to provide a three week schedule of the upcoming construction for review.”

7. Item No. PM-7  
Reference: 055000, Section 2.5- Downspouts  
Description: This is to clarify that ALL typical round downspouts are to be cast iron as described in this section and painted per the paint schedule in section 09 91 00. All open faced downspouts, indicated on Building 2, are to be hot dipped galvanized steel and as described in the contract documents. These downspouts are to be painted per section 09 91 00.

8. Item No. PM-8  
Reference: 087100- Door Hardware  
Description: Delete the hardware group for portable buildings. The contractor shall be responsible to rekey the locksets supplied by the building manufacturer at all the new relocatable buildings provide in Phase 1 on the basketball court. The contractor is to rekey the inside and outside cylinders to be consistent with the new classroom building classrooms.

9. Item No. PM-9  
Reference: 075423- Thermoplastic Polyolefin Roofing  
Description: The contractor will be required to provide TPO splash blocks at all downspouts from the (3) three mechanical monitors that discharge to the roof.

DRAWINGS

1. Item No. AD1-1  
Reference: DRAWING G0.01, COVER SHEET  
Description: Delete sheet M2.21- HVAC 3D Views from the Sheet Index since it is not part of the contract documents.
2. Item No. AD1-2  
**Reference:** DRAWING C2.04, GRADING PLAN  
**Description:** Revise the grades at the Bio-retention area to the ones indicated on attached sheet AD1-C1. Note that the bottom area is to be 688 SF minimum.

3. Item No. AD1-3  
**Reference:** DRAWING C3.01, DETAILS  
**Description:**  
b. Replace detail 15/C3.01- Bioretention Planter Section with detail 15 on attached sheet AD1-C3.  
c. Replace detail 16/C3.01 with detail 16 on attached sheet AD1-C2.

4. Item No. AD1-4  
**Reference:** DRAWING C3.02, DETAILS  
**Description:**  
a. Replace detail 3/C3.02- Permeable Pavement with detail 3 on attached sheet AD1-C3.  
b. Replace detail 4/C3.02- Pavers Section with the detail on attached sheet AD1-C2.  
c. Add detail 10/C3.02- Permeable Pavers as shown on attached sheet AD1-C3.

5. Item No. AD1-5  
**Reference:** DRAWING A1.01, PHASE 1 – INTERIM HOUSING PLAN  
**Description:** This is to clarify that the contractor will be required to repair the existing asphalt drive back to the existing condition and provide a slurry seal over the full extent of the existing asphalt at the end of the construction duration at the following locations:  
a. Existing Fire Access Roadway as shown on sheet A1.01.  
b. The existing asphalt driveway to the staging area from Lake Merced Blvd to the existing chain link fence and gate to the staging parking lot north of the New Classroom Buildings as shown on sheet A1.01.

6. Item No. AD1-6  
**Reference:** DRAWING A1.02, PHASE 1 – INTERIM HOUSING PLAN  
**Description:** The contractor will be required to provide a 40 cubic yard dumpster at the existing relocatable site to the north of the fire lane for District use. At the end of Phase 1, the contractor will be required to off-haul the debris and the dumpster.

7. Item No. AD1-7  
**Reference:** DRAWING A2.01A, FLOOR PLAN AREA A  
**Description:** Refer to attached sheet AD1-A1 for the added partition type references. All other information on the bid documents remains part of the contract documents.

8. Item No. AD1-8  
**Reference:** DRAWING A2.01B, FLOOR PLAN AREA B  
**Description:** Refer to attached sheet AD1-A2 for the added partition type references. All other information on the bid documents remains part of the contract documents.

9. Item No. AD1-9  
**Reference:** DRAWING A2.05, DOOR & OPENING SCHEDULE  
**Description:** Change the hardware group for Door 105A from 05 to 03.
10. Item No. AD1-10  
Reference: DRAWING S0.01, GENERAL NOTES  
Description: Revise the seismic coefficients to reflect the REDUCED design parameters from Langan’s “Response to CGS Review Comments”, an amendment to the geotechnical report, dated July 15, 2014. In the Structural Design Criteria, under Lateral Design Criteria/Seismic, make the following revisions:

a. Revise the Site Criteria to be “SS=1.884, S1=1.650, SDS=1.256, SD1=1.650, SITE CLASS: D”
b. Under Building 1 Criteria, revise the value of Cs under Analysis Criteria to 0.19
c. Under Building 2 Criteria, revise the value of Cs under Analysis Criteria to 0.15

11. Item No. AD1-11  
Reference: DRAWING S0.1, GENERAL NOTES  
Description: Structural Design Criteria, Soil Design Criteria, Spread Foundations. Revise the text beginning with “ALLOWABLE PASSIVE PRESSURE = 275 PCF” to read “ALLOWABLE PASSIVE PRESSURE = 275 PCF (IGNORE TOP 1 FT OF SOIL NOT CONFINED BY SLAB/PAVING)”.

12. Item No. AD1-12  
Reference: DRAWING S2.01, FOUNDATION NOTES  
Description: Add the following note, “The contractor is to refer to the Geotechnical Report and Addendum #1 to the Geotechnical Report for soil improvement requirements prior to the construction of footings.”

13. Item No. AD1-13  
Reference: DRAWING E1.01, ELECTRICAL SITE PLAN, SHEET NOTES  
Description: Change Note #4 to read, “(4) 2”C (low voltage) and (1) 2 ½” C (power).”

14. Item No. AD1-14  
Reference: DRAWING E5.02, ELECTRICAL SCHEDULES, LIGHTING FIXTURE 
SCHEDULE  
Description: Fixture “H”, Solar Street Lights USA, The contractor will be required to provide the attached “Solar Street Lights USA solar light assembly at the (5) five locations indicated on the electrical site plan as fixture ‘H’” Revise the description of the Solar fixture system to include all the components included on the Solar Street Lights USA materials list inclusive of the pole and footing. The pole footing is to be per detail 6/E5.04. The two front entrance lamps along Eucalyptus are to be two 60 watt LED lamps per fixture and the three West parking lot fixtures are to be two 85 watt LED lamps per fixture. Refer to the attached cut sheets and literature from “Solar Street Lights USA” for the solar power light components, solar light section, and limited warranty requirements for the system to be provided by the contractor.
RFI RESPONSES

**Question #1:** HM-2 note L-2 reads that the contractor demolition should test demolished pile debris. Before haul away for proper disposal, testing should be TTLC & STLC waste characterization. Typically when this is part of the bid documents there is an allowance for this bid item in case waste do not pass TTLC & STLC and demolition debris of portables have to be disposed of as lead containing waste. How do the demo contractor bid this item if we do not know if is going to pass the test and be general construction debris or be lead waste?

**Response:** The Note L-2 does not refer to testing the debris pile. Note L-2 refers to the primary waste streams identified in Attachment ‘J’ to Specification Section 01011 for which initial lead testing of the paint coating systems on the primary waste streams had been performed. A copy of the table (revised) is attached. All the paint coating systems on the primary waste streams exhibited total lead below the 100 mg/kg method detection limit. Consequently, the materials will only require testing if landfill selected for disposal requires additional waste characterization. Otherwise, the materials can be disposed as construction debris.

**Question #2:** Hazmat drawing note A-4 reads, remove “suspected” asbestos containing vapor barrier where present under exterior wood siding of portables?? Material is only suspected to be under wood siding of portables, removing by hand portions of wood siding from all 4 sides of all portables seams lot of labor, if vapor barrier is encountered under exterior wood siding of portables could that be considered as alternate work? Can it be on bid documents as add alternate per price unit?

**Response:** The two suspect materials may or may not be present. Demolition work to determine the presence of these two materials could not be performed while the portables were occupied.

The contractor is to include the following in the base bid scope:

a. Necessary demolition to be performed during the mobilization phase of the project to determine if the suspect vapor barrier and gap caulking materials are present and, if found, will be tested for asbestos.

b. Assume that the vapor barrier is an ACM which will require the exterior siding to be removed from each portable scheduled for demolition. Assume that the vapor barrier will be friable. The work shall be performed as Class II Work (friable). The siding removal and vapor barrier removal work shall be done inside a containment. Work practices for Class II work are detailed in Specification Section 02080, Asbestos Abatement.

c. Assume that the gap caulking is an ACM. Limits of the Gap Caulking will be determined during the initial demolition. Assume gap caulking to be present between Portables T-19, T-20 and T-21 and between Portables T-22 and T-23 (only portables that are ganged together. Gap caulking should not be present on separate portables). Assume that the gap caulking can be removed intact. The work shall be performed as Class II Work. The gap caulking work shall be performed using Class II work practices and wet method. Work practices for Class II work (friable) are detailed in Specification Section 02080, Asbestos Abatement.
**Question #3:** Sheet A2.06- Storefront and Curtain Wall Schedule. The elevations for ‘A’ and ‘C’ seem to leave out most of if not all of the pictured system and the measurements for the width. Additionally, elevations ‘D’ and ‘E’ don’t have the width of the full assembly either. Please provide clarity on the dimensions of those three elevations.

**Response:** Refer to the attached sheets AD1-A3 thru AD1-A6 for the additional information related to storefront elevations ‘A’, ‘C’, ‘D’ and ‘E’.

**Question #4:** The security symbols shown on the drawings do not match the symbols shown in the Legend. Is the security system completely designed or is there missing devices? Please clarify our scope of work for the security system. Are we to provide a complete turn key system or just rough-in for what is shown in the drawings?

**Response:** The contractor is to provide a complete intrusion alarm system as described in the specifications and as shown on the drawings. Change the symbol for the motion detectors on the Legend from “M” to “MS” for sheets E4.01A and E4.01B. The symbol for the motion detectors on E4.01C is “MD”.

**END OF ADDENDUM ITEMS**

**ATTACHMENTS:**

**Sections:**
- Bid Form 2 Pages
- Section 01011- Attachment ‘J’ 1 Page

**Drawings:**
- AD1-C1 1 Page
- AD1-C2 1 Page
- AD1-C3 1 Page
- AD1-A1 1 Page
- AD1-A2 1 Page
- AD1-A3 1 Page
- AD1-A4 1 Page
- AD1-A5 1 Page
- AD1-A6 1 Page
- Solar Street Lights sheets 7 Pages
To the San Francisco Unified School District, Facilities, Design and Construction Department, 135 Van Ness Avenue, San Francisco, CA 94102. San Francisco Unified School District will date/time stamp each bid upon receipt at main lobby reception desk. Bid proposal must be received and time stamped by: February 18, 2015, 2:00 P.M. Bid for:

Project: Lowell High School New Classroom Building
1101 Eucalyptus Drive
San Francisco, Ca. 94132

The undersigned hereby declares that he has fully investigated the existing conditions at the Project site and carefully examined all of the Contract Documents as prepared by Lionakis.

The undersigned has examined all Bidding Documents and the site for the above Project and agrees to furnish and pay for all labor, material, equipment, plant, appurtenances, services, sales, consumer and use taxes required by law, and including utilities and transportation required to complete this Project according to all the requirements of the Contract Documents, including all addenda, at and for the price(s) stated below regardless of any increase in wage scales or material prices. The Contractor in submitting its bid guarantees the following prices for Ninety (90) calendar days.

BASE BID

<table>
<thead>
<tr>
<th>Price in Words</th>
<th>$</th>
<th>Price in Figures</th>
</tr>
</thead>
</table>

Add/Delete the number of Alternates below to be in agreement with Project specific data.

ALLOWANCE NO. 1 — Provide a $15,000.00 (Fifteen Thousand dollars) lump sum allowance to provide security cameras and associated wiring within the new classroom buildings to connect to the security camera systems in the main Academic Building.

TOTAL BASE BID = BASE BID + ALLOWANCE NO. 1.

<table>
<thead>
<tr>
<th>Price in Words</th>
<th>$</th>
<th>Price in Figures</th>
</tr>
</thead>
</table>
UNIT PRICE NO. 1 – The contractor is to provide a unit price for the compaction grouting described in specification section 31 43 16 Compaction Grouting. The cost for compaction grouting should be based on the volume of grout required to meet the performance criteria included in the 28 March 2014 report by Langan Treadwell Rollo (LTR); Compaction Grouting Specification Section 31 43 16; and response to CGS’s review comment 20 per LTR 15 July 2014 letter. Limits of compaction grouting should be per Figure 6 of LTR response to CG review comments dated 15 July 2014.

LTR will perform a supplemental field investigation to confirm the lateral extent of the compaction grouting area. A unit price per injection point should be included by the compaction grouting contractor to allow reduction/increase in total fee if the supplemental testing indicated reduction/increase in the area that requires improvement.

Unit price is to be $______ per injection point based on improvement area presented on Figure 6 of LTR responses to CGS.

An additional unit price $_____ per injection point should be included for reduction/increase for the area that requires improvement, as determined by the supplemental field investigation.

Acknowledge receipt of Addenda Nos. ____________________________________________

(Company) (Signature of Bidder)

(Contractor License Number) (Printed Name)

(License Expiration date) (Title of Bidder)

(San Francisco Business Tax Certificate Number) (Business Address)

If a Corporation, incorporated
In the State of: __________________________

(Telephone Number)

(Fax number)

By ___________________________________________________________________________

(Officer)

(Printed name)

(Title)

END OF SECTION 00400
## Attachment J (Revised)
SFUSD Lowell High School - New Classroom Buildings
Lead Waste Characterization Summary

<table>
<thead>
<tr>
<th>Location</th>
<th>Functional Space</th>
<th>Component/Substrate</th>
<th>Paint Color</th>
<th>Highest Lead Concentrations in mg/kg or mg/cm²</th>
<th>Minimum Number of Samples for Component Waste Characterization</th>
<th>Waste Characterization tests</th>
</tr>
</thead>
<tbody>
<tr>
<td>Possible</td>
<td>Exterior</td>
<td>Exterior walls/wood</td>
<td>Blue</td>
<td>&lt;100 mg/kg</td>
<td>3</td>
<td>Wet Lead (STLC only), TCLP as necessary</td>
</tr>
<tr>
<td>Possible</td>
<td>Exterior</td>
<td>Exterior walls/wood</td>
<td>White</td>
<td>&lt;100 mg/kg</td>
<td>3</td>
<td>Wet Lead (STLC only), TCLP as necessary</td>
</tr>
<tr>
<td>Possible</td>
<td>Exterior</td>
<td>Exterior walls/wood</td>
<td>Brown</td>
<td>&lt;100 mg/kg</td>
<td>3</td>
<td>Wet Lead (STLC only), TCLP as necessary</td>
</tr>
<tr>
<td>Possible</td>
<td>Exterior</td>
<td>Window Frame/wood</td>
<td>Blue/white</td>
<td>&lt;100 mg/kg</td>
<td>3</td>
<td>Wet Lead (STLC only), TCLP as necessary</td>
</tr>
</tbody>
</table>

1. These materials may require additional waste characterization where required by the landfill for disposal. Initial waste characterization of the paint coating system on the primary lead containing waste streams exhibited lead at concentration less than 100 mg/kg. Additional waste characterization to be determined by the disposal facility. Where required, waste characterization shall include collection of full-depth (paint and

2. Run only for Wet and TCLP (if needed).

3. If Total lead is less than 50 ppm (construction debris) or greater than 1,000 ppm (Cal-Hau), Wet lead does not need to be performed. Run TCLP on bulk sample with paint coating issue on sample greater than 1,000 ppm to determine RCRA waste. If Total is between 50 ppm and 1,000 ppm, run Wet on separate sample. If Wet result is less than 5 mg/L, no further testing is required. If Wet is greater than or equal to 5 mg/L, run TCLP on separate sample to determine RCRA waste.
PROJECT
LOWELL HIGH SCHOOL NEW CLASSROOM BUILDINGS
1101 EUCLYPTUS DRIVE SAN FRANCISCO, CA 94132
DATE: 02/10/2015 PROJECT NO: 013236

AGENCY
DIV. OF THE STATE ARCHITECT

FILE NO. 38-H1
IDENTIFICATION STAMP
01-114310

REVISION
C-2.02
C-2.03
C-2.04
ADD #1 | AD1-C1

PAVEMENT PLAN
GRADING PLAN

1" = 10'

1. BIORETENTION AREA (BOTTOM AREA=688 SF MIN)
**CONSTRUCTION NOTES:**

1. AVOID COMPACTION OF EXISTING SUBGRADE BELOW BASIN.

2. SCARIFY SUBGRADE TO A DEPTH OF 6 INCHES (MIN) IMMEDIATELY PRIOR TO PLACEMENT OF GRANULAR MATERIAL AND BIORETENTION SOIL.

3. BIOTREATMENT SOIL LAYER SHALL ACHIEVE LONG-TERM, IN-PLACE INFILTRATION RATE OF 5 IN/HR MIN & 10 IN/HR MAX. SHALL SUPPORT VIGOROUS PLANT GROWTH AND SHALL CONSIST OF A UNIFORM MIX OF 62% - 70% CONSTRUCTION SAND AND 38% - 40% COMPOST, FREE OF STONE, STUMPS, ROOTS, OR SIMILAR OBJECTS AND FREE OF NOXIOUS WEEDS.

4. SAND SHALL BE FREE OF WOOD, WASTE, COATING SUCH AS CLAY, STONE DUST, CARBONATE, ETC. OR ANY OTHER SELECTIVE MATERIAL. ALL AGGREGATES PASSING THE NO. 200 SIEVE SIZE SHALL BE NONPLASTIC SAND SHALL COMPLY WITH ASTM C33 FOR AGGREGATE.

5. DRAIN ROCK LAYER SHALL CONSIST OF CLASS 2 PERMEABLE MATERIAL PER CALTRANS SPECIFICATION SECTION DB-4-1025.

### BIOTREATMENT BASIN

11

C3.01

NOT TO SCALE

### BIOTREATMENT PLANTER WITH UNDERDRAIN SECTION

16

C3.01

NOT TO SCALE

**CONSTRUCTION NOTES:**

1. FOR DEEP PAVEMENT SECTIONS, EDGE TREATMENT IS NOT REQUIRED TO EXTEND MORE THAN 12 INCHES BELOW WEARING COURSE PROVIDE REQUIREMENTS AT INTERFACE WITH IMPERMEABLE PAVEMENTS ARE SATISFIED.

2. REFER TO DETAIL 3/C3.02 FOR PERMEABLE PAVEMENT SECTION.
CONSTRUCTION NOTES:
1. AVOID COMPACTION OF EXISTING SUBGRADE BELOW PLANTER FOR INFILTRATION FACILITIES.
2. SCARIFY SUBGRADE TO A DEPTH OF 6 INCHES (MM) IMMEDIATELY PRIOR TO PLACEMENT OF GRAVEL STORAGE AND BIORETENTION SOIL.
3. ALL MATERIAL AND WORKMANSHIP FOR OVERFLOW STRUCTURES SHALL CONFORM TO APPLICABLE SAN FRANCISCO SSI CODES.

FIELD CHANGE:
FILE #:
APPL #:
REF SHT
DWG
REF TITLE
AGENCY
IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
AC
FLS
SS
DATE
PROJECT
DATE:
PROJECT NO:
REVISION
ADD #1
02/10/2015
38-H1
01-114310
C-3.01
C-3.02

MINIMUM MATERIAL THICKNESS (IN):

<table>
<thead>
<tr>
<th>LAYER</th>
<th>MATERIAL TYPE*</th>
<th>THICKNESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>PERMEABLE PAVEMENT (OPEN GRADED FRICTION COURSE)</td>
<td>5</td>
</tr>
<tr>
<td>B</td>
<td>GRAVEL BASE COURSE ASTM NO. 57</td>
<td>5</td>
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</table>

* MATERIAL FINER THAN NO. 100 SIEVE SHALL NOT EXCEED 2 PERCENT FOR ANY GRAVEL LAYER.

BIORETENTION PLANTER SECTION

MINIMUM MATERIAL THICKNESS (IN):

<table>
<thead>
<tr>
<th>LAYER</th>
<th>MATERIAL TYPE*</th>
<th>THICKNESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>PERMEABLE UNIT PAVING (DALTILE 12&quot;X12&quot; TERRA ANICA PORCELAIN PAVERS OR APPROVED EQUAL)</td>
<td>3 1/8</td>
</tr>
<tr>
<td>B</td>
<td>GRAVEL LEVELING COURSE ASTM NO. 8</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td>GRAVEL BASE COURSE ASTM NO. 57</td>
<td>6</td>
</tr>
</tbody>
</table>

* MATERIAL FINER THAN NO. 100 SIEVE SHALL NOT EXCEED 2 PERCENT FOR ANY GRAVEL LAYER.
ALUMINUM CURTAIN WALL SYSTEM
October 2, 2014

Project: Lowell HS

Design: 85 watt LED solar lighting with 4.5 days battery reserve.

Per each solar power light including:

1- battery enclosure
1- 24 ft overall galvanized steel light pole
1- 85 watt LED lamp 24 vdc
1- 6 ft lamp arm
3- 190 watt solar modules
4- 400 AH AGM solar batteries
1- solar light/charge controller
1- top of pole solar module mount
1- wiring harness
1- set fasteners
1- freight

_____________________________________________________________________

Design: 60 watt LED solar light with 4.5 days battery reserve

Per each including:

1- battery enclosure
1- 20 ft overall steel galvanized light pole
1- 60 watt LED lamp

169 Manufacturers Drive
Holland, Michigan 49424
phone: 616.399.6166
SOLAR
STREET LIGHTS USA
Engineers of world class quality solar street lights

1- 4 ft lamp arm
2- 140 watt solar modules
4- 250 AH batteries AGM type
1- solar light/charge controller
1- top of pole solar mount
1- wiring harness
1- set fasteners
1- freight

Notes:
Quote valid for 45 days
Lead time 4-6 weeks ARO

Submitted by:

Craig Brumels
Partner

169 Manufacturers Drive
Holland, Michigan 49424
phone: 616.399.6166
solar
- 622 x 31.8 x 1.4'
- Weight: 35 lbs each, 85 lbs total
- EP# 27.4

TPT
- Top of Pole / Post/47 Mounting Kit
- 75 lbs
- EP# 1.5

TENON

LIGHTING CONTROLLER

ALUMINUM BATTERY ENCLOSURE
- Built to NEMA 3R, Vented
- Padlock Hasp
- Panels with bolts

U-BOLT, GALVANIZED STEEL
- 3/8"-16 Thread, for R-300

Pole
- 60" STEEL
- With 4' OD X 1' TALL TENON TOP

ONE COBRA HEAD LIGHT FIXTURE
- Die-Cast Aluminum
- EP# 5-304
- Weight: 15 lbs

APPLY FORCES PER SOLAR PANEL ANGLE

APPROVED FOR
Quoting Purpose
Only

Pole Footing
Per Detail
6/5/04
Solar Street Lights USA® – Limited Warranty

1 Terms and Conditions

1.1 Definitions:
Within the following document the term "Product(s)" refers to any merchandise, assembly, or system sold by Solar Street Lights USA®, LLC. The term "Company(s)" refers to Solar Street Lights USA®, LLC or it's Authorized Distributors and Agents. The term "Customer(s)" refers to the original purchaser of the Product, and is not transferable. The term "Warranty" refers to Solar StreetLights USA®, LLC, Limited "Multi-Year" Warranty as wholly contained in this document.

1.2 Coverage:
The Warranty covers any and all Products sold by the Company to the Customer against any material defects or workmanship, so long as the Product is used as intended; installed where specified by a Company authorized installation contractor or by a licensed and bonded PV solar installer; unaltered and accepted, upon inspection, by the Customer, and is not voided due to any of the "exceptions" listed herein. This Warranty commences upon the actual ship date from the factory not the date of delivery. No other warranty is expressed or implied other than the Warranty outlined herein.

1.3 Period of Coverage:
The Period of Coverage for all Solar Street Lights USA product lines and the associated components is:

1.3.1 PV Solar Module – Any type or style unless otherwise noted: 25 year minimum, carries the OEM warranty.

1.3.2 Battery/Electronics Enclosure: 10 Years except as noted in 2.1
   1.3.2.1 When installed in a marine environment and the enclosure is not factory powder coated: 5 years
   1.3.2.2 When used with WattMaker product: 5 years

1.3.3 Enclosure Mount Assemblies: 10 years

1.3.4 AC and DC Induction Fixture, induction Lamp, ballast, RF Generator: 10 years

1.3.5 AC and DC L.E.D. Fixture, L.E.D, L.E.D. driver: 10 Years

1.3.6 Controllers, chargers, inverters, wiring, electrical terminals, junction and fuse boxes, conduit: 10 years
   1.3.6.1 When used with WattMaker product: 5 years

1.3.7 Batteries – Any type or style unless otherwise noted:
   1.3.7.2 Fullriver batteries 2 years full coverage and prorated year 3 to 5 year as noted by Fullriver battery company.

1.3.8 All components other than listed in paragraph 1.3.1 through 1.3.8: 10 years

1.4 Continuance of Warranty Period:
If the Company chooses to repair or replace a Product, the Warranty will continue to apply and remain in effect for the balance of the Warranty period calculated from the original ship date (and not the repair or replacement date). If the Company chooses to offer a credit towards the purchase of a new Product, the Warranty in effect shall apply to the new Product.
2 Exercising the Warranty

2.1 Shipping:
To exercise this right throughout the time period above, the Customer shall ship, at the Customer's sole expense, the Product to the Company according to the return instructions detailed below, and the Company will, repair or replace the Product and return it to the Customer free of charge, or offer credit towards the purchase of a new Product.

2.2 Parts and Repairs:
The Company shall be entitled, at its discretion, to use new and/or reconditioned parts in performing Warranty repair or providing a replacement Product. The Company also reserves the right to use parts or Product from original or improved design in any repair or replacement. All replaced Product and/or any parts removed from repaired Products become the property of the Company.

2.3 Credit Grace Period:
All credits must be used within 90 days of issuance by the Company towards the purchase of new Product or become null and void.

3 Exclusions, Restrictions, and Limitations

3.1 Performance & Material Failure Exclusions
Solar Street Lights USA’s Warranty does not provide coverage for the following which are expressly excluded from the above warranty coverage declarations:

3.1.1 Failure of the Product due to battery performance from adverse weather conditions

3.1.2 Solar powered Products installed at locations greater than 55° latitude North or South unless this use and the specific operating environment has been authorized by Solar Street Lights USA and confirmed in writing that the Warranty will apply

3.1.3 Failure caused by improper user programming of Product battery charge and light controllers

3.1.4 Failure due to fire, water, neglect, improper handling, storage, installation, generalized corrosion, biological infestations, or input voltages that create operating conditions beyond the maximum or minimum listed in the Company specifications including lightning strikes and power-line surges

3.1.5 Products which have been repaired or altered other than by the Company or authorized by the Company

3.1.6 Products that have their original identification (trademark, serial number) markings defaced altered or removed

3.1.7 Products utilized as a component part of a product expressly warranted by another manufacturer

3.1.8 Operation or storage of the Product outside the specification ranges, and/or alteration or deployment of the Products other than in accordance with any published or provided user, storage or maintenance requirements

3.1.9 Failure that is in any way attributable to the improper use, storage, maintenance, installation or placement of the Product
3.1.11 Failure caused by abuse, misuse, abnormal use, or use in violation of any applicable standard, code or instructions for use in installations, including, but not limited to, those contained in the National Electrical Code, the Standards for Safety of Underwriters Laboratory, Inc., Standards for the International Electrotechnical Commission, Standards for the American National Standards Institute, or the Canadian Standards Association.

3.1.12 Failure due to acts of God

3.1.13 Any additional costs required to repair or replace the defective Product including legislatively-imposed fees where applicable.

3.2 Restrictions and Limitations:
Solar Street Lights USA’s Warranty explicitly restricts and limits liability as follows:

3.2.1 The Company is not responsible for providing access to the failed Product, or liable for any costs including, but not limited to, retrieval and redeployment of the Product, or disassembly and reassembly of any other product that is not the Company’s Product or the Product covered under the Warranty.

3.2.2 Solar Street Lights USA does not warranty the results obtained from the implementation of recommendations made by Solar Street Lights USA or its authorized distributors or agents concerning the use, design or application of Solar Street Lights USA Products.

3.2.3 The end-user who purchases the Product assumes all responsibility and liability for loss or damage resulting from the handling or use of Company Products. The onus is on the Customer to provide evidence that any event that may invalidate the warranty has not occurred, including specific storage, maintenance or operational procedures to assure Product performance.

3.2.4 The Company’s liability on any claim, whether in Warranty, contract, negligence, or any other legal theory, for loss, damage or injury arising directly or indirectly from or in relation to the use of the Product shall in no event exceed the purchase price of the Product which gave rise to the claim.

3.2.5 IN NO EVENT SHALL THE COMPANY BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF GOODS, OR LOSS OF BARGAIN.

3.2.6 The Warranty set out above is the sole Warranty granted by the Company with respect to the Product. No oral understanding, representations or other warranties shall be of any effect and the Company makes no further warranties, express or implied concerning the Product other than the Warranty set out above. The Customer, where permitted by applicable law, hereby expressly waives any statutory or implied warranty that the Product shall be merchantable or fit for a particular purpose.

3.2.7 All disputes arising out of, or in connection with, this Agreement shall be referred first to the parties for amicable resolution. In the event that the Dispute is not resolved within 30 days of written notice from one party to the other, the Dispute shall be referred to mediation.
4 Jurisdiction

Any and all claims made under the Warranty shall be made in the jurisdiction of Ottawa County in the state of Michigan, the United States of America. No claim shall be made in a foreign country or in any other jurisdiction except the one herein as the Company headquarters resides in this jurisdiction only. The UNCITRAL Convention on contracts for the international sale of goods shall not apply to this contract, but rather this contract shall be governed by and construed and enforced in accordance with the laws of the State of Michigan, County of Ottawa, excluding the conflicts-of-laws provisions. Any action taken to interpret or enforce the terms of the Warranty shall occur in a court of competent jurisdiction in Ottawa County, Michigan, USA.

Solar Street Lights USA
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