

Zone 7 Water Agency

100 North Canyons Parkway
Livermore, CA 94551



Request for Proposal (RFP) No. 2025-08

For

Floating Solar Array on Lake I for Zone 7 Water Agency

POSTED:	April 30, 2024
QUESTIONS:	May 17, 2024, at 3:00PM Pacific
DUE:	June 14, 2024, at 3:00PM Pacific

This RFP, Supporting Documents, and Addenda/Clarifications are posted at:
<http://www.zone7water.com/business/construction-business-opportunities>

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1. OBJECTIVE OF THIS RFP

Alameda County Flood Control and Water Conservation District, Zone 7, (hereinafter referred to as “the Agency” or “Zone 7”) is soliciting responses from experienced firms (“Respondents”) for professional services to provide the design, construction, financing, operation, monitoring and maintenance of a floating solar photovoltaic power system (hereinafter referred to as the “solar facility” or “PV” system) at Zone 7’s Lake I reservoir. Zone 7 is interested in selecting a single Respondent that will own the solar system and sell the solar energy output to Zone 7.

Zone 7 has executed an NEM2A Interconnection Agreement (IA) with PG&E for a 1.375 MW(AC) facility. Zone 7 expects that respondents will propose projects that meet the requirements of the PG&E IA.

Zone 7’s Lake I reservoir is a large, square-shaped open-cut lake that is a former gravel mining pit, with a surface area of over 200 acres. The lake bottom has a low point at an elevation of 220 feet, and a maximum pool elevation of 340 feet, though the bottom is not flat. The bottom elevation near the northeast corner of the lake, in the vicinity identified for the solar facility, is approximately 230 feet. Currently, the pool elevation of the lake fluctuates naturally from a recorded low of 274 feet and high of about 320 feet. However, within approximately the next decade, Zone 7 may begin using the lake for operational storage for water supply purposes, which could increase the frequency or range of pool fluctuation. Exhibit D provides a map and photos of the lake.

2. DESCRIPTION OF THE AGENCY

Zone 7 is the wholesale treated drinking water supplier to retailers serving over 270,000 people in Pleasanton, Livermore, Dublin and, through special agreement with the Dublin San Ramon Services District, to the Dougherty Valley area of San Ramon. Zone 7 also supplies untreated water for irrigation of about 5,000 acres of agriculture property, primarily South Livermore Valley vineyards. Zone 7 also provides regional flood protection within the service area and administers oversight of the local groundwater basin—the Livermore Valley Groundwater Basin. Of the approximately 55,000 acre-feet of water used in Zone 7’s service area (on average in a normal rainfall year) Zone 7 estimates that approximately 53% of water use is residential, approximately 11% is commercial/industrial, approximately 14% is agricultural, approximately 18% is landscape/other and approximately 4% is public water use. The 55,000 acre-feet of water referred to above includes treated water provided to retailers by Zone 7, local

groundwater pumped by the water retailers, untreated agricultural irrigation water provided by the State Water Project, and local surface water.

Zone 7 owns and operates groundwater production wells within four wellfields in the basin. The Chain of Lakes wellfield, as shown in Exhibit D, currently contains three active wells (COL1, COL2, and COL5). Zone 7 has secured a PG&E NEM2A IA for these three wells, to be served by the solar facility, with point of interconnection at COL5. Exhibit B provides relevant information from the PG&E IA and application.

3. SCOPE OF SERVICES

3.1. Preface

A preliminary scope of services, provided below, has been developed to assist the Respondent in gaining an understanding of Zone 7's goals as they relate to this effort. The proposal submitted in response to this RFP should address the preliminary scope of services and a cost estimate should be provided that corresponds to the preliminary scope of services. Subsequent to this solicitation process, the final scope of services and cost estimate will be developed in cooperation with the selected Respondent.

3.2. Summary of Services

The successful Respondent shall finance, design, install, own, operate and maintain a floating solar energy system (hereinafter referred to as the "solar facility") at Zone 7's Lake I reservoir. The successful Respondent will also be responsible for the delivery of electricity to the Agency under a long-term Solar Power Purchase Agreement (PPA).

3.3. Assumptions

The Agency makes and provides the following assumptions for the purpose of this solicitation.

- The Agency may opt to keep the Renewable Energy Credits (RECs) generated by the solar facility, and the financial proposal should provide this option as described in Section 4.3.2.7.
- Zone 7 anticipates a preference for a PPA model. However, the Financial Proposal should provide cash price information as noted in Section 4.3.2.7.
- The solar facility must not adversely affect the regular water supply operations at the Chain of Lakes groundwater wells and related facilities.
- With assistance from the Agency, the construction and operation of the facility must be coordinated with neighboring gravel mining operations that utilize roads in the vicinity.

- The project must meet all requirements of the NEM2A IA, including schedule.
- The PPA financing plan should include financing of any PG&E coordination costs and any other costs, such that Zone 7 has no capital costs.

3.4. Schedule

Zone 7 signed the NEM2A IA with PG&E on 1/24/2024. The solar facility's development and final inspection should comply with all relevant terms in the IA and any PG&E NEM2 program deadlines.

4. PROPOSAL INFORMATION

4.1. Proposal and Award Schedule

Below are the major events planned during and following the selection process. Schedule is subject to change.

Event	Date
RFP Issue Date	April 30, 2024
Optional Site Visit	May 14, 2024, at 10:00AM Pacific
Questions Due	May 17, 2024, at 3:00PM Pacific
Issue Addendum (if needed)	May 22, 2024
Proposals Due	June 14, 2024, at 3:00PM Pacific
Interviews, if applicable	June 2024
Negotiation	July 2024
Board Award	Aug 2024
Notice to Proceed	Aug 2024

4.2. Optional Site Visit

Zone 7 will host an optional site visit on May 14, 2024, at 10:00AM Pacific. Attendees will meet at the scheduled time at 100 North Canyons Pkwy, Livermore CA 94550. The group will then caravan to the project site (10 min. drive). The site walk will include walking on mostly flat ground on paved, gravel or dirt roads. The site visit is expected to last one hour, no longer than two hours.

Up to three (3) individuals from each Respondent team may attend. Carpooling may be available, but attendees should be prepared to drive their own vehicle to the site. Attendees should each bring a safety vest and wear closed toed shoes.

To register for the visit, please email James Carney, jcarney@zone7water.com, by May 9, 2024, at 10:00AM Pacific. Please provide your firm or team's name, a point of contact (name, email) and the number of attendees expected.

4.3. For Questions about this RFP

Direct any questions regarding this RFP to James Carney, jcarney@zone7water.com, by May 17, 2024, at 3:00PM Pacific. An addendum will be issued, if needed, within one week. The addendum will be posted to the Zone 7 website.

4.4. Required Format and Content of the Proposal

Proposals are to be clear, concise, and specific to the information requested. Responses are to be in the sequence set forth herein. In order for the proposal to be considered complete, the Respondent must provide all the information requested.

4.4.1. Proposal Format

The proposal shall be submitted as a single PDF file, using 8.5x11-inch (Letter) sized pages only. The PDF file shall not exceed 20MB in size.

As described in the following table, the body of the Proposal is limited to **15 pages**. This limit excludes the cover/title page, introductory letter, table of contents, resumes, and the financial proposal. Please refer to the table below. The required contents of the Proposal are described in the next subsection.

Proposal Component	Subject to 15-Page Limit?
1. Cover or Title Page	No
2. Introductory Letter	No
3. Table of Contents	No
4. Company Overview	Yes
5. Team Organization and Experience	Yes
6. Project Examples and References	Yes
7. Project Management	Yes
8. Scope of Services Delivery	Yes
9. Resumes	No
10. Financial Proposal	No

4.4.2. Required Content

All of the specific documentation listed below is required to be submitted with the proposal. While additional data may be presented, the areas detailed below must be included.

4.4.2.1. Cover or Title Page

Include the RFP name/subject and date of proposal submission. Include the name of the Respondent's firm, its local address, and the name, address, email, and telephone number of your team's primary point of contact. If applicable, the names and addresses of any relevant parent or subsidiary of your company shall also be included.

4.4.2.2. Introductory Letter

This letter shall be on the company letterhead and addressed to the Project Manager. Please summarize your understanding of the services to be provided, the project's objective, and your approach to accomplishing the objectives.

4.4.2.3. Table of Contents

Include a clear and complete table of contents for the materials submitted in response to this RFP.

4.4.2.4. Company Overview

Provide a brief company overview that describes company status (e.g., private/public, Corporation, JV, LLC, etc.), the number of California employees, target customers (e.g., residential, commercial, industrial, government, etc.).

Provide a listing and description of all legal actions of the past three (3) years in which the Respondent or any team member has been:

- A debtor in bankruptcy;
- A defendant in a lawsuit for deficient performance under a contract;
- A defendant in an administrative action for deficient performance on a project;
- A defendant in any criminal action.

List all lawsuits, regulatory proceedings, or arbitration in which the Respondent or its affiliates or predecessors have been or are engaged in that could affect Respondent's performance of its bid; identify the parties involved in such lawsuits, proceedings, or arbitration, and the final resolution or present status of such matters. The Agency will take into consideration the nature and frequency of all legal actions in the selection process.

4.4.2.5. Team Organization and Experience

Identify the Project Manager and other key team members and their responsibilities on an organizational chart, and briefly note the anticipated role for each key team member and/or subconsultant, as applicable. Identify the primary office location for each listed team member. Describe the key team members' experience with completing similar work.

Provide an overview of the Respondent's commercial grid connected solar facility experience and indicate the total commercial megawatts (MW) of grid-connected PV installed in the past two (2) years by your company under a PPA, and the total number of PPA's contracted by the Respondent to date (including total MW of installed capacity).

4.4.2.6. Project Examples and References

The Respondent shall include three (3) examples of projects of similar scale and complexity, demonstrating their experience in similar work. Examples shall indicate key team member involvement, where applicable. Provide current references (name, role, email, phone) for the three example projects and note the project size (MW) and cost. The Agency reserves the right to check references, including any references that might be indicated through the explicitly specified contacts or that result from communication with other entities involved with similar projects or other industry sources and users of similar services known to the Agency.

4.4.2.7. Project Management

The Respondent shall outline their approach to project management including oversight of scope, budget, schedule, and quality control. The Respondent shall also note the experience of the assigned Project Manager working with other key personnel on the proposed team.

4.4.2.8. Scope of Services Delivery

The Respondent shall outline their approach to delivering the project described in Section 3, Scope of Services. At a minimum, this section should also convey the following information:

Power Purchase Agreement Capabilities

Respondent must demonstrate the financial viability of the proposal to provide assurance that the Respondent, and any other party involved in the proposal, has adequate financial capability to execute the project.

- Respondent's ability to raise tax equity financing.
- The number of PPAs contracted by Respondent to date (including total MW of installed capacity).
- Overview of the Respondent's available funds for projects of this type.
- Investment rating of Respondent or its parent company by Moody's and/or Standard & Poor's, if applicable.
- Description of any current credit issues raised by rating agencies, banks, or accounting firms.
- Proposed financing structure for the project, including all sources, uses and timing.
- Financial guarantees from affiliates or others, as appropriate.

Technical Plan

The following technical information should be discussed in this section, as applicable for the project proposed:

- Major equipment manufacturers.
- Description of technology and configuration with a proposed equipment list including modules, inverters, mounting structures, monitoring systems, and generation meters.
- Summary of the commercial operating experience of the equipment used or to be chosen.
- Preliminary layout of the system that includes components, structures, foundations, road access, and other relevant information.
- Retro reflectivity and communication hazard reports of the equipment used or to be chosen.
- Electrical interconnection and metering/net metering information. Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed safety and interconnection standards. All equipment components must be listed or recognized by an appropriate safety laboratory (e.g., Underwriter's Laboratory [UL]), and meet existing facility structural and fire safety requirements.
- Level of efficiency.
- DC and AC capacity rating.
- Expected annual energy production in kWh by month.
- Communications, control, and instrumentation.
- Facility limitations that may constrain operation.
- Performance Warranties such as guarantees for the installation completion schedule and other costs.
- Start-up testing regimen.
- Factory and performance tests.
- Design life loading (wind, seismic, etc.).
- Description of pre-operational milestones (i.e., construction financing, commencement, installation, testing and completion dates).
- Provide any information that could impact the cost, construction schedule or output capability of the project.
- Provide evidence that the proposed technology and equipment are designed for normal operation in the Zone 7 area local climate.

Plan for Operations and Maintenance, including:

Provide an Operation and Maintenance (O&M) plan, including staffing, budget, management and control over any facility, authority over the O&M budget, and guarantees on O&M costs for the entirety of the lease term(s). Provide a description of the basic philosophy for performing O&M and include a discussion of contracting for outside services, if applicable.

Plan for Regulatory and Environmental Compliance, including:

Provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed environmental standards. The successful Respondent must comply with California building standard codes, utility requirements, wind uplift requirements per the American Society of Civil Engineers Standard for Minimum Design Loads for Buildings and Other Structures, as well as Occupational Health and Safety Administration (OSHA) requirements and California Environmental Quality Act (CEQA) requirements. In addition, the successful Respondent is exclusively responsible for obtaining and maintaining all required federal, state, and local permits, licenses, approvals and/or variances, current or future.

4.4.2.9. Resumes

Include resumes (2 pages maximum per team member) of key team members to be assigned to the project. Resumes shall include information on specific projects the individual has been involved with, clearly showing experience relevant to the project requested in this RFP.

4.4.2.10. Financial Proposal

Only Financial Proposals from those Respondents that meet the minimum experience requirements and provide complete and thorough responses to all information requested will be reviewed to determine which, if any, will provide the most beneficial impact to the Agency. Financial proposal shall be valid for one hundred and twenty (120) days and shall include the following pricing assumptions and information as listed below:

- Assume a term of 20 years.
- Assume prevailing wage rates.
- Include all permitting and DSA fees.
- Assume full maintenance and operation costs for the term.
- Provide the estimated project payback period, with data to support the conclusion including all anticipated tax credits and/or other subsidies, along with pro forma earnings.
- Provide a copy of the proposed Lease Agreement.
- Provide a copy of the proposed Power Purchase Agreement terms and structure.
- Proposal shall separately indicate pricing for the following two assumptions:
 - (1) Zone 7 receives the environmental attributes associated with the project; and
 - (2) Zone 7 does not receive the environmental attributes associated with the project. Environmental attributes include, but are not limited to, all Renewable energy credits as defined in Public Utilities Code Section 399.12(h), air emission credits, and greenhouse gas credits or offsets.

- Proposal shall assume fees for PG&E equipment upgrades and cost of ownership chargers are financed via the Power Purchase Agreement (see cost in Exhibit B).
- Proposal shall document assumptions related to the inclusion of available federal, state, and local funding and incentive sources, and state whether such anticipated funding is reflected in the provided financial plan (e.g., Inflation Reduction Act or the Bipartisan Infrastructure Law).
- Proposal shall separately indicate a cash price for the facility, under the assumption that Zone 7 chooses an owner/operator model rather than a PPA model for the project.
- Proposed costs should be summarized using the table template provided in Exhibit C for each separate pricing option being provided.

4.5. Proposal Submittal Instructions

Proposals are to be submitted electronically (via email). No paper copies are required. See previous section for content and formatting requirements. It is the responsibility of the Respondent to ensure that the proposals were received by the Zone 7 Project Manager.

Response Deadline: June 14, 2024, at 3:00PM Pacific , to Zone 7 Water Agency.

Respondents shall confirm receipt of the email containing the submittal with the Zone 7 Project Manager (listed below).

Submit proposals by e-mail to: James Carney, jcarney@zone7water.com

Late responses will not be accepted. Any RFP response received after the date and time listed above, or at a place other than the stated address, cannot be considered and will be returned to the Respondent unopened. The date/time of the received email will serve as the timestamp.

All property rights, including publication rights of all reports produced by the Respondent in connection with services performed under this agreement shall be vested in the Agency. The Respondent shall not publish or release any of the results of its examination without the expressed written permission of the Agency.

The Agency requires that, at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection by interested parties upon written request. Trade secrets and/or proprietary information that are recognized as such and protected by law may be withheld if clearly identified as such in the proposal. The Agency reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the Respondent of the conditions contained in this

request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement or contract between the Agency and the selected Respondent. All proposals become the property of the Agency and shall not be returned to the bidder.

4.6. Proposal Evaluation and Selection

All proposals that follow the RFP instructions and meet the mandatory requirements will be evaluated by a Selection Committee. The Selection Committee may be composed of Agency staff and other parties that have expertise or experience in this type of procurement. The Selection Committee will select qualified Respondents in accordance with the evaluation criteria set forth in this RFP and develop a short list of Respondents to be invited to an interview. Interviews are not expected but could be initiated at the discretion of the Selection Committee. The evaluation of the RFP responses shall be within the sole judgment and discretion of the Selection Committee. The names of the Selection Committee and the individual or composite rating and/or evaluation forms prepared by committee members will not be revealed.

The Selection Committee will evaluate each RFP response meeting the qualification requirements set forth in this RFP. Respondents meeting the mandatory criteria will have their proposals evaluated and scored.

The following represent the principal selection criteria, which will be considered during the evaluation process:

- 1) History and age of the Respondent's firm, the number of years of experience providing equivalent or related services, unique capabilities and differentiating factors, clear demonstration of understanding of the scope of work. **(15 points)**
- 2) Qualifications, experience, and availability of key personnel necessary to support the project, including clear demonstration of expertise with solar photovoltaic design, construction, maintenance, and operation; power purchase agreements and related financing; utility interconnection and net energy metering; environmental protection, mitigation and related requirements; and other qualifications that show competency for the scope of work. **(25 points)**
- 3) Clear articulation of recent and relevant work to the requested services that demonstrate capability to complete the scope of work. Three example projects highlighting relevant work. **(25 points)**
- 4) Scope of Work delivery approach and strategies to deliver a cost-effective and timely project, including demonstration of means of financing. Identify key assumptions, and list all proposed deliverables. Inclusion of financial proposal. **(30 points)**
- 5) References. **(5 points)**

5. ZONE 7 CONTRACTING

5.1. Agreement Type

This RFP is issued pursuant to authorization by Agency's governing body and in accordance with Government Code section 4217.12. It is expected that Zone 7 will enter into an agreement with one (1) Respondent as a result of this RFP process. The agreement may require approval from the Board of Directors and Zone 7 anticipates authorizing this project using the process allowed by Government Code 4217. Until and unless Agency's governing body awards and approves the Agreement with the successful Respondent and the Agreement has been fully executed, no contract exists or is binding upon the Agency. It is anticipated that the type of agreement will be a PPA. The Agency reserves the right to negotiate the actual contract details after the contractor has been selected.

5.2. Terms and Conditions

5.2.1. Contract Conditions

The Agency reserves the right to revise and negotiate the contract language and details after the contractor has been selected. The successful Respondent will be required to conform to all of the terms of, and conditions of, the Agency.

5.2.2. Insurance

Exhibit A of the RFP is a sample of the Agency's insurance requirements that shall be met by the selected Respondent. Final insurance requirements will be determined after contractor selection. The selected Respondent shall furnish the Agency satisfactory evidence of the insurance prior to execution of the agreement.

5.2.3. Confidentiality

Once under contract, Zone 7 will make available to the selected Respondent such materials from its files as may be required to perform the services under this agreement. These materials and information remain the property of Zone 7 while in the contracted firm's possession and must be treated as confidential information. This material may not be released or disclosed without the written permission of Zone 7. In addition, the contracted firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review work papers.

5.2.4. Withdrawal of Proposals

A Respondent may withdraw its Proposal at any time before the expiration of the time for submission of Proposals as provided in this RFP by sending a written (email

acceptable) request for withdrawal signed by, or on behalf of, the Respondent to the Zone 7 Project Manager. The time of receipt of email shall be the time such request is received in hand by Zone 7. The Respondent assumes the risk of any failed delivery. It is the responsibility of the Respondent to ensure that the email was received by the Zone 7 Project Manager.

5.2.5. Public Records Act Requests

Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

Zone 7 believes that the public interest is served by securing the best quality work at the lowest price. Accordingly, we request information about your company's qualifications, past experience and other similar items. Under California law, if requested to provide a copy of your proposal to a third party, we will do so in order to comply with the California Public Records Act.

If you believe that any information that you will be providing to Zone 7 is confidential or is subject to protection as a trade secret, please clearly mark that information as confidential in your submittal. You may highlight the confidential information in yellow or otherwise mark it so that Zone 7 personnel clearly know that it is confidential or trade secret information.

Zone 7 will do its best not to disclose confidential or trade secret information that is clearly marked as such, but you should know that you bear the risk of marking the confidential/trade secret information sufficiently clearly so as to allow Zone 7 personnel to redact that information prior to providing it to a requestor. Zone 7 assumes no responsibility for any failure on your part to mark the information sufficiently clearly so as to allow our staff to redact the information at the appropriate time.

Prior to disclosing your proposal to a requestor, Zone 7 will provide you with reasonable notice of the request and a reasonable opportunity to seek a protective order from a court of competent jurisdiction. Zone 7 will not contest your request for a protective order but will also not contest a request for your response to the request for proposals. Zone 7 will comply with any order regarding disclosure from a court of competent jurisdiction.

5.2.6. Rights of Zone 7

This RFP does not commit Zone 7 to enter into an agreement, nor does it obligate Zone 7 to pay for any costs incurred in the preparation and submission of Proposals or in anticipation of an agreement.

Zone 7 may investigate the qualifications of any Respondent under consideration, require confirmation of information furnished by the Respondent, and require additional evidence of qualifications to perform the services described in this RFP.

Zone 7 reserves the right to:

1. Reject any or all Proposals.
2. Issue subsequent Requests for Proposals.
3. Postpone opening for its own convenience.
4. Remedy technical errors in the Request for Proposal process.
5. Approve or disapprove the use of particular subcontractors.
6. Negotiate with any, all, or none of the Respondents.
7. Solicit best and final offers from all or some of the Respondents.
8. Award a contract to one or more Respondents.
9. Award a contract to a team created by Zone 7 from the Respondents and/or its subcontractors.
10. Award a contract to a Respondent other than the one with the lowest rates.
11. Waive informalities and irregularities in Proposals.

EXHIBIT A: SAMPLE INSURANCE REQUIREMENTS

SAMPLE INSURANCE REQUIREMENTS

This is an appendix attached to, and made a part of, the Services Agreement dated _____ (“Agreement”) between THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7 commonly known as ZONE 7 WATER AGENCY (“District”) and _____ (“Vendor”, “Contractor”, or “Consultant”), for the provision of services agreement (“Services”).

Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage – Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** – Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District), or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** – The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the

District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

Professional Liability – (also known as Errors & Omission) Insurance appropriate to the Design Professional profession, with limits of no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. Professional Liability If Claims Made Policies shall include the following provisions:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Design Professional must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
4. **Builder’s Risk – (Course of Construction) if necessary** – insurance utilizing an “All Risk” (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See Responsibility of Work.
5. **Contractor’s Pollution Liability** – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District.

Other Required Provisions – The Commercial General Liability and Contractor’s Pollution (if necessary) policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection

with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Zone 7 Water Agency, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Deductibles and Self-Insured Retentions – Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the District. At the election of the District, the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers – Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by District.

Responsibility for Work – Until the completion and final acceptance by the District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain builder's risk (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage, or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with the District, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of

responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

Verification of Coverage or Evidences of Insurance – Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage – The Contractor shall, upon demand of the District, deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the District (if builder’s risk insurance is applicable) to the District at least ten (10) days prior to the expiration date.

Subcontractors – In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor’s responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of the District, deliver to District copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to the District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

General Conditions

Safety - In the performance of this contract the Contractor shall comply with all applicable federal, state, and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act,

related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the *Coccidioides* fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify Member Water Agency and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to Member Water Agency specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by Member Water Agency prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan

complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to Member Water Agency before work begins.

SAMPLE

EXHIBIT B: SYSTEM DETAILS

Item	Chain of Lakes Floating Solar
Interconnection Application	
PG&E Program	Complex Self Generation
PG&E Sub Program	Expanded NEM and Larger Paired Storage
PG&E Expanded NEM	Expanded NEM Aggregation
PG&E Service Type	New Generating Facility (Existing Electrical Service)
Facility Address	2605 El Charro Rd, Pleasanton, CA 94588
Current Facility Rate Schedule	B6
Interconnection Agreement	
Interconnection Agreement Gross Nameplate Rating	1,375 kW
Interconnection Agreement Net Nameplate Rating	1,601.742 kW
Interconnection Agreement Expected Date of Initial Operation	1/23/2026
PG&E Costs	
Initial Charge plus One-Time Cost of Ownership (provided by PG&E in October 2023)	\$408,503.22

EXHIBIT C: COST SUMMARY TABLE

Respondents may add additional subcategory rows to the table as needed to show desired level of detail. Respondents may include multiple versions of this table as needed.

COST BREAKDOWN TABLE

Scenario: 20-year PPA, [XX%] Escalator

Project: Zone 7 Lake I Floating Solar

Provider: [ENTER NAME]

Category		Costs (\$)
1.0 SYSTEMS		
1.1	Total Solar Facilities	
2.0 ADDITIONAL SYSTEMS		
2.1		
3.0 MISC		
3.1	Extended Inverter Warranty	
3.2	Electrical System Upgrades	
3.3	Contingency	
4.0 DEVELOPMENT FEES		
4.1	Legal Costs	
4.2	Inspection and Testing Costs	
4.3	Development Costs	
Solar Systems - Cash Purchase Value		\$
Solar Systems - PPA Rate [\$/kWh]		\$

EXHIBIT D: FIGURES

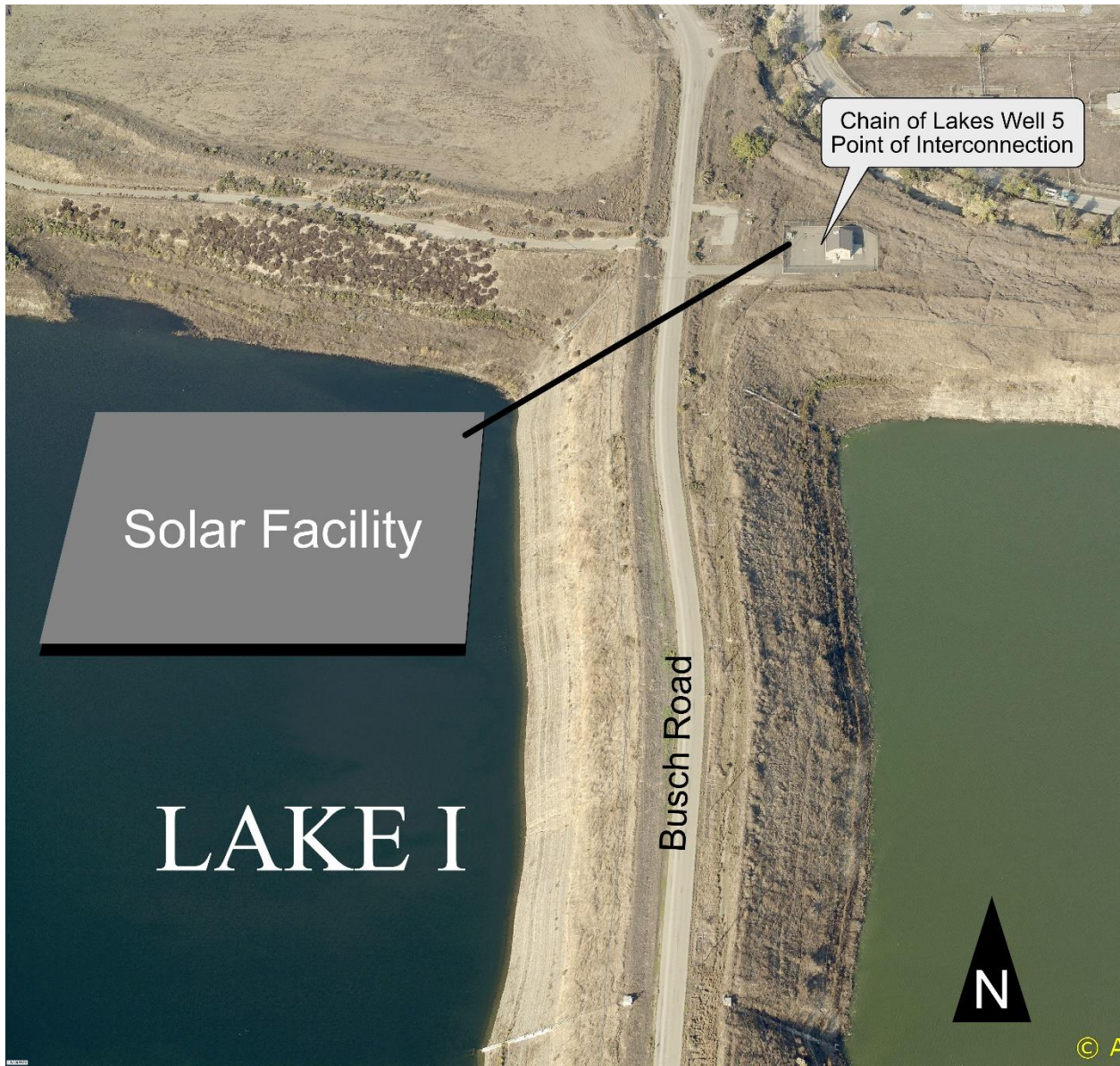
Zone 7 and Project Location



Chain of Lakes Overview



Aerial, Northeast Corner of Lake I



*Solar facility not drawn to scale

Interconnection Application Conceptual Layout



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www.stantec.com

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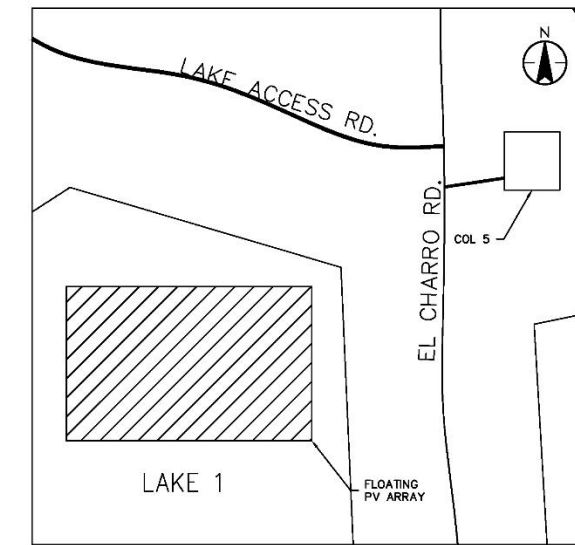
Consultant

Notes

1. BASE IMAGERY COPYRIGHT MICROSOFT 2023 AND CNES/AIRBUS 2022

Legend

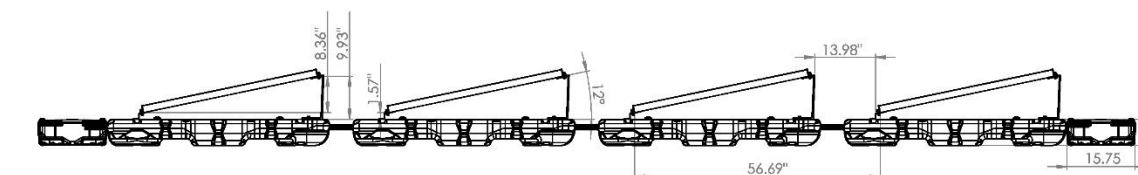
- PROPOSED FLOATING ARRAY EXTENTS
- AC CABLE (UNDERWATER)
- AC CABLE (UNDERGROUND)
- SINGLE INVERTER (FLOATING SYSTEM)
- 125kW INVERTER STATION
- DC COMBINER BOX
- 480V AC SWITCHBOARD
- AC DISCONNECT SWITCH



KEYMAP
GPS CO-ORDINATES: 37°41'12.96"N, 121°51'19.46"W
N.T.S.

SYSTEM PROPERTIES	
AZIMUTH	0° (DUE SOUTH)
MODULES	555W, LR5-72HPH-555M (QTY: 3,168)
MODULES/STRING, # STRINGS	24/STRING, 12 STRINGS/ INVERTER
INVERTERS	1.25kW OUTPUT (QTY: 11)
DC SIZE (kW)	1,759.24 kW
AC SIZE (kW)	1,375.00 kW
OVERBUILD RATIO (DC/AC)	1.28
SYSTEM AREA (FT² [ACRES])	202,026.01 FT² [4.64 ACRES]

C SYSTEM PROPERTIES
N.T.S.



D TYPICAL FLOATING RACKING SIDE PROFILE (TOE-TO-TOE)
N.T.S.

A PROPOSED FLOATING ARRAY EXTENTS
1"=60'



Revision	By	Appd	YYYY.MM.DD
A	ISSUED FOR APPLICATION	JB	DK 2023.04.03
Issued		By	Appd YYYY.MM.DD
File Name: DWG_184031570_E200	JB	JB	DK 2023.03.14
	Dwn.	Dign.	Chkd. YYYY.MM.DD

Permit/Seal

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Client/Project Logo



Client/Project
ZONE 7 WATER AGENCY

CWS 5 TURNOUT REPLACEMENT

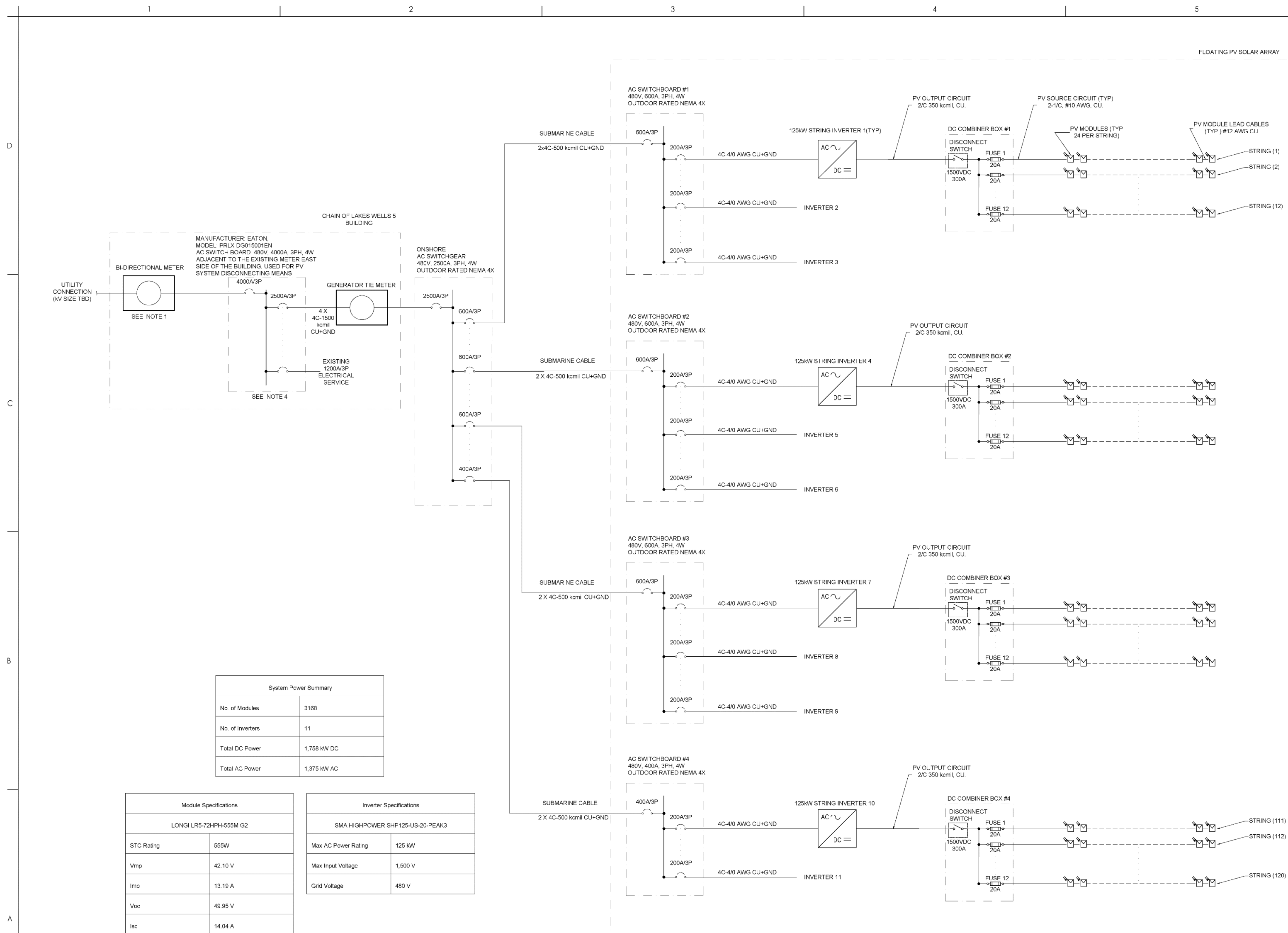
LIVERMORE, CALIFORNIA

Title
Conceptual Layout

Project No. 184031570	Scale AS SHOWN
Revision Sheet A 1 of 1	Drawing No. E-200

C:\Users\jgordon\OneDrive - Stantec\Documents\Projects\184031570\DWG_184031570_E200.dwg (2023/03/14 11:45:17 AM) ORIGINAL SHEET - ARCH D

Interconnection Application Single Line Diagram



System Power Summary	
No. of Modules	3168
No. of Inverters	11
Total DC Power	1,758 kW DC
Total AC Power	1,375 kW AC

Module Specifications	
LONGI LR5-72HPH-555M G2	
STC Rating	555W
Vmp	42.10 V
Imp	13.19 A
Voc	49.95 V
Isc	14.04 A

Inverter Specifications	
SMA HIGHPOWER SHP125-US-20-PEAK3	
Max AC Power Rating	125 kW
Max Input Voltage	1,500 V
Grid Voltage	480 V

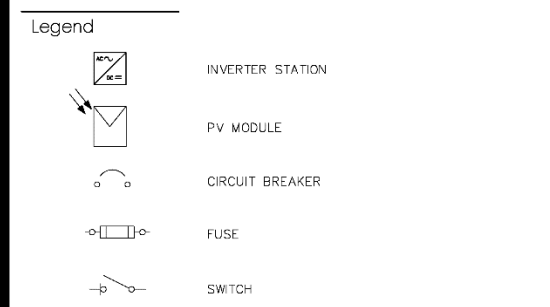


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- Notes
1. SYSTEM IS CONSIDERED TO BE NET METERED (BEHIND THE GRID). IT IS CURRENTLY SIZED TO GENERATE 3,059,061 KWH/YEAR (P50 ESTIMATE AS DETERMINED FROM PVSYST MODEL AS GENERATED ON 04/03/23. IT SHOULD BE NOTED THIS IS A CONSERVATIVE PRELIMINARY VALUE.
 2. LIMITS ON OUTPUT WILL NEED TO BE ADDED DURING FULL DETAIL DESIGN TO MINIMIZE CHANCES OF GRID EXPORT.
 3. SUBMARINE CABLES ARE PRELIMINARILY SIZED FOR WORSE CASE SCENARIO.
 4. THE DISCONNECT IS TO MEET THE REQUIREMENTS OF PG&E RULE 21 UNDER GENERAL INTERCONNECTION AND PROTECTIVE FUNCTION REQUIREMENTS SECTION H.1.2. NOTE: THE SIZE OF THE CIRCUIT BREAKER IS TO BE COORDINATED WITH THE BUILDING'S ELECTRICAL REQUIREMENTS.



Revision	By	Appd	YYYY.MM.DD		
A	ISSUED FOR APPLICATION	KI	DK	2023.04.13	
Issued		By	Appd	YYYY.MM.DD	
File Name:	DWG_184031570_E101	Rev	01	DK	2023.03.14
		Drawn	Dign	Chkd	YYYY.MM.DD

Permit/Seal

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Client/Project
ZONE 7 WATER AGENCY

CWS 5 TURNOUT REPLACEMENT

LIVERMORE, CALIFORNIA

Title
Conceptual SLD

Project No. 184031570	Scale AS SHOWN
Revision A	Sheet 1 of 1
	Drawing No. E-101

--- END ---