



Valley Center  
Municipal Water District

# **Solar Request for Proposals (RFP):**

<http://therenewablesRFP.com>

Date Released: January 27, 2020



**Valley Center**  
Municipal Water District

29300 Valley Center Rd.  
Valley Center, CA 92082

# **REQUEST FOR PROPOSALS:**

## **Solar PV Systems**

**Date Released: January 27, 2020**

**Mandatory Site Walk: March 4, 2020 at 2:00 p.m. PDT**

**Due Date and Time: March 30, 2020 at 4:30 p.m. PDT**

**Available from: <https://therenewablesRFP.com>**

## TABLE OF CONTENTS

Introduction .....	4
RFP Schedule .....	9
Mandatory Site Walk .....	9
Clarifications/Request for Information .....	10
Notice of Intent to Submit Proposal .....	10
RFP Submission Guidelines .....	10
Selection Process .....	10
Project Background .....	11
Project Description .....	11
Scope of Work .....	13
Design Guidelines .....	13
Code Specifications .....	14
Contractor Responsibilities .....	14
Warranties .....	15
System Monitoring .....	15
Operation and Maintenance of System .....	15
Proposal Requirements .....	16
Evaluation/Selection Criteria .....	18
RFP Exhibits .....	18
Additional RFP Support Documents .....	18
RFP SUBMISSION CHECKLIST .....	20
ATTACHMENT 1. NONCOLLUSION DECLARATION .....	21
ATTACHMENT 2. WORKERS COMPENSATION CERTIFICATE .....	22
ATTACHMENT 3 – BONDING, INSURANCE and PREVAILING WAGE REQUIREMENTS.....	23

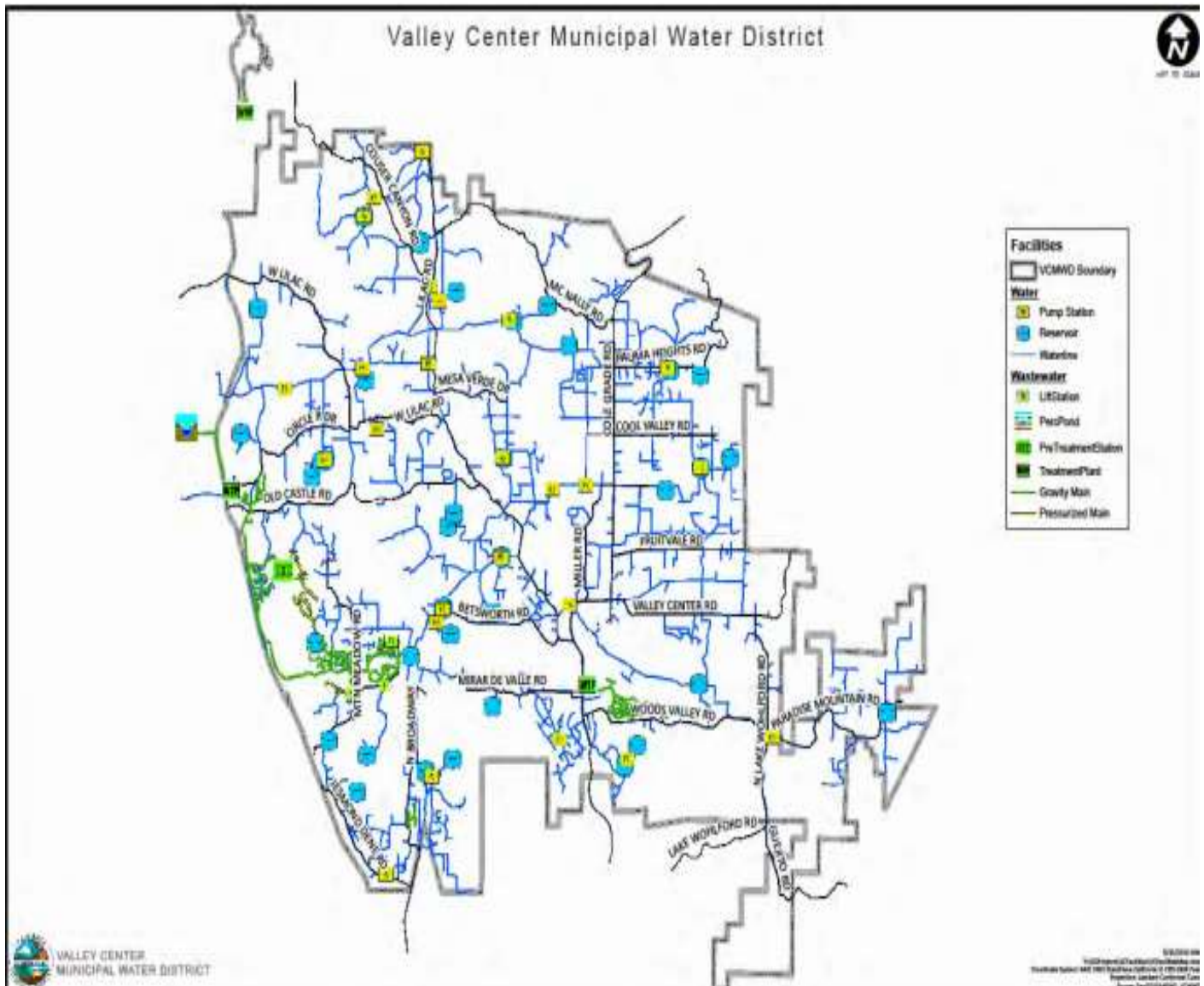
## Introduction

Valley Center Municipal Water District (VCMWD) is a special district in San Diego County, California, authorized by the California State Legislature under the Municipal Water District Act of 1911.



To meet the water needs of its customers throughout its 100 square mile service (64,253 acres), the District has constructed a water system that today consists of:

- Enclosed Reservoirs: 43
- Enclosed Water Storage Capacity: 421 af
- Water Lines: 301 miles
- Pump Stations: 29
- Number of Electric Pumps: 113
- Number of Natural Gas Engine Pumps: 8
- Aqueduct Connections: 7
- Emergency Water Storage: 1,612 af (Lake Turner)
- Solar Power Generation Sites: 7
- Total Pump Capacity: 19,960 hp.



VCMWD's seven existing solar facilities produce over 1.1 million kWh annually.

<b>Project</b>	<b>Start Date</b>	<b>kWh Produced 2018 Fiscal Year</b>
Lake Turner	1/1/2009	857,920
Tyler Pump Station	4/26/2013	43,859
Circle R Pump Station	10/23/2013	46,970
Cobb Reservoir	3/6/2015	27,282
MJM Pump Station	5/14/2015	22,257
Cool Valley Pump Station	2.25/2016	79,952
Miller Pump Station	5/24/2016	51,584

VCMWD is interested in developing additional solar projects. This solicitation is for solar projects at the following sites: Lower Moosa Reclamation Facility (~200kWac), the VCMWD Corporate Facility (~100 kWac), Miller Pump Station (~392 kWac), and Betsworth Pump Station (~600 kWac).

VCMWD is soliciting proposals from qualified solar PV (solar) providers to design, build and finance these solar facilities. VCMWD is interested in a Power Purchase Agreement (PPA). The successful proposer is responsible for all project permitting unless agreed to by VCMWD. Proposers shall have demonstrated experience designing, planning, scheduling, permitting and constructing complete solar electric systems, have relationships with/knowledge of SDG&E, provide project financial analysis and rebate support (if any), provide system monitoring technology, and have established onsite safety standards.

This RFP is conducted in accordance with California Government Code Section 4217.10 et seq. VCMWD intends to select a proposer to perform a paid from savings project as allowed under Government Code Section 4217.10 et seq. Proposals submitted must include evidence sufficient for VCMWD to make the requisite statutory findings under Government Code Section 4217.10 et seq. and proceed with contract award.



## General Conditions

1. Each proposer is responsible for reviewing and understanding all terms of this RFP. Failure to thoroughly examine or request clarification on RFP terms may result in disqualification.
2. Any proposal may be withdrawn at any time prior to the due date with a written request signed by the authorized proposer representative. Revised proposals may be submitted up to the original due date/time.
3. Issuance of this RFP and receipt of proposals does not commit the VCMWD to move forward with an award or complete the project(s) described. VCMWD reserves the right to postpone the RFP award process, to cancel the RFP at any time, to accept or reject any or all proposals received in response to this RFP, and to modify the scope of the project at any time. VCMWD further reserves the right to negotiate any price or provision, task order, or service.
4. Each proposer to this RFP must comply with the specified communication requirements. Any proposer who communicates concerning this RFP with parties or via methods not provided for in this RFP, may be subject to disqualification. Such communication includes contact with VCMWD officials, staff or members of the evaluation committee regarding this RFP through channels or with persons other than as designated in this RFP.
5. Pursuant to Government Code section 1090 and any other laws, rules and regulations that may apply, the proposer covenants that neither it, its subcontractors nor employees presently have an interest, and shall not acquire any interest, direct or indirect, financial or otherwise that would conflict in any manner or degree with contract awarded from this RFP. Proposer certifies that to the best of its knowledge, no one who has or will have any financial interest in the contract awarded from this RFP is an officer or employee of VCMWD. Through its submittal of a proposal, proposer acknowledges that it is familiar with Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California and will immediately notify VCMWD if it becomes aware of any facts concerning the contract to be awarded that constitute a violation of said provisions.
6. Each proposer is expected to fully inform themselves as to the conditions, requirements, and specifications of the RFP before submitting proposals. Failure to do so will be at proposer's own risk, and they cannot secure relief on the plea of error.
7. Proposers are not allowed to submit more than one proposal.
8. The successful proposer shall pay all federal, state and local taxes, levies, duties, and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless VCMWD from any liability on

account of any and all such taxes, levies, duties, assessments, and deductions. proposal prices shall include said taxes

9. VCMWD shall not have any obligation whatsoever and in any manner for any proposer's proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP. Such costs shall be borne solely by the proposer.
10. In submitting a proposal in response to this RFP, proposer is certifying that it takes no exceptions to this RFP including, but not limited to, Attachment 3. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, proposer is directed to carefully review the attached Attachment 3 and, in particular, the insurance and indemnification provisions therein.
11. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by VCMWD and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either VCMWD and the successful proposer have completed negotiations and entered into an Agreement or VCMWD has rejected all proposals. All correspondence with the VCMWD including responses to this RFP will become the exclusive property of the VCMWD and will become public records under the California Public Records Act. Furthermore, VCMWD will have no liability to the proposer or other party as a result of any public disclosure of any proposal or the Agreement. If a proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a proposer submits trade secret information, the proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, VCMWD is not in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the VCMWD will provide proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.
12. An award under this RFP will not be based solely on the lowest solar energy unit price but will be made to the proposer with the overall best value proposal. The successful proposal will meet the project site design guidelines and provide service level acceptable to the VCMWD.
13. Proposals shall remain valid for 60 days after proposal is submitted.



14. Upon award, successful proposer shall secure all appropriate licenses and permits to complete the scope of work included in this RFP.
15. Successful proposer will enter into a formal agreement with the VCMWD following successful negotiation.

## RFP Schedule

The schedule for this RFP is as indicated below. It may be modified at the discretion of VCMWD. An addendum will be issued in the event of any scheduling changes.

Project Milestone	Date/Time
RFP Advertised/released Available at <a href="https://theRenewablesRFP.com">Https://theRenewablesRFP.com</a>	January 27, 2020
Notice of Intent to Submit Proposal/Attend Sitewalk	February 10, 2020
Mandatory Site Walk/Pre-Proposal Conference	March 4, 2020
Requests for Information (RFIs) Due	March 11, 2020
Answers to RFIs available on the RenewableRFP.com	March 16, 2020
Proposal Due	March 30, 2020 Electronic version and Hardcopy summary with flash drive
Notice of Intent to Award	By April 20, 2020
Fully Executed Contract	As Soon As Possible - TBD
Project Notice to Proceed	TBD
System Operation Date	TBD

## Mandatory Site Walk

Mandatory pre-proposal meeting and site walk are scheduled for March 4 at 10:00 a.m. PDT. All interested firms must attend this required site visit. Participants will meet at the VCMWD Corporate Facilities, 29300 Valley Center Rd, Valley Center, CA 92082 at the time stated above. Please submit confirmation with the names of those attending the site walk by February 10, 2020 at 4:30 pm PDT.



### **Clarifications/Request for Information**

Please submit questions via email to [lon@energywaterexpert.com](mailto:lon@energywaterexpert.com). Copies should be sent to [ghoyle@vcmwd.org](mailto:ghoyle@vcmwd.org). Responses to questions will be posted on RFP website and will be available all proposers.

### **Notice of Intent to Submit Proposal and Attend Mandatory Site Walk**

Proposers must notify VCMWD of their intent to participate in the site walk and of their intent to submit a proposal to [lon@energywaterexpert.com](mailto:lon@energywaterexpert.com) and [ghoyle@vcmwd.org](mailto:ghoyle@vcmwd.org) by no later than February 10, 2020 at 4:30 pm PDT to ensure receipt of all addendums and other project documents. Addendums to this RFP based on submitted technical questions, along with changes to the proposal schedule, will be posted on RFP website [<http://therenewablesRFP.com>] and notifications issued via email to all proposers.

### **Proposal Submission Guidelines**

Electronic and one hard copy submission required by March 30, 2020 at 4:30 pm PDT. One electronic copy of all files should be emailed to [ghoyle@vcmwd.org](mailto:ghoyle@vcmwd.org) and one to [lon@energywaterexpert.com](mailto:lon@energywaterexpert.com). If files are too large to be emailed proposers should establish a drop site and provide access information. Please also provide a hard copy of the proposal along with flash drive including all files to:

Greg Hoyle  
Director of Operations & Facilities  
Valley Center MWD  
29300 Valley Center Rd  
Valley Center, CA 92082.

### **Selection Process**

Award, if made, will be made to the proposer offering the most advantageous proposal after consideration of all factors set forth in this RFP (i.e., evaluation criteria, interviews, independent research/reference checks, etc.). VCMWD reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain firms may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful proposer will be selected on the basis of information provided in the RFP, in-person presentations (if any), and the results of VCMWD's research and investigation. Upon selection of a firm, the VCMWD will endeavor to negotiate a mutually agreeable agreement with the selected firm. In the event that the VCMWD is



unable to reach agreement, the VCMWD will proceed, at its sole discretion, to negotiate with the next firm selected by the VCMWD. The VCMWD reserves the right to contract for services in the manner that most benefits the VCMWD including awarding more than one contract if desired.

### **Project Background**

VCMWD's interest in pursuing additional solar photovoltaic projects is fundamentally to reduce SDG&E electricity use/electricity costs. Subservient goals and objectives are to reduce GHG (greenhouse gas) in concert with California policy goals and to support VCMWD sustainability goals.

- **Project Financing:** Proposers need to provide proposals with a Power Purchase Agreement.
- **Duration:** A 20-year PPA is desired.
- **Additional Considerations:** PPA should include buyout options at 5, 10, and 15 years.
- **Operation & Maintenance:** The selected Company will provide O&M services for 20 years following install as long as the PPA is in place.
- **Monitoring** – third party monitoring, preferably Locus system.

### **Project Description**

There are four projects included in this solicitation. The RFP response should include a PPA option for each of the listed sites.

**Lower Moosa Reclamation Facility [Exhibit A]** The project site is located at 8711 Circle R Drive, Valley Center, CA 92082. The Interstate 15 corridor on the west end of the District, including Hidden Meadows, Lawrence Welk, and Castle Creek areas, is served by the Lower Moosa Canyon Water Reclamation Facility (see Exhibit A). Lower Moosa Canyon Water Reclamation Facility named "Treatment Plant of the Year" by the California Water Environment Association in 2014.

- **Desired System Size:** The solar system shall be comprised of an array of photovoltaic panels and electrical equipment components of approximately 200 kW(ac) sized to maximize savings.
- **Description of Desired Solar System:** Ground mount (fixed)

**VCMWD Corporate Facility [Exhibit B]** The Valley Center Municipal Water District (VCMWD) Corporate Facility, located at 29300 Valley Center Road, Valley Center, CA, currently consists of five separate SDG&E accounts: the main Administrative building (AdmnBldg); Engineering I, II and break room (Eng I,II,Brkrm); Operations/Engineering III (Ops,EngIII); Construction and Warehouse (Const,Wrhse); and the Boardroom



(BrdRm). Ops,EngIII, EngI,II,Brkrm, and BrdRm are currently on a small commercial SDG&E Tariff (TOU-A-P). The AdmnBldg and EngI,II,Brkrm are on a medium commercial SDG&E tariff (AL-TOU).

Account	Meter Number	SDGE account number	SDGE Tariff
AdminBldg	2555640	1708584106	AL-TOU/PP-D
Eng I,II, Brkrm	6680472	28335841083	AL-TOU
Ops, Eng III	6561254	23284060629	TOU-A-P
Const,Wrhse	6563123	5083584100	TOU-A-P
BrdRm	6487406	3893294804	TOU-A-P

- **Desired System Size:** The solar system shall be comprised of an array of photovoltaic panels and electrical equipment components of approximately 100 kW(ac) sized to maximize savings.
- **Description of Desired Solar System:** Carport/Roof Mount.

**Miller Pump Station [Exhibit C]** The Miller Pump Station is located at 29801 Anthony Dr, Valley Center, CA.

- **Desired System Size:** The solar system shall be comprised of an array of photovoltaic panels and electrical equipment components of approximately 392 kW(ac) sized to maximize savings.
- **Description of Desired Solar System:** Ground mount.

**Betsworth Pump Station [Exhibit D]** The Betsworth Pump Station is located at 11580 Betsworth Rd, Valley Center, CA. There are currently four separate SDG&E accounts at this location: Betsworth 1-6, Betsworth 9-14, Betsworth 15-17, and Betsworth Forebay. There is also an existing ~1MW solar installation at this location (also known as Lake Turner).

Account	Comments	SDGE account number	SDGE Tariff
Betsworth 1-6		7331644062	TOU-PA2-Commercial
Betsworth 9-14	~1MW solar installed	4351412741	TOU-PA2-Commercial
Betsworth 15-17		6206646644	TOU-PA3-Commercial
Betsworth FRB		5081643704	TOU-A-P

- **Desired System Size:** The solar system shall be comprised of an array of photovoltaic panels and electrical equipment components of approximately 600 kW(ac) sized to maximize savings.
- **Description of Desired Solar System:** Ground mount.

**Scope of Work**

VCMWD is soliciting proposals from qualified solar providers to design, build and finance and operate solar photovoltaic project at the site addresses. The goal of this RFP is to identify a solar partner with the necessary experience to ensure a fully managed and well executed process. The successful proposer will have demonstrated experience financing, designing, planning, scheduling, permitting and constructing, interconnection and owning a solar PV system. Contractor is responsible for any and all permitting, with the exception of environment permitting, which VCMWD will provide. Proposers must have experience with SDG&E regulations, provide project financial analysis, and have established onsite safety standards.

**Design Guidelines**

Contractor should consider the following guidelines when designing the solar system.

- Panels’ orientation or azimuth shall be within 20-30 degrees of due south.
- Panels’ tilt shall be based on site latitude and wind conditions.
- Ground cover and vegetation management shall be included in the proposal.
- Storm water management and erosion control management plan shall be included in the proposal.
- All lines interconnecting solar arrays to point of interconnection shall be underground.



- The contractor shall develop a design for a new photovoltaic system. Not all locations identified need to be utilized. It is the responsibility of the contractor to assess site topography and geotechnical attributes to estimate costs related to project installation. VCMWD will do the environmental permitting, preparing a Mitigated Negative Declaration.
- Ground mounted systems shall be either directly anchored into the ground (driven piers, concrete footers, ground screws, etc.) or ballasted on the surface without ground penetration.
- Mounting system design needs to meet applicable local building code requirements with respect to snow, wind, and earthquake factors.

### **Code Specifications**

All power generation and transmission equipment must be UL listed for its designed use. Construction must comply with current adopted State Building Code, which includes: International Building Code, National Electric Code (NEC) and State Fire Marshall (if applicable).

- **Modules:** System modules shall be UL1703 listed, and CEC-listed
- **Inverters:** Shall be UL1741 listed and must be CEC-listed with an efficiency of 95% or higher

### **Contractor Responsibilities**

The final design package and documents shall include the following for each location but are not all required in the proposal stage. Please reference the proposal requirement section for detailed proposal submission requirements:

- Description of the solar system
- Construction documents and engineering calculations
- Layout drawing of installation site providing location of all equipment
- Equipment details and specifications
- Schedule for equipment procurement and installation
- Description of how SDG&E grid interconnection requirements will be met
- Description of controls, monitors, and instrumentation to be used for the solar system
- Equipment and installation manuals
- Safety plan
- Quality control plan
- Operations and Maintenance manuals for system operations and performance monitoring over the life of the contract
- Web-based monitoring for 20 years

- Close out report including the following information: system nameplate size, the overall installed cost of the system and estimated and guaranteed annual kilowatt hour (kWh) production (if applicable).

### **Warranties**

The solar provider's standard system warranty coverage should cover modules, inverter, racking and workmanship.

- **Modules:** 25-Year Power Output & 10 Workmanship Limited Warranty
- **Inverter:** 10-Year Limited Warranty, Provide a price and/or plan for inverter replacement in year 11 and beyond
- **Racking:** 10-Year Limited Warranty priority
- **Workmanship:** 1 Year Limited Warranty

**Bonding, Insurance, Indemnity, and Prevailing Wage Requirements – See Attachment 3.**

### **System Monitoring**

Monitoring of system performance and providing public education and outreach is an important element of this RFP. The VCMWD will favor a proposal that includes a turnkey monitoring system that can be integrated into the VCMWD computer system for display on the VCMWD website. The system should display and analyze historical and live solar electricity generation data. Additionally, the regularly collected data should reflect, but not be limited, to the following:

- Average and accumulated output (kWh/kW and total kWh)
- Capacity factor.

### **Operation and Maintenance of System**

The successful proposer will be required to provide operation and maintenance of the entire solar electric system for the 20 years term of the PPA. Operations and maintenance services include:

- Online monitoring
- Performance monitoring, notification, and troubleshooting – must have personnel available to notify VCMWD of an outage or decrease in system production
- Corrective maintenance to mitigate any risk to the system or minimize down time
- System Performance Reports that compares actual production to predicted production
- Preventative maintenance and inspections to identify and fix problems before they occur, including infrared photography for hot spots, manufacturer recommended maintenance, hardware torque checks, and array cleanings
- Weed abatement for ground mount

Prior to system start-up, the successful proposer shall supply VCMWD two copies of all Component Product Data and Component Operation and Maintenance manuals. The information shall be sufficient for VCMWD to evaluate and ensure appropriate O&M is being completed over the life of the system. Examples of components include solar panels, conduit, inverter, net metering equipment, etc. Project as-builts that detail location of all above and underground utilities and components shall be submitted within 30 days of system start-up.

### **Proposal Requirements**

Proposal response date is no later than March 30, 2020 at 4:30 p.m. PDT for electronic submittals and for hard copy. Proposals received after this time will not be considered. It is the responsibility of the proposer to ensure that the proposal and all attachments thereto are received by VCMWD in a timely manner.

### **Proposal Format**

Please include the following sections in your proposal submittal in the following order.

- **Cover/Transmittal Letter:** Cover letter should be addressed to:

Greg Hoyle  
Director of Operations & Facilities  
Valley Center MWD  
29300 Valley Center Rd  
Valley Center, CA 92082

and signed by a legally authorized representative of the proposer. Cover letter should summarize key provisions of the proposal and must include name, address, phone and email of the proposer contact.

- **Executive Summary:** Include key provisions of the proposal, including pricing, proposer's role on project, brief description of proposed systems, financing, relevant experience of proposer/company, and key timeline dates.
- **Company Profile:** Years in business, description of proposer/company background, applicable state licensing, OSHA background and safety protocol, Insurance, Quality Assurance/Quality Control documentation, CSLB license number.
- **Project Experience:** Include projects completed in the last 5 years similar in scope and size to the proposed project. Include project name, system size, location, and brief 2-3 sentence project description. Highlight companies permitting and interconnection experience with SDG&E.
  - **References:** Provide 3 project references with direct client phone numbers.



- **Project Team:** Organization chart and bios (length of time with firm, key projects) of key team members, capability to perform work/workload capacity. Please only profile individuals that will directly be working on this project. Clearly identify the project manager.
- **Technical Solution/Scope of Work:** Describe your technical approach to the design and construction of the solar projects including:
  - Technical Approach, Design, Equipment, Installation
    - Panels, inverter, racking specifications
    - Equipment and workmanship warranties
  - Exhibits showing proposed layouts and system single line diagrams
  - Proposed monitoring system/solution
  - Operations & Maintenance Plan offered for the projects. Please price O&M plan separately
- **Production Guarantee:** Provide a kWh guarantee for year 1, along with an annual production guarantee as long as the PPA duration. Performances guarantee should be measured, and any shortfall (damages) trued up on an annual basis. Provide a maximum annual allowed degradation factor.
- **Estimated Value of Solar System Construction –** Provide and estimated value of the complete solar system, including, but not necessarily limited to all labor, materials, profit, over-head, and permitting cost. The District shall reserve the right to review and seek modifications to the estimated it deems prudent and appropriate based upon its experience and expertise.
- **Price Proposal:** Provide a PPA price for the systems at each of the four sites.
  - Present year 1 - 20-year financial indicators. Provide payback period, IRR, and NPV (use a 4% discount rate to determine net present value and internal rate of return)
  - Present annual cash flows (pro forma). Include inverter replacements at year 11.
  - Annual expected (guaranteed) PV electrical production by year.
  - Annual value of electricity from this project (\$/kWh).
- **Safety:** Please include a brief description of the safety practices of your firm, as well as the OSHA Reporting Indicators for the last 3 years.
- **Proposed Schedule:** Identify key project milestones and include any necessary review periods for VCMWD. Include an expected completion date (utility PTO).
- **Sample Contract:** Please provide a sample contract for the PPA. Include specifics of a buyout provision for VCMWD at 5, 10, and 15 years.
- **Appendices**
  - System production forecasting and calculation assumptions
  - Economic assumption, including NEM2 cost assumptions.
- **Attachment 1. Noncollusion Declaration (signed)**

- **Attachment 2. Workers Compensation Insurance Certificate (signed)**

**Attachment 3. Bonding, Insurance and Prevailing Wage Requirements** is included with this RFP for reference and does not need to be submitted with RFP response.

**Evaluation/Selection Criteria:**

The VCMWD will evaluate proposals according to the evaluation criteria below. Result of this step will be the identification of the selection of a proposal for negotiation of a contract. Points will be awarded based on the relative merit of the information provided in the response to the solicitation. Selection based on the total number of points awarded by the evaluation committee.

- Proposal Cost Effectiveness 65 points
- Technical Approach/ Implementation Schedule 10 points
- Company Qualifications/Project Experience 15 points
- Project team, team experience and approach 10 points

VCMWD may elect to conduct interviews with selected proposers to ask questions or for more detail on the proposed project. The VCMWD reserves the right to seek supplemental information from any proposer at any time after official proposal opening and before award. This will be limited to clarification or more detail on information included in the original proposal. Upon acceptance of a proposal and intent to award, the successful proposer will be required to execute and return all required project documents and certificates of insurance within 10 days from the Notice of Award. Should the selected firm fail or refuse to execute the project documents, the VCMWD reserves the right to accept the proposal of the firm offering the next best value to the VCMWD.

**Noncollusion Declaration:**

Proposers shall submit as part of their proposal documents the completed Non-Collusion Declaration attached hereto as Attachment 1.

**Worker’s Compensation Insurance Certificate:**

Proposers shall submit as part of their proposal documents the completed Worker’s Compensation Insurance Certificate attached hereto as Attachment 2.

**RFP Exhibits [all available on RFP website <http://therenewablesRFP.com>]**

- **VCMWD Solar 2020 RFP** (this document)
- **Addendum. Additional RFP Support Documents**  
 Questions and Answers  
 Additional Information Site Walk Information



- **Exhibit A: Moose Reclamation site Information** (overhead aerial and site electrical single line electrical diagram, Monthly SDG&E bills and Site Interval Demand data – 15-minute interval data from 6/18 to 6/19).
- **Exhibit B: Corporate Center site Information** (overhead aerial and site electrical single line electrical diagram, for each SDG&E account Site Monthly SDG&E bills and Site Interval Demand data – 15-minute interval data from 6/18 to 6/19).
- **Exhibit C: Miller Pump Station Site Information** (overhead aerial and site electrical single line electrical diagram, for each SDG&E account Site Monthly SDG&E bills and Site Interval Demand data – 15-minute interval data from 6/18 to 6/19).
- **Exhibit D: Betsworth Pump Station site Information** (overhead aerial and site electrical single line electrical diagram, for each SDG&E account Site Monthly SDG&E bills and Site Interval Demand data – 15-minute interval data from 6/18 to 6/19).

# RFP SUBMISSION CHECKLIST

## Due Dates

- Notify VCMWD of Intent to Attend Pre-proposal and Site Walk Conference and Submit Proposal (February 10, 2020 at 4:30 pm PDT)
- Attend Pre-proposal Conference and Site Walk (March 4, 2020 at 2:00 p.m. PDT)
- Provide VCMWD with any questions/clarifications (by March 11, 2020 at 4:30 pm PDT).
- RFP due. One hard copy to Greg Hoyle, VCMWD, and electronic copies emailed to [ghoyle@vcmwd.org](mailto:ghoyle@vcmwd.org) and one to [lon@energywaterexpert.com](mailto:lon@energywaterexpert.com). Due March 30, 2020 at 4:30 p.m. PDT.

## RFP Submittal

### Contents

- Cover/Transmittal letter
- Executive Summary
- Company Profile
- Project Experience
- References
- Project Team
- Technical Solution/Scope of Work
- Production Guarantee.
- Price Proposals (separate ones for each site)
- Safety
- Proposed Schedule
- Sample Contract
- Appendices (System production forecasting and calculation assumptions and economic assumption, including NEM2 cost assumptions)
- Noncollusion Declaration signed (Attachment 1)
- Worker's Compensation Insurance Certificate signed (Attachment 2)

### Transmittal

- Electronic Version
- Hard copy with flash drive of all files



**ATTACHMENT 1  
NONCOLLUSION DECLARATION.**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. All statements contained in the proposal are true. The Proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Proposer Name (Person, Firm, Corp.) Title of Authorized Representative

\_\_\_\_\_  
Address Name of Authorized Representative

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed at (Place))



**ATTACHMENT 2**  
**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

---

Name of Proposer (Person, Firm, or Corporation)

---

Signature of Proposer's Authorized Representative

---

Name and Title of Authorized Representative

---

Date of Signing

## **ATTACHMENT 3 – Bonding, Insurance and Prevailing Wage Requirements**

The successful proposer (“Contractor”) shall be responsible for comply with all of the following requirements upon contract award by the District. The following provisions shall each be incorporated verbatim into the Contract between District and the Contractor.

### **I. Bonding**

Contractor shall deliver to the District four identical counterparts of a Performance Bond and a Payment Bond in the form supplied by the District and included as Exhibits D-1 and D-2. Failure to do so may shall constitute a material breach of the Contract by Contractor. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the total value of the Project.

### **II. Insurance Requirements**

The Contractor shall obtain, and at all times during performance of the work of this Contract, maintain all of the insurance described herein. Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause. Contractor shall furnish District with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms acceptable to the District. All certificates and endorsements must be received and approved by the District before work commences.

- a. **Workers’ Compensation Insurance.** The Contractor shall provide workers’ compensation insurance for all of the employees engaged in work under this Contract, on or at the Site, and, in case of any sublet work, the Contractor shall require the subcontractor similarly to provide workers’ compensation insurance for all the latter’s employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor’s insurance shall be covered by the

Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

- b. **Employer's Liability Insurance.** Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.
- c. **Commercial General Liability Insurance.** Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.
  - i. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.
  - ii. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.



- iii. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.
  - iv. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
  - v. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- d. **Automobile Liability Insurance.** Contractor shall provide “occurrence” form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the District. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.
- e. **Builder’s Risk [“All Risk”]**
- i. It is the Contractor’s responsibility to maintain or cause to be maintained Builder’s Risk [“All Risk”] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts no responsibility for the work until the work is formally accepted by the District. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the work.

- ii. The named insureds shall be Contractor, all subcontractors of any tier (excluding those solely responsible for design work), suppliers, and District, its officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the work following acceptance by District.
- iii. The policy shall be provided for replacement value on an “all risk” basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to District to ensure adequacy and sublimit.
- iv. In addition, the policy shall meet the following requirements:
  - 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
  - 2) Coverage shall include all materials stored on site and in transit.
  - 3) Coverage shall include Contractor’s tools and equipment.
  - 4) Insurance shall include boiler, machinery and material hoist coverage.
- f. **Professional Liability Insurance.** At all times during the performance of the work under the Contract the Contractor shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and with limits of two million dollars (\$2,000,000) per claim and aggregate . This insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Contractor. “Covered Professional Services” as designated in the policy must specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

- g. **Subcontractors Requirement.** Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required herein unless otherwise agreed to in writing by District. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.

#### **Form and Proof of Carriage of Insurance**

- h. The District, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.
- i. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the District, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the District indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.
- j. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District its directors, officials, officers, employees, agents and volunteers.

- k. The Certificate(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate the Contract or stop the work in accordance with the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- l. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- m. The District reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- n. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the work under this Contract.

### **Insurance Filing Guidelines**

Complying with these insurance filling guidelines will help meet the District's requirements more efficiently:

#### **General Filing Guidelines-**

- All endorsements must contain the policy number and an authorized signature.
- The additional insured endorsement cannot be blanket in nature and must specifically name the District, its directors and officers, employees, and agents or representatives.
- The primary/noncontributory language cannot be blanket in nature and must specifically name the District, et al.

- The waiver of subrogation cannot be blanket in nature and must specifically be in favor of the District, its directors and officers, employees, and agents or representatives.

**For General Liability Insurance -**

- Policy must include an endorsement for a cancellation clause providing that coverage will not be cancelled except after 30 days prior written notice to the District.
- Policy must include an endorsement containing primary/noncontributory language.

**For Automobile Insurance -**

- Policy must include an endorsement for a cancellation clause providing that coverage will not be cancelled except after 30 days prior written notice to the District.

**For Builder’s Risk –**

- Policy must include District as a named insured or loss payee.

**For Workers’ Compensation Insurance -**

- Waiver of Subrogation is blanket in nature and must specifically be in favor of the District, et al.
- Policy must include an endorsement for a cancellation clause providing that coverage will not be cancelled except after 30 days prior written notice to the District.

**III. Indemnification**

Contractor shall defend, indemnify, and hold harmless the District, and its officers, agents and employees against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Contractor, the Contractor’s officers, employees, or Consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement, except to the extent such claims are due to the active negligence or willful misconduct of the District or its officers, agents or employees. For purposes of this section only, “claims” means any and all claims, demands, actions and suits brought by a party other than the District for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense

obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall be in addition to the other indemnification provisions contained in the Contract Documents. The only limitations on this provision shall be those imposed by Civil Code Sections 2782 and 2782.8.

Contractor will indemnify, hold harmless, release and defend District from and against any and all claims arising from an allegation, charge, assertion or accusation by a third party that Contractor and/or District has violated California Government Code Section 1090 or any other conflict-of-interest law in the procurement, execution or performance of this Contract. This indemnification obligation will continue to bind Contractor after the termination or expiration of this Contract.

#### **IV. California Prevailing Wage Laws**

The Contractor is hereby alerted to the prevailing wage requirements of California Labor Code sections 1720 et seq., which requires payment of prevailing wages in effect at the time the Agreement is signed. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed, copies of which are on file and will be made available to any interested party upon request at the office of the District or online at <http://www.dir.ca.gov/dlsr>. Contractor shall post these rates at the job site. Contractor shall comply with all applicable Labor Code provisions. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815. work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the project will use State funds. Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. Contractor shall post all required job site notices pursuant to the Labor Code and related regulations.

For all projects, whether new or ongoing, the Contractor shall submit records, including those specified in Labor Code section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. The District may withhold \$100 for each calendar day after ten days from the prime contractor's receipt of a request to produce payroll records (as described in Labor Code §1776(a)) that the contractor fails to produce such records.

Contractor shall indemnify, defend and hold harmless the District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Valley Center Municipal Water District, (hereinafter referred to as "District") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") an agreement for **Contract No.** \_\_\_\_\_, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.





Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges is \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California)

\_\_\_\_\_



# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)  Limited
- Attorney-In-Fact  General

\_\_\_\_\_ Number of Pages

- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
 Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.



# Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### CAPACITY CLAIMED BY SIGNER

### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

**END OF PERFORMANCE BOND**



**EXHIBIT 3-2**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Valley Center Municipal Water District (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_, has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** \_\_\_\_\_ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of



# Valley Center Municipal Water District

recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_





### Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

\_\_\_\_\_ Title(s)

\_\_\_\_\_ Title or Type of Document

- Partner(s)
  - Limited
  - General

\_\_\_\_\_ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.





### Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public \_\_\_\_\_

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

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- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_ Date of Document

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.







# Valley Center Municipal Water District

**END OF PAYMENT BOND**

