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ADDENDUM NO. 3

Date: June 20, 2022
Project: **SOLAR PHOTOVOLTAIC SYSTEM REPLACEMENT**
Job No.: 22500-04

To: All Prospective Proposers

The changes are hereby made to the Contract Documents and shall become a part of the Contract Documents.

Questions Received from Proposers/Bidders:

The following questions were submitted on or before 6/15/2022, questions that are received after the RFP questions deadline may not be answered in addendum. LGVSD responses to the questions are in bold.

1. Does the District's Plant have future improvements to be made? If so, any timeline for construction and completion of those projects?
Response: The District maintains an active list of short- and long-term improvement projects for the plant. However, District anticipates no future improvements requiring additional electrical demand for the solar PV system.
2. Does the District desire construction of solar to dovetail any improvement project schedules?
Response: The District anticipates solar PV system as a standalone project. The contractor is required to coordinate its activities with any on-going or future construction activities with the District, including but not limited to its contractors and consultants.
3. Is a letter of bonding sufficient for the time of bid?
Response: A letter of bonding in lieu of a Bid Bond is not acceptable. Bidders are required to complete the Bid Bond form prescribed in the RFP.
4. Can the District please provide all soil and geotechnical reports for the area with existing solar?
Response: No geotechnical information is available on file. However, contractor has the prerogative to conduct geotechnical investigation and include the cost in the bid schedule noting that geotechnical investigation is not required in the RFP.
5. Is a FEMA LOMR or any other documentation available for flood/hydrology information for the facility? FEMA's latest Flood Insurance Rate Map (FIRM) shows that the whole

site area has a flood elevation of 10', but the existing system and its equipment are well below this flood elevation.

Response: No FEMA document is available on file. However, the District has future plans to implement Sea Level Rise mitigation to protect District infrastructure including the solar panels in the Reclamation Area. Bidders are not required to include the cost of Sea Level Rise mitigation in their proposal.

6. Any other PG&E services owned by the District other than the one located at the Plant?
Response: PG&E currently serves two District pump stations located in the Reclamation Area, one of which is adjacent to the solar array and currently served by a separate PV system designated as BP PV system.

7. Can the District confirm the exact bore/trench path and any pullboxes of the existing conduit that connects the solar to the Plant's service?
Response: The bidder is to assume that the existing medium voltage underground conduit and wires are reusable. We are not able to confirm the locations with absolute accuracy at this time but have shown the general locations on the satellite image shown on page 7 of this addendum.

8. Can the District please provide all CEQA/environmental reports for the existing solar?
Response: None are available. However, District may prepare CEQA assessment as the lead agency if deemed necessary.

9. What is the status of Interconnection Agreement of existing solar? Is the project already decommissioned in eyes of PG&E? Timeline to disconnect?
Response: The IA is pending. From PG&E's standpoint, the decommissioning is tied to the IA.

10. Can we submit our form ESA as strongly preferable to their form PPA given that our ESA has proven financeable?
Response: Yes, subject at the sole discretion of the District.

11. Please describe who owns the existing system and whether any financing/liens exist. If existing system is not owned outright by the District then please describe plan to pay off and extinguish all liens of current system, as FFP cannot modify or remove the existing system if system has liens or third party ownership.
Response: The existing system is owned by the District with no liens.

12. RFP notes that construction must be complete within 270 calendar days of NTP. Please advise if there will be customary extensions for items outside of Contractor's reasonable control (force majeure, supply chain issues, actions by the District, utility delays, etc.)
Response: Addendum 1 updated construction time to 12 months.

13. Please confirm that P&P bonds are only required in the case of design build (not PPA).
Response: Performance and Payment Bonds are only required for the capital purchase option, not required for the PPA.

14. Are there any other plan set pages available for the original PV system design? The provided plans only show equipment up to the 12kV conduit, but the rest of the equipment up to the point of interconnection is not shown.

Response: No.

15. The existing main switchgear for interconnection appears to be rated for 1200A, but the main breaker is 1600A and the interconnection plans from OnSwitch show new 1600A-rated service equipment. Is there a reason for the main breaker being 1600A, or is the district planning to replace/upgrade the service equipment?

Response: Assume the main breaker to be 1600A per OnSwitch interconnection plans for the proposal. Changes to the main breaker will be covered by a deductive or additive change order.

16. Are any environmental impact studies/reports available from the CEQA process for the existing system(s)? Our hope is that a categorical exemption is possible if we only use the same site area as before.

Response: We anticipate a Categorical Exemption to be prepared and filed by the District with input from the selected contractor.

17. Would the district be amenable to the selected provider being granted access to the smaller existing system's site area in order to access the newer system (to be developed) during construction and O&M activities?

Response: The contractor will be able to access the entire area within the fencing of the arrays. However, details shall be discussed with the District prior to construction.

18. To allow bidders to review Addendum 1 and any other responses to questions from bidder, would the District consider granting 1 week extension from the time of Addendum 1's release? 1) Deadline for Questions on the RFP, 2) Final Response to Questions, and Proposal Deadline? This will allow bidders time to digest the information-dense Addendum released. Thanks for your consideration

Response: Project schedule has been updated per Addendum 2.

19. Unforeseen Conditions and Defects in District's Drawings / Information; Part 5 (Material Specification) of the Specifications, Section 5.1.C, provides as follows: It is the Contractor's responsibility to review all available drawings and visit the jobsite to collect and document existing conditions and determine conduit and wiring runs. The Contractor is also responsible for identifying all underground obstructions in the working area via a District approved Underground contractor. The District will support the Contractor by providing all available drawings and institutional knowledge that is available. No allowance shall be made for any additional costs incurred by the Contractor due to failure to properly understand site conditions. Is the District proposing that the EPC Contractor is to hire an Underground contractor before the award of the projects and before the submission of a binding proposal? If this will be after submission of a bid, how will the contract price be adjusted for any newly identified conditions?

Response: The scope of work and interconnection diagram are prepared based on available information during the design. Contractor shall prepare an underground utility locating plan for District review after award of contract and the cost shall be included as “Others” in the proposal with a corresponding estimated allowance.

20. It is not customary for an EPC Contractor to be responsible for unforeseen conditions that are not reasonably identifiable during a reasonable above ground inspection. Such a provision will likely cause the Contract price to be substantially higher to offset this risk transfer. The EPC Contract should be modified so that such risk is not transferred to the EPC Contractor

Response: See response #19.

21. Section 5 of the Construction Contract (Additional Work) provides as follows: CONTRACTOR shall only be entitled to extra compensation for services or materials not otherwise required under this Agreement, if DISTRICT shall first have identified the services or materials as extra and requested such extra services or materials in writing; but, in **no** event shall DISTRICT be liable for payment unless the amount of such extra compensation shall first have been agreed to in writing by DISTRICT. Is the District proposing that if the documents and drawings provided by the District to the EPC Contractor for purposes of bidding and constructing the project are defective, that the EPC Contractor will have no right to assert a constructive change order for the additional costs incurred by the EPC Contractor due to those defective documents and drawings?

Response: The scope of work and interconnection diagram are prepared based on available information during the design. Should justifiable and reasonable changes become necessary, such changes will be allowed in a form of change order.

22. Warranty: There is nothing in the Construction Contract about a warranty period. Rather, the Specifications provides as follows: Part 5 (Materials Specification) , Section 5.1. N provides as follows: Any materials, equipment, or workmanship that is found defective, based on the acceptance tests or for any other reason, shall be reported to the Engineer. Defective material, equipment, and workmanship shall be replaced. What is the end date for the warranty obligation?

Response: Warranty and Maintenance Bond are not required for the PPA option.

For the capital purchase option, the following language shall be added to Part 3, Warranties of the Technical Specifications, and noting that a separate three-year Maintenance Bond is required as part of the Agreement. Parts 3.1 to 3.2, Warranties as outlined in the Technical Specifications are limited to capital purchase option only.

3.1.D. The Contractor guarantees all of the Work for one year from the date the District accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) calendar days from the date of notice from the District. If the Contractor fails to make good any defects in the Work in

accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the District may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and for the cost of making good such defects and for the District's reasonable legal costs, if any, of recovering against the bond. The Contractor shall remain responsible for repairing any Work found to be defective regardless of when such defect is discovered by the District.

23. There is a maintenance bond specified in the bid documents, which provides for the correction of any defects due to defective materials or workmanship from the date of acceptance of the work until 3 years after the date of acceptance. However, there is not a corresponding termination of any warranty obligations under the Construction Contract. Is the warranty obligation in the Construction Contract limited to a period of three (3) years? Also, procuring a maintenance bond will be very expensive and is not warranted for this type of project.

Response: See response #22.

24. What are the terms of that warranty obligation? Are there any exclusions from the warranty obligation? Can the bidder submit its standard form warranty for consideration by the District? Can the contract be amended to eliminate any implied warranties and to specify that the warranty is the only warranty provided with respect to defects in the our work?

Response: Non-District warranty forms are not acceptable. See Part 3 Warranties of the Technical Specifications including response #22 above for additional requirements.

25. In addition, part 3, "Warranties" of the Specifications provides as follows: 3.1 VENDOR WARRANTY : The vendor is responsible for ensuring that the systems operate as designed for the term of the agreements. All repairs shall be completed in a timely fashion, including, but not limited to, failed cells, inverter issues, damages to units, etc. As part of system monitoring, the Contractor will notify the District staff of performance issues within 15 days.

Response: See response #22.

26. 3.2. All materials used in the construction of the system shall be warranted against degradation for the life of the equipment. An EPC Contractor, who will not be on site after the completion of construction, cannot ensure that the system will operate as designed after completion and commissioning – since operation is not within its control. As such, Section 3.1 A should not apply.

Response: See response #22 for the capital purchase option. For the PPA option, contractor shall negotiate and obtain manufacturer warranties to ensure the system is operational as intended for the term of the agreement.

27. After the express warranty period, then all manufacturer's warranties should be transferred to the District, and the District should look to those manufacturers, and not to the EPC Contractor, for any defects under the corresponding equipment warranties. As

written, the EPC Contractor is responsible for any defects in the manufactured equipment indefinitely.

Response: For the capital purchase option, any remaining warranties past the minimum one-year warranty period shall be transferred to the District. No transfer of warranty is required for the PPA option as it is implied that warranty is a sole responsibility of the contractor for the duration of the PPA.

28. Section 3.1(c) provides that the EPC Contractor will monitor performance after completion of construction. However, after completion of the construction, the District will be responsible for monitoring, not the EPC Contractor. How should this be interpreted?

Response: This applies to PPAs only.

29. As part of the scope of work, the EPC Contractor is to reuse existing racking, conduit, transformers, pull boxes, electric panels, Data acquisition system, etc., as appropriate. However, to the extent that the EPC Contractor re-uses that existing equipment, then the EPC Contractor should not be responsible for any defects in that equipment that cannot be reasonably determined by a visual inspection, and the EPC Contractor should be released from any liability associated with that existing equipment. Moreover, the EPC Contractor should not be required to include that equipment as part of the project warranties. Does the District intend to have the EPC Contractor responsible for any such defects? What is the duration of the warranty that the District will require with respect to that equipment?

Response: Any existing equipment to be reused shall be excluded from the warranty period. Contractor shall thoroughly inspect the functionality of existing equipment prior to being reused and ensure that such equipment will not cause damage the new equipment. Provide inspection report for District files.

30. Also, the indemnity obligation should include a carve-out for any claims associated with defects in the pre-existing equipment used by the EPC Contractor unless the EPC Contractor installs such equipment knowing (or when it should have known) that such equipment is defective.

Response: Contractor may include this concern in the list of exceptions in the proposal for District consideration.

31. Other Contract Items

Response: Contractor may include concerns with contract items in the list of exceptions in the proposal for District consideration.

Figure 1. Map of Generally Understood Medium Voltage pathway



This addendum consists of 7 pages including this page and attachments. Acknowledge receipt of this addendum in the space provided on page 7 of 150, Proposal Cover Page and Bid Schedule, of the Bid Forms, and by signing in the space provided below. Submit original copy of this addendum cover page along with the bid. Failure to do so may disqualify the bidder.

Las Gallinas Valley Sanitary District:

Bidder: _____

Michael P. Cortez, PE, District Engineer
Tel. No. (415) 472-1033, ext. 18

(Authorized Signature)

(Date)