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**Samir Sheikh**  
Executive Director  
Air Pollution Control Officer

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Northern Region Office  
4800 Enterprise Way  
Modesto, CA 95356-8718  
(209) 557-6400 • FAX (209) 557-6475

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Central Region Office  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244  
(559) 230-6000 • FAX (559) 230-6061

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Southern Region Office  
34946 Flyover Court  
Bakersfield, CA 93308-9725  
(661) 392-5500 • FAX (661) 392-5585

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DATE: October 15, 2026

TO: SJVUAPCD Governing Board

FROM: Samir Sheikh, Executive Director/APCO  
Project Coordinator: Mario Orosco

RE: **ITEM NUMBER 9: EXECUTE AGREEMENT WITH  
PACIFIC SOLAR FOR THE DISTRICT'S SOLAR  
ELECTRICITY PROJECT AT A COST NOT TO  
EXCEED \$2,470,858**

**RECOMMENDATIONS:**

1. Approve and authorize the Chair to execute an agreement with Valley Pacific Builders, Inc. dba Pacific Solar for an amount not to exceed \$2,470,858 to design, construct, install, and commission the District's Solar Electricity Project.
2. Find that the District's Solar Electricity Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code section 21080.35 and CEQA Guidelines sections 15301 and 15302, and direct staff to file a Notice of Exemption.
3. Approve the attached Budget Resolution to amend the District's 2026-27 appropriations for the project costs plus a 10% contingency (\$247,085), funded by decreases to the Long Term Building Maintenance Reserve and Unassigned General Fund balance.
4. Authorize the Executive Director/APCO to approve change orders for unforeseen conditions and other changes necessary to complete the awarded Project scope, within the project contingency included in the Budget Resolution.
5. Authorize the Executive Director/APCO, or designee, to take all necessary actions to pursue and receive any eligible federal elective payments and other available incentives associated with the project.

6. Authorize the Executive Director/APCO to elect, at a future date and if determined to be in the District's best interest, the separately priced operations and maintenance services for the solar photovoltaic system through written authorization under Section C.1 of the Agreement, at the pricing established in Pacific Solar's proposal, subject to available funding.

## **BACKGROUND:**

Consistent with your Board's direction, as part of the District's ongoing efforts to reduce facility operating costs, modernize infrastructure, and support the increasing use of electric vehicles and demand for electric vehicle (EV) charging at District facilities, staff developed a comprehensive Solar Electricity Project centered at the District's Central Region office in Fresno. The project is designed to offset approximately 90% to 100% of the Central Region's annual electricity consumption while providing covered parking, renewing the facility's aging roofing system, and modernizing existing EV charging equipment. Collectively, these improvements are intended to reduce long-term facility operating costs, extend the useful life of existing infrastructure, enhance EV charging availability and reliability for users of District facilities, and provide durable facility and energy improvements that will benefit District operations for many years.

The proposed agreement provides a comprehensive, turnkey project consisting of a solar photovoltaic (PV) system and solar parking shade structures at the Central Region office; a new spray polyurethane foam (SPF) roofing system at the Fresno facility; and replacement of 10 existing Level 2 EV charging stations with new commercial grade ChargePoint stations across the District's three regional offices (six in Fresno, two in Modesto, and two in Bakersfield). The agreement also includes all necessary engineering, design, permitting, utility interconnection, equipment, construction, testing, commissioning, monitoring, training, and project closeout.

## **DISCUSSION:**

On July 27, 2026, the District issued a Request for Proposals (RFP) for the comprehensive project described above, with proposals due by 5:00 P.M. Pacific Time on September 11, 2026. On August 11, 2026, the District held a non-mandatory on-site proposer question-and-answer session and facility walk-through, allowing prospective proposers to inspect the Fresno facility, roof, parking areas proposed for potential solar shade structures, electrical infrastructure, and EV charging equipment and obtain clarification on project requirements.

The RFP established a weighted 100 point best-value evaluation methodology designed to consider the overall benefit of each proposal to the District. Proposals were first reviewed for completeness, responsiveness, and compliance with RFP requirements.

The RFP's published evaluation criteria and weighting were as follows:

| <b>Evaluation Criterion</b>                                                     | <b>Points</b> |
|---------------------------------------------------------------------------------|---------------|
| Pricing and Lifecycle Cost (20 points objective formula; 5 points panel-scored) | 25            |
| Technical Approach and Project Design                                           | 20            |
| Project Schedule and Placed-in-Service Assurance                                | 20            |
| Experience and Qualifications                                                   | 15            |
| Warranties, Reliability, and Long-Term Support                                  | 10            |
| Contract Terms and Proposal Responsiveness                                      | 5             |
| Sustainability and Value-Added Features                                         | 5             |
| <b>Total</b>                                                                    | <b>100</b>    |

Twenty of the 25 pricing points were computed by formula from a uniform 25-year lifecycle cost model applied identically to all proposers; the remaining criteria were scored independently by a five-member evaluation panel and averaged.

The District received six proposals in response to the RFP. Two proposals did not proceed to evaluation: one was received after the submission deadline and was not accepted (DC Solar Electric, Inc.), and one was determined nonresponsive because the proposer did not hold the required California contractor license at the time of submittal (BrightWatt, LLC).

The remaining four responsive proposals proceeded to evaluation, with the following results:

| <b>Proposer</b> | <b>Project Cost</b> | <b>Evaluation Score (of 100)</b> |
|-----------------|---------------------|----------------------------------|
| Pacific Solar   | \$2,470,858         | 89.0                             |
| Turnkey Energy  | \$2,604,071         | 84.3                             |
| Excite Energy   | \$2,798,963         | 70.4                             |
| Barrier Solar   | \$2,408,105         | 64.6                             |

All four evaluated proposers met the RFP's minimum licensing and qualification requirements and were scored against the weighted best-value criteria described above. Pacific Solar received the highest evaluation score and also produced the lowest 25-year levelized lifecycle cost of the four evaluated proposals under the District's uniform financial model.

Following evaluation, staff determined that Valley Pacific Builders, Inc. dba Pacific Solar submitted the most comprehensive and responsive proposal under the weighted best-value criteria set forth in the District's RFP, at a total cost of \$2,470,858. Based on the evaluation results, staff recommends Pacific Solar as the most qualified contractor to perform the project. Pacific Solar has more than two decades of Central Valley experience in solar, electrical, EV charging, and related construction projects. The firm previously installed the District's existing ChargePoint infrastructure at its regional offices.

Staff conducted reference checks with several of Pacific Solar's prior clients, all of whom reported positive experiences and cited strong communication, quality workmanship, professionalism, responsive warranty service, and reliability. Relevant Fresno area projects include a 6.7 MW commercial solar system with 10 Level 2 EV chargers for OK Produce; a 282 kW commercial rooftop solar system for James G. Parker Insurance; and a 105 kW solar project across six Fresno Economic Opportunities Commission (EOC) facilities. Pacific Solar also has demonstrated experience working with government and public agencies, the capacity to perform work across all three District offices, and holds the required California contractor licenses and Department of Industrial Relations (DIR) registration.

The Solar Electricity Project qualifies as a public works project under California Labor Code section 1720 and is subject to prevailing wage, DIR contractor registration, certified payroll, and other applicable public works requirements. The agreement requires the contractor to maintain required registrations and comply with applicable federal, state, local, utility, and District requirements. It also requires 100% performance and payment bonds and includes a 25 year solar module product warranty, 25 year workmanship warranty for the solar PV installation, 15 year no-dollar-limit (NDL) roofing warranty, and 5 year EV charger parts-and-labor warranty.

Pacific Solar's proposed photovoltaic system is approximately 600.1 kW-DC / 536.1 kW-AC, including approximately 280 kW-DC of rooftop solar and 320 kW-DC of solar parking shade structures. It is modeled to produce an estimated 952,786 kWh in year one, closely matching the facility's recent annual electricity usage, with modeled first year electricity cost savings of approximately \$151,000 based on the District's independent analysis of its metered electricity usage, which accounts for energy exported to the grid being compensated at lower avoided-cost rates. In addition to the solar installation, the project includes significant work to renew the end-of-life roofing at the Fresno facility, consisting of the installation of a spray polyurethane foam (SPF) roofing system across approximately 66,600 square feet of roof area.

The proposed agreement requires the solar PV system to achieve the required placed-in-service milestone no later than November 30, 2027, providing additional schedule contingency to protect the District's ability to pursue available federal incentives. Pacific Solar's proposed schedule targets utility Permission to Operate (PTO) by July 15, 2027, more than four months before the contractual milestone. The agreement also requires

ongoing schedule monitoring and corrective measures for contractor-caused delays and provides that any loss of the federal elective payment resulting from the contractor's unexcused failure to meet the milestone may be recovered by the District.

Taken together, the project represents a long-term investment in the District's facilities and operating infrastructure. The solar PV system is designed to substantially offset the Central Region office's annual electricity consumption and reduce utility costs; the SPF roof improvements will renew the existing roofing system and extend its useful life; the solar parking structures will provide covered parking while generating electricity; and the EV charging replacements will modernize charging infrastructure across all three regional offices. These improvements, supported by long-term warranties and contractual performance protections, are expected to provide operational and financial benefits to the District for many years.

The proposed agreement does not include the optional Battery Energy Storage System (BESS) or other separately priced additive alternates, proposed at \$505,000 before applicable federal credits. Based on staff's evaluation and proposer's input, current electricity usage and operational needs do not justify the additional cost of battery systems at this time, and adding battery scope now would introduce schedule risk to the project's November 30, 2027 placed-in-service milestone. Proceeding with the solar PV system now allows the District to begin realizing electricity cost savings while preserving the option to add battery storage in the future as the District's energy needs increase with fleet electrification and as battery costs continue to decline. Any future BESS project would be separately evaluated and would require appropriate authorization establishing scope, price, funding, and schedule.

In addition, the District intends to pursue the federal Clean Electricity Investment Tax Credit under Internal Revenue Code Section 48E through elective payment under Section 6417. Based on the credit-eligible portion of the project (\$2,040,258), the District's planning estimate is an elective payment of approximately \$612,077 at the 30% base credit rate. A domestic-content bonus credit of up to 10% (approximately \$204,000 additional) may be available if supplier documentation supports it, and staff will pursue it where eligible. Actual eligibility and payment remain subject to applicable federal requirements; the agreement requires contractor documentation and cooperation necessary to support the District's claim.

Approval of this item will authorize the Chair to execute an agreement with Pacific Solar for the Solar Electricity Project in accordance with the RFP and negotiated contract terms, in an amount not to exceed \$2,470,858, consisting of \$2,040,258 for the solar PV system and parking shade structures, \$275,600 for the SPF roofing system, \$135,000 for replacement of ten EV charging stations, and \$20,000 for required payment and performance bonds. The complete evaluation record is maintained in the District's procurement file.

## **ENVIRONMENTAL REVIEW:**

The Solar Electricity Project is exempt from the California Environmental Quality Act (CEQA) under Public Resources Code section 21080.35 and CEQA Guidelines sections 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), and 15311 (Accessory Structures).

The solar PV system will be installed on the roof of the existing Central Region office and on solar parking shade structures within existing District parking areas that have been designated and used for vehicle parking for more than two years. Installation of a solar energy system on the roof of an existing building or at an existing parking lot is statutorily exempt under Public Resources Code section 21080.35.

Independently, the solar parking shade structures are categorically exempt under CEQA Guidelines sections 15301 and 15311, as they are structures accessory to an existing institutional facility, placed within an existing parking area, with no expansion of the parking use. The SPF roofing system and the replacement of 10 existing EV charging stations at the Fresno, Modesto, and Bakersfield offices are categorically exempt under CEQA Guidelines sections 15301 and 15302, as this work consists of repair, maintenance, and replacement of existing District facilities on the same sites with substantially the same purpose and capacity. None of the exceptions in CEQA Guidelines section 15300.2 apply.

Upon your Board's approval, staff will file a Notice of Exemption with the County Clerks of Fresno, Stanislaus, and Kern Counties.

## **FISCAL IMPACT:**

The attached Budget Resolution will amend the District's 2026-27 Budget to appropriate \$2,717,943 for the Solar Electricity Project, consisting of the \$2,470,858 agreement amount and a project contingency of \$247,085 (10%). The project will be funded through the release of \$1,200,000 from the Long Term Building Maintenance Reserve, consistent with the reserve's purpose given the project's renewal of the Fresno facility's roofing system and related facility infrastructure, with the balance of \$1,517,943 funded from Unassigned General Fund balance.

These costs are expected to be substantially offset over time. The District anticipates a federal elective payment of approximately \$612,077 under Internal Revenue Code Sections 48E and 6417, expected to be received in fiscal year 2028-29, subject to applicable federal requirements. Based on the District's independent analysis of its metered electricity usage, the project is expected to reduce electricity costs by approximately \$151,000 in the first full year of operation, with savings growing over time as utility rates escalate and the District's electricity use increases with fleet electrification. Accounting for the federal payment and projected utility savings, the District's analysis indicates the solar scope of the project recovers its cost in

approximately nine years, well within the 25-year-plus service life of the installed systems. Ongoing operations and maintenance service, proposed at \$10,140 per year, is reflected in the lifecycle savings analysis and may be elected at a future date as provided in Recommendation 6, subject to available funding.

The Solar Electricity Project will be capitalized in accordance with applicable Governmental Accounting Standards Board standards and District policies and depreciated over its useful life. Depreciation on capital improvements such as this is included in the District's annual Indirect Cost Pool, with a portion of allowable costs recovered through the District's indirect cost rate, approved annually by the EPA and applied to the District's State and Federal grants. The federal elective payment and any other eligible incentives will be recognized in accordance with applicable accounting requirements.

*Attachments:*

*Attachment A: Budget Resolution (3 pages)*

*Attachment B: Agreement with Pacific Solar (108 pages)*

San Joaquin Valleywide Air Pollution Study Agency  
Meeting of the Governing Board  
October 15, 2026

**APPROVE BUDGET RESOLUTION INCREASING THE 2026-27  
DISTRICT BUDGET \$2,717,943 FOR THE DISTRICT'S SOLAR  
ELECTRICITY PROJECT AT THE FRESNO OFFICE**

**Attachment A:**

**Budget Resolution Increasing the District's 2026-27 Budget \$2,717,943 for  
the Solar Electricity Project**  
(3 PAGES)

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**BEFORE THE GOVERNING BOARD OF THE  
SAN JOAQUIN VALLEY UNIFIED  
AIR POLLUTION CONTROL DISTRICT**

IN THE MATTER OF INCREASING THE  
2026/27 DISTRICT BUDGET \$2,717,943  
FOR THE DISTRICT'S SOLAR ELECTRICITY  
PROJECT AT THE FRESNO OFFICE

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**RESOLUTION NO. 2026-10-09**

**WHEREAS**, the San Joaquin Valley Unified Air Pollution Control District (District) is a duly constituted unified district, as provided in California Health and Safety Code sections 40150 to 40161, and;

**WHEREAS**, as part of the District's ongoing efforts to reduce facility operating costs, modernize infrastructure, and support the increasing use of electric vehicles and demand for electric vehicle (EV) charging at District facilities, staff developed a comprehensive Solar Electricity Project centered at the District's Central Region office in Fresno, and;

**WHEREAS**, on July 27, 2026, the District issued a Request for Proposals (RFP) for the comprehensive project including a solar photovoltaic (PV) system and parking shade structures, a spray polyurethane foam (SPF) roofing system, and replacement of 10 existing Level 2 EV charging stations, and;

**WHEREAS**, following evaluation of proposals received in response to the RFP, staff has recommended an agreement with Valley Pacific Builders, Inc. dba Pacific Solar in an amount not to exceed \$2,470,858, and the total project appropriation of \$2,717,943 consists of the agreement amount and a project contingency of \$247,085, and;

**WHEREAS**, the District will fund the project by releasing \$1,200,000 from the Long Term Building Maintenance Reserve, consistent with the reserve's intended purpose, along with transferring \$1,517,943 from Unassigned General Fund balance, for a total of \$2,717,943, and;

**WHEREAS**, monies for the costs of the Solar Electricity Project were not reflected in the Appropriations of the 2026/27 District Budget, and;



1           **THE FOREGOING** was passed and adopted by the following vote of the Governing  
2 Board of the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT  
3 this 15<sup>th</sup> day of October, 2026, to wit:

4  
5           AYES:

6  
7           NOES:

8  
9           ABSENT:

10                               SAN JOAQUIN VALLEY UNIFIED  
11                               AIR POLLUTION CONTROL DISTRICT

12                               By \_\_\_\_\_

13                               Amy Shuklian, Chair  
14                               Governing Board

15       ATTEST:

16       Deputy Clerk to the Governing Board

17       By \_\_\_\_\_

18           Katrina Rojas  
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San Joaquin Valleywide Air Pollution Study Agency  
Meeting of the Governing Board  
October 15, 2026

**EXECUTE AGREEMENT WITH PACIFIC SOLAR FOR THE  
DISTRICT'S SOLAR ELECTRICITY PROJECT AT A COST NOT  
TO EXCEED \$2,470,858**

**Attachment B:**

**Agreement With Pacific Solar For Solar Electricity Project  
(108 PAGES)**

**SAN JOAQUIN VALLEY UNIFIED  
AIR POLLUTION CONTROL DISTRICT**

**CONTRACT FOR SOLAR ELECTRICITY PROJECT**

**THIS AGREEMENT** is made and entered into this 15th day of October, 2026, by and between VALLEY PACIFIC BUILDERS, INC. dba PACIFIC SOLAR ("CONTRACTOR") located at 228 N. Fairfax Avenue, Clovis, California 93612, and the **SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT**, a unified air pollution control district formed pursuant to California Health and Safety Code sections 40150, et seq. (the "**DISTRICT**") with administrative offices located at 1990 E. Gettysburg Avenue, Fresno, California 93726. The Effective Date is the date of the last party signature below.

**WHEREAS**, the DISTRICT desires to engage CONTRACTOR to design, engineer, permit, furnish, construct, install, commission, and place into service a comprehensive Solar Electricity Project consisting of a solar photovoltaic (PV) system and parking shade structures at the DISTRICT's Central Region office in Fresno, a new spray polyurethane foam (SPF) roofing system at the Fresno office, and retrofit of ten (10) Level 2 electric vehicle charging stations at the DISTRICT's Fresno, Bakersfield, and Modesto regional offices; and

**WHEREAS**, the DISTRICT issued a Request For Proposals (RFP) for Solar Electricity Project with Parking Shade Structures, New Spray Polyurethane Foam Roof Application, and Retrofit of Electric Vehicle Charging Stations on July 27, 2026 (the "RFP"), which, together with its attachments and issued written addenda, is incorporated into this Agreement as Exhibit A, and

**WHEREAS**, CONTRACTOR submitted its Solar Project RFP Proposal dated September 11, 2026, as supplemented by its written Clarification Response dated

1 September 22, 2026 (together, the "Proposal"), which are incorporated into this  
2 Agreement as Exhibit B only to the extent specified in Section A and describe  
3 CONTRACTOR's proposed design, equipment, pricing, schedule, warranties, and  
4 related services; and

5 **WHEREAS**, CONTRACTOR represents that it understands the requirements of  
6 the RFP and this Agreement, holds the licenses and qualifications necessary to perform  
7 the Project, and is qualified, willing, and able to complete the Project in accordance with  
8 the required schedule and all applicable federal, state, local, utility, and DISTRICT  
9 requirements.

10 **NOW, THEREFORE**, in consideration of the promises and mutual undertakings  
11 herein, the parties agree as follows:

12 **A. SCOPE OF SERVICES.**

13 CONTRACTOR will provide the following services:

14 CONTRACTOR shall provide a complete, turn-key Solar Electricity Project (the  
15 "Project") consisting of: (1) a solar PV system at the DISTRICT's Central Region office  
16 located at 1990 E. Gettysburg Avenue, Fresno, California, proposed by CONTRACTOR  
17 at approximately 600.1 kW-DC / 536.1 kW-AC, including approximately 280 kW-DC of  
18 rooftop PV and 320 kW-DC of parking-shade/carport PV; (2) parking shade structures,  
19 integrated lighting, structural and electrical systems, and associated site improvements;  
20 (3) a new SPF roofing system at the Fresno campus meeting the RFP requirements;  
21 and (4) replacement/retrofit of ten (10) existing Level 2 EV charging stations with new  
22 single-port, commercial grade ChargePoint stations: six (6) in Fresno, two (2) in  
23 Modesto, and two (2) in Bakersfield. The Project includes all engineering, design,  
24 stamped plans, permitting, utility interconnection, equipment, materials, labor, testing,  
25 commissioning, monitoring, training, documentation, and other work required by this  
26 Agreement and its incorporated exhibits. Final equipment quantities, nameplate ratings,  
27 and DC and AC capacities shall be stated in the approved design; a reduction from the  
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1 proposed capacity requires prior written DISTRICT approval and an appropriate written  
2 Change Order.

3 In the event of any conflict between or among the terms and conditions of this  
4 Agreement, the exhibits incorporated herein, and other Project documents, such conflict  
5 shall be resolved by giving precedence in the following order of priority:

- 6 1. The text of this Agreement and any duly executed written amendment  
7 or Change Order;
- 8 2. Exhibit A – the DISTRICT's RFP, including all attachments and written  
9 addenda; and
- 10 3. Exhibit B — CONTRACTOR's September 11, 2026 Proposal and  
11 September 22, 2026 Clarification Response, with the Clarification  
12 Response controlling over inconsistent statements in the September  
13 11, 2026 Proposal. A specific commitment in the Proposal that  
14 provides a higher level of performance, a longer warranty, or a greater  
15 benefit to the DISTRICT than the minimum requirement of the RFP  
16 shall remain enforceable unless it conflicts with the express terms of  
17 this Agreement.

18 Exhibit B is incorporated for its technical scope, approved equipment, component  
19 pricing, affirmative performance commitments, and warranties, as modified by this  
20 Agreement. The sample Photovoltaic System Agreement in Section V of the Proposal,  
21 including its arbitration, payment, owner-obligation, delay, and other legal terms, is  
22 expressly excluded and has no contractual effect. Manufacturer warranty documents  
23 may establish the terms of the manufacturer's warranty, but shall not reduce  
24 CONTRACTOR's separate obligations under this Agreement.

25 Approved submittals, plans, and the Schedule of Values and baseline schedule  
26 in Exhibits C and D supplement the contract documents. They do not change scope,  
27 price, required capacity, deadlines, warranties, or risk allocation unless an authorized  
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written Change Order expressly states the change. DISTRICT review does not relieve CONTRACTOR of design coordination, constructability, code compliance, or responsibility for errors and omissions.

CONTRACTOR shall perform all tasks necessary for a complete and operable Project, including design and engineering coordination; structural, civil, electrical, roofing, and Electric Vehicle Supply Equipment (EVSE) work; procurement; Rule 21 interconnection documentation; installation of solar modules, inverters, racking, carport/shade structures, lighting, electrical infrastructure, conduit, monitoring equipment, EVSE, roofing materials, and appurtenances; testing; startup; commissioning; staff training; closeout; and obtaining all required final inspections and utility Permission to Operate ("PTO"). The proposed solar equipment includes Silfab SIL-440 QD modules, SMA Core series inverters, and IronRidge BX rooftop racking system, or DISTRICT approved equal or better substitutions. All equipment shall be new and unused unless expressly approved in writing by the DISTRICT. Equipment substitutions require prior written DISTRICT approval and shall meet or exceed the performance, warranty, reliability, code, and federal sourcing requirements of the RFP.

CONTRACTOR, at its expense, shall obtain and maintain all licenses, California Department of Industrial Relations (DIR) registrations, permits, plan approvals, inspections, utility approvals, and other authorizations required for the Project. CONTRACTOR shall submit the utility interconnection application no later than sixty (60) calendar days after the DISTRICT's written authorization to proceed with design services, and shall diligently pursue utility approval thereafter.

CONTRACTOR shall also submit a complete Project plan set within ninety (90) days after contract execution, consistent with the RFP. Normal permitting, engineering, and interconnection application fees are included in the Contract Amount. Within thirty (30) calendar days after the design notice to proceed, CONTRACTOR shall investigate existing electrical service capacity and consult the serving utility concerning

1 interconnection requirements, then report known or reasonably anticipated upgrades,  
2 costs, and schedule impacts to the DISTRICT. The exclusion for utility-required service  
3 or switchgear upgrades applies only to additional upgrades specifically required by the  
4 utility and outside the awarded scope; it does not exclude ordinary Project electrical  
5 work, EVSE-related panel modifications required by the awarded scope, or correction of  
6 CONTRACTOR design errors or deficient submittals. Any electric utility service or  
7 switchgear upgrade that the serving utility later determines is required and that is not  
8 included in the awarded scope shall require prior written DISTRICT authorization  
9 through a Change Order before CONTRACTOR proceeds with such additional work.  
10 CONTRACTOR shall promptly furnish supporting utility correspondence, itemized  
11 pricing, and a critical-path impact analysis, and continue unaffected work. No utility-  
12 charge allocation in the excluded sample agreement applies.

13       The SPF roofing system shall comply with the RFP's Attachment B requirements,  
14 including Title 24 requirements applicable to Climate Zone 13, minimum specified  
15 physical properties, manufacturer inspections. CONTRACTOR shall submit a  
16 manufacturer issued no-dollar-limit (NDL) roofing-system warranty covering materials  
17 and labor for not less than fifteen (15) years. Before roofing begins, CONTRACTOR  
18 shall submit the proposed manufacturer's warranty form and a submittal identifying foam  
19 thickness, aged R-value, coating thickness, substrate assessment, drainage and  
20 flashing work, and the installation and inspection procedures required for warranty  
21 issuance. The approximately 30-32 dry mil coating thickness described in the Proposal  
22 is protective-coating thickness and shall not substitute for the required new foam-  
23 insulation thickness. The roofing and solar designs shall be coordinated so that the roof  
24 warranty expressly accommodates the PV system, penetrations, attachments, ballast,  
25 conduit supports, and walkways and is not voided by the solar installation. Prior to  
26 commencement of roofing work, CONTRACTOR shall submit for DISTRICT approval a  
27 roofing submittal package stating the SPF thickness to be applied and the resulting  
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1 aged R-value, demonstrating compliance with Attachment B and the Title 24  
2 requirements applicable to Climate Zone 13.

3 All EV charging stations shall be ChargePoint brand, UL-listed, ENERGY STAR  
4 certified, Society of Automotive Engineers (SAE) J1772 compliant, fully Americans with  
5 Disabilities Act (ADA) compliant, and integrated into the DISTRICT's existing  
6 ChargePoint network account with full administrative access. Base pricing shall include  
7 a minimum five (5) year parts and labor warranty and required network/software  
8 services for that period. CONTRACTOR shall provide ADA site plans, obtain required  
9 permits, complete any required striping, signage, and path-of-travel improvements, and  
10 provide DISTRICT staff training.

11 Project monitoring shall meet the RFP requirements and shall be provided at no  
12 additional cost for a minimum of five (5) years after acceptance of the solar PV  
13 component, including revenue-grade metering of PV system production and building  
14 consumption, required environmental sensors, and secure monitoring/reporting access  
15 from mobile devices and Windows-based computers. The DISTRICT shall retain all  
16 solar rebates and/or Renewable Energy Credits, environmental attributes, and Project  
17 operational and consumption data.

#### 18 **A.1 PROJECT OWNERSHIP AND PROTECTION**

19 Title to equipment and materials passes to the DISTRICT upon payment for the  
20 identified items or incorporation into the Project, whichever occurs first, free of  
21 contractor-created security interests and encumbrances. CONTRACTOR shall identify  
22 and segregate paid-for items and shall not use them for another project. Title transfer  
23 does not constitute acceptance or shift risk of loss. Until written acceptance of the  
24 affected component, CONTRACTOR remains responsible for loss or damage to the  
25 work, materials, and equipment, including transportation, storage, installation, testing,  
26 and commissioning, except to the extent caused by the DISTRICT's negligence or willful  
27 misconduct. After component acceptance, CONTRACTOR remains responsible for  
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1 damage it causes and its warranty and correction obligations. DISTRICT use for testing,  
2 startup, or commissioning does not itself constitute acceptance.

3 CONTRACTOR shall provide the DISTRICT all Project-specific plans,  
4 specifications, calculations, as-built drawings, operating instructions, and other work  
5 product in usable electronic and PDF formats. To the extent CONTRACTOR or its  
6 consultants retain intellectual-property rights, they grant the DISTRICT an irrevocable,  
7 perpetual, royalty-free license, with the right to authorize replacement contractors and  
8 consultants, to use and modify the work product to complete, operate, maintain, repair,  
9 replace, or alter the Project. CONTRACTOR shall obtain corresponding rights from its  
10 subcontractors and consultants. DISTRICT reuse or modification without the originating  
11 professional's participation is at DISTRICT's risk to the extent a claim is caused by that  
12 reuse or modification, without relieving CONTRACTOR of liability for original defects.

#### 13 **A.2. COMMISSIONING AND COMPONENT ACCEPTANCE**

14 Within thirty (30) calendar days after approval of the design, CONTRACTOR  
15 shall submit a commissioning and acceptance plan stating measurable test procedures,  
16 required instruments, pass/fail criteria, approved equipment capacities, protective-  
17 device and shutdown tests, inverter and string verification, meter accuracy, monitoring  
18 and communications tests, and EVSE charging, account-integration, accessibility, and  
19 staff-training requirements. Criteria shall conform to approved design, codes,  
20 manufacturer specifications, and the RFP. DISTRICT approval shall precede testing.  
21 CONTRACTOR shall conduct tests, provide results and deficiencies, and correct and  
22 retest failed or nonconforming work at its expense.

23 CONTRACTOR shall request component acceptance in writing after all required  
24 work, inspections, tests, and component closeout deliverables are complete; solar PV  
25 acceptance also requires written utility PTO. Within fifteen (15) business days after a  
26 complete request, the DISTRICT shall issue written acceptance or identify outstanding  
27 requirements. Only the DISTRICT's designated authorized representative may issue  
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1 acceptance. Minor punch-list work may remain only if the DISTRICT expressly permits  
2 it, identifies a completion deadline, and reserves an appropriate amount in good-faith  
3 dispute. Component acceptance starts the applicable warranty and included service  
4 periods but does not waive latent defects, incomplete obligations, or other remedies.

### 5 **A.3. MONITORING ACCESS AND DATA SECURITY**

6 The DISTRICT shall receive administrative credentials, user documentation, and  
7 access to export all Project data in a reasonably usable format without an additional  
8 data-release charge. CONTRACTOR shall configure role-based access, encrypted  
9 communications where supported, unique credentials, and multifactor authentication for  
10 administrative access where available; change default passwords; maintain supported  
11 firmware and security updates during the included service period; and coordinate  
12 updates and remote access with DISTRICT information-technology staff. Remote  
13 access to DISTRICT networks requires prior DISTRICT approval. CONTRACTOR shall  
14 notify the DISTRICT within twenty-four (24) hours after discovery of unauthorized  
15 access or a security incident affecting Project systems or DISTRICT data, preserve  
16 relevant records, and cooperate in containment, investigation, and correction. Use or  
17 disclosure of DISTRICT data beyond performance of this Agreement requires  
18 DISTRICT authorization.

### 19 **B. TOTAL CONTRACT AMOUNT**

20 The base Contract Amount for the awarded Project scope shall be Two Million  
21 Four Hundred Seventy Thousand Eight Hundred Fifty-Eight Dollars (\$2,470,858), based  
22 on CONTRACTOR's Schedule of Values as confirmed by CONTRACTOR's September  
23 22, 2026 Clarification Response: \$2,040,258 for the solar PV system (including the  
24 parking shade structures and included engineering, permitting, and interconnection  
25 work), \$275,600 for the SPF roof, \$135,000 for the EV charging retrofits (\$81,000  
26 Fresno, \$27,000 Bakersfield, and \$27,000 Modesto), and \$20,000 for payment and  
27 performance bond premium. The Contract Amount is the gross cash-purchase price and  
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1 shall not be reduced by any federal elective payment, tax credit, rebate, or incentive  
2 received by the DISTRICT. The Executive Director/APCO, or designee, may authorize  
3 additional work only within delegated authority and through a written Change Order or  
4 amendment. No amount in excess of the duly authorized Contract Amount, as  
5 amended, shall be payable by the DISTRICT.

#### 6 **B.1 SCHEDULE OF VALUES AND PAYMENT**

7 Payments shall be progress-based for work satisfactorily performed and in place,  
8 including earned design and engineering services, and construction work and  
9 equipment satisfactorily installed or otherwise expressly approved for payment. Within  
10 fifteen (15) calendar days after the Effective Date, CONTRACTOR shall submit a  
11 detailed Schedule of Values and baseline critical-path schedule for DISTRICT approval.  
12 The approved Schedule of Values shall be consistent with the component allocation  
13 stated in Section B, and shall allocate the Section B price by component and location  
14 and separately identify engineering, design, carport structures, permitting,  
15 interconnection, trenching/conduit, monitoring, commissioning, training, roofing, EVSE,  
16 and the included bond premium. No progress payment shall be due before the  
17 DISTRICT approves the Schedule of Values. Upon approval, the approved Schedule of  
18 Values and baseline critical-path schedule shall be deemed incorporated into this  
19 Agreement as Exhibits C and D, respectively. Each invoice shall identify earned  
20 amounts, prior payments, retention, approved changes, and the work supporting the  
21 request, with certifications and supporting documentation reasonably required by the  
22 DISTRICT.

23 DISTRICT shall pay each approved progress payment within thirty (30) days of  
24 receipt of a complete, undisputed invoice, less retention of five percent (5%) of each  
25 progress payment. Retention shall be released no later than sixty (60) days after Final  
26 Completion, less an amount not to exceed one hundred fifty percent (150%) of any  
27 amount in good-faith dispute. "Final Completion" means DISTRICT's written acceptance  
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1 of all awarded Project components, which shall not occur before final inspection  
2 approval and utility PTO for the solar PV scope and delivery of all closeout, warranty,  
3 as-built, training, and federal tax and elective-payment documentation required by this  
4 Agreement and the RFP. If DISTRICT authorizes any component on a deferred or  
5 phased basis under Section C.1, retention attributable to that separately authorized  
6 component shall be released no later than sixty (60) days after DISTRICT's written  
7 acceptance of that component. No mobilization or advance payment shall be due unless  
8 expressly approved in writing by the DISTRICT for identified long-lead equipment  
9 procurement. No payment by the DISTRICT constitutes acceptance of defective or  
10 nonconforming work or a waiver of any right or remedy.

11 Closeout deliverables include: final inspection approvals; solar PTO;  
12 commissioning results; completed punch lists; manufacturer and contractor warranties  
13 and inspection reports; final as-built drawings and applicable engineering certifications;  
14 separate operation and maintenance manuals for PV, shade structures, roofing, and  
15 EVSE; equipment inventories and serial numbers; staff training records; administrative  
16 credentials and data-export instructions; required payroll/compliance documentation;  
17 appropriate final payment releases; and the initial tax closeout package under Section  
18 C.3. CONTRACTOR shall submit component deliverables with each acceptance  
19 request. No final payment is due until the required closeout package is complete,  
20 subject to the express retention-release provisions above.

21 **C. CHANGE ORDERS**

22 No change, addition, deletion, substitution, or modification to the Project may  
23 occur except pursuant to a written Change Order or amendment authorized by the  
24 DISTRICT and signed by the parties as required by DISTRICT authority. All authorized  
25 Change Orders become part of this Agreement and may adjust the scope, Contract  
26 Amount, and/or schedule as expressly stated. CONTRACTOR shall not proceed with  
27 extra work based on oral direction or an unsigned proposal.

### **C.1 SEVERABLE SCOPE; PARTIAL AWARD; OPTIONAL AND ADDITIVE ALTERNATES**

The Project components and locations are severable. The DISTRICT may award, remove, defer, phase, or terminate for convenience one or more Project components or locations without invalidating the remaining authorized scope, subject to any equitable adjustment required by law or this Agreement. CONTRACTOR represented in its Proposal that the solar PV, SPF roof, and EV charging work at each location are independently performable and that component pricing does not depend on an integrated award.

The following Proposal items are not included in the base Contract Amount unless separately authorized in writing by the DISTRICT: additional directional boring for carport run(s), proposed at \$59,400; EV charger extended service agreement for years six through ten, proposed at \$40,000; solar operations and maintenance ("O&M") service, proposed at \$10,140 per year; and the Battery Energy Storage System ("BESS") Additive Alternate, proposed at \$505,000 gross. Any BESS award, whether concurrent or deferred, shall require a separate written authorization establishing the final scope, price, schedule, and all applicable RFP requirements. The \$59,400 directional-boring alternate is an optional routing or construction method; the base Contract Amount includes all connections necessary to operate every awarded rooftop and carport array using the approved base design. CONTRACTOR shall identify the base and alternate routes in the design submittal. Exclusion of the alternate shall not leave an awarded array unconnected. Optional annual O&M and EV service extensions shall not commence automatically. Any award shall establish duration, service scope, scheduling, exclusions, response standards, renewal and termination rights, and any expressly agreed price escalation. No O&M escalation in a financial model is a contractual price-escalation clause. Included monitoring and warranty support remain required whether or not optional O&M is purchased.

## **C.2 PROJECT SCHEDULE; PLACED-IN-SERVICE MILESTONE**

Time is of the essence with respect to the solar PV Placed-in-Service Milestone. CONTRACTOR shall complete, inspect, commission, interconnect, and obtain written utility PTO for all solar PV generating property no later than November 30, 2027 (the "Placed-in-Service Milestone"); the December 31, 2027 federal placed-in-service deadline referenced in the RFP is acknowledged for tax purposes only and does not extend the Placed-in-Service Milestone. "Placed in Service" has the meaning given under federal tax law and shall be evidenced, at a minimum, by final inspection approval by the Authority Having Jurisdiction (AHJ) and the serving utility's written PTO. CONTRACTOR's Proposal targets mechanical completion by June 12, 2027, final completion and DISTRICT walkthrough by June 27, 2027, and PTO by July 15, 2027; those dates shall serve as planned schedule milestones, while November 30, 2027 remains the guaranteed contractual Placed-in-Service Milestone, and remaining closeout deliverables shall be submitted in time to achieve Final Completion by December 15, 2027, subject to approved extensions.

CONTRACTOR shall maintain an approved critical-path schedule and provide monthly schedule updates measured against it. Whenever any update shows the Placed-in-Service Milestone at risk due to CONTRACTOR-caused or otherwise non-excusable delay, CONTRACTOR shall submit a recovery schedule within ten (10) calendar days and shall implement reasonable acceleration measures at CONTRACTOR's sole cost sufficient to restore the milestone. Whenever any update shows the Placed-in-Service Milestone at risk due to Excusable Delay, CONTRACTOR shall promptly notify the DISTRICT, identify and implement reasonable mitigation measures within its control, document any claimed schedule impact, and cooperate with the DISTRICT in evaluating acceleration options; any acceleration directed by the DISTRICT beyond such reasonable mitigation shall be addressed by written Change Order.

1 CONTRACTOR shall schedule the EV charging retrofits and all other non-solar  
2 scope so as not to extend the solar PV critical path, and the DISTRICT may direct that  
3 design, permitting, procurement, and construction be staged so that the solar PV scope,  
4 including the SPF roof and parking shade structures, proceeds first.

5 "Excusable Delay" means any delay to the critical path arising from causes  
6 beyond CONTRACTOR's reasonable control and not caused by CONTRACTOR's fault  
7 or negligence, including DISTRICT-directed changes, delayed DISTRICT decisions or  
8 approvals beyond the periods established in this Agreement, differing or concealed site  
9 conditions, delays in AHJ permitting or inspection not attributable to deficient  
10 CONTRACTOR submittals, delays in utility interconnection review or PTO not  
11 attributable to deficient or untimely CONTRACTOR submittals, changes in law, and  
12 force majeure events. Delay attributable to CONTRACTOR's failure to submit the utility  
13 interconnection application within the period required by Section A of this Agreement, to  
14 procure long-lead equipment consistent with the approved schedule, or to submit  
15 complete and code-compliant permit documents shall not constitute Excusable Delay.

16 **C.3 FEDERAL SECTION 48E ELECTIVE PAYMENT;  
DOCUMENTATION; EQUIPMENT SOURCING**

17 The DISTRICT intends to seek the clean electricity investment tax credit under  
18 Internal Revenue Code Section 48E for eligible Project property and to receive the  
19 credit as an elective payment under Section 6417. CONTRACTOR shall comply with  
20 and document all CONTRACTOR controlled requirements necessary to support the  
21 DISTRICT's claim, including applicable federal prevailing wage and apprenticeship  
22 requirements, equipment sourcing requirements, and prohibited foreign entity/material  
23 assistance requirements. CONTRACTOR shall separately certify solar generating  
24 property and shall provide manufacturer certifications, bills of materials, cost data,  
25 credit-eligible cost basis by component, placed-in-service documentation, inspection  
26 sign-offs, PTO documentation, and other records reasonably requested by the  
27 DISTRICT or its tax advisors. The DISTRICT and its tax advisor shall determine  
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1 eligibility for any under-one-megawatt exception using the applicable capacity rules; a  
2 federal exception does not excuse California labor requirements or sourcing duties.  
3 CONTRACTOR shall provide final nameplate and other capacity evidence necessary  
4 for that determination.

5 CONTRACTOR represents and warrants that all solar modules, inverters,  
6 racking, and any battery energy storage equipment furnished under this Agreement  
7 shall be sourced in compliance with applicable federal prohibited foreign entity and  
8 material assistance requirements, and shall indemnify the DISTRICT for any reduction,  
9 disallowance, recapture, repayment obligation, or other loss of the federal tax benefit  
10 caused by CONTRACTOR's breach of those representations. CONTRACTOR's tax-  
11 documentation and cooperation obligations shall survive final completion and shall  
12 include reasonable support for IRS pre-filing registration, elective-payment filing, and  
13 audit or substantiation requests. To the extent the DISTRICT's loss of the Section 6417  
14 elective payment is caused by CONTRACTOR's unexcused failure to achieve the  
15 Placed-in-Service Milestone, such loss constitutes direct damage recoverable by the  
16 DISTRICT and shall not be subject to, or excluded by, any waiver or limitation of  
17 consequential, special, or indirect damages in this Agreement or in any document  
18 incorporated into this Agreement.

#### 19 **C.4 PERFORMANCE AND PAYMENT BONDS**

20 CONTRACTOR shall furnish a Performance Bond in an amount equal to one  
21 hundred percent (100%) of the Contract Amount within ten (10) calendar days following  
22 the DISTRICT's Notice of Intent to Award or prior to execution of this Agreement,  
23 whichever occurs first, and a Payment Bond in an amount equal to one hundred percent  
24 (100%) of the Contract Amount prior to commencement of work, in accordance with  
25 California Civil Code section 9550. Bonds shall be issued by a surety authorized to  
26 transact business in California and acceptable to the DISTRICT. All bond premiums and  
27 costs are included in the Contract Amount and no separate payment shall be made for  
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bonds. Bond forms must be approved by the DISTRICT and identify this Agreement and the awarded scope. Before an amendment increases bonded scope or the Contract Amount, CONTRACTOR shall obtain any required surety consent and bond adjustment. The included \$20,000 premium allocation is not an additional charge beyond Section B.

**D. TERMINATION**

This Agreement will become effective upon the execution hereof by the parties and will remain in full force and effect until CONTRACTOR completes all of its obligations hereunder, including warranties, unless the term of this Agreement is otherwise extended or earlier terminated as provided herein.

**1. Termination for Default:** DISTRICT may terminate this Agreement, in whole or in part, upon written notice to CONTRACTOR and CONTRACTOR's surety, where in the determination of DISTRICT CONTRACTOR: (1) fails to comply with any term of this Agreement; (2) fails to prosecute the work diligently, to maintain the approved schedule, or to perform its recovery and acceleration obligations under Section C.2; (3) submits a substantially incorrect or incomplete report, invoice, or certification to DISTRICT; (4) improperly performs or fails to complete any portion of the Project; or (5) becomes insolvent, makes a general assignment for the benefit of creditors, or becomes the subject of bankruptcy or receivership proceedings. For a default reasonably capable of cure, DISTRICT's notice shall specify the default, and termination shall not take effect if CONTRACTOR cures the default, or commences and diligently pursues a cure acceptable to DISTRICT, within ten (10) calendar days of the notice. No cure period is required for defaults involving safety, fraud, or violation of law, or for the third or subsequent default of the same nature. Insolvency, bankruptcy, exclusion from the site, and enforcement against property shall be addressed only to the extent permitted by applicable bankruptcy law, any automatic stay, and other nonwaivable law. A bankruptcy filing alone does not authorize a prohibited termination.

1           Upon termination for default, DISTRICT may exclude CONTRACTOR from the  
2 site; take possession of the work, and of materials, equipment, and plans procured for  
3 the Project and paid for by DISTRICT; require CONTRACTOR's surety to complete the  
4 work under the Performance Bond; or complete the work by any other reasonable  
5 means. CONTRACTOR and its surety shall be liable to DISTRICT for the costs of  
6 completing the work in excess of the unpaid balance of the Contract Amount, together  
7 with all other damages recoverable under this Agreement, including the damages  
8 described in Section C.3.

9           In no event shall any payment by DISTRICT constitute a waiver by DISTRICT of  
10 any breach of this Agreement or any default which may then exist on the part of  
11 CONTRACTOR, nor shall such payment impair or prejudice any remedy available to  
12 DISTRICT with respect to the breach or default. DISTRICT shall have the right to  
13 demand of CONTRACTOR the repayment of any amounts paid to CONTRACTOR for  
14 work not performed in accordance with the terms of this Agreement, and  
15 CONTRACTOR shall promptly refund any such amounts upon demand. In addition to  
16 termination, DISTRICT may impose any other remedies available at law, in equity, or  
17 otherwise specified in this Agreement.

18           If a termination for default is later determined by a court of competent jurisdiction  
19 to have been improper, the termination shall be deemed a termination for convenience  
20 under Paragraph 2, below, and CONTRACTOR's recovery shall be limited to the  
21 amounts payable under that paragraph.

22           **2. Termination for Convenience:** DISTRICT may terminate this Agreement, in  
23 whole or in part, at any time for its convenience upon thirty (30) days' advance written  
24 notice to CONTRACTOR. Upon such termination, CONTRACTOR shall be paid the  
25 reasonable value of work satisfactorily performed and in place as of the effective date of  
26 termination, plus actual, reasonable, and documented demobilization costs and the cost  
27 of materials properly ordered for the Project that cannot be returned, as determined by  
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DISTRICT, less all amounts previously paid. CONTRACTOR shall not be entitled to anticipated profit or overhead on work not performed. A partial termination of one or more severable Project components or locations under Section C.1 shall be administered under this paragraph as to the terminated scope only.

**3. Termination by CONTRACTOR:** CONTRACTOR may terminate this Agreement only for DISTRICT's failure to pay undisputed amounts due under this Agreement, and only after giving DISTRICT written notice of the failure and not less than sixty (60) days' opportunity to cure. CONTRACTOR shall have no other right to terminate or suspend performance of this Agreement. This limitation is subject to nonwaivable law, court orders, and CONTRACTOR's obligation to stop work presenting an imminent safety hazard while promptly notifying the DISTRICT.

**4. Effect of Termination:** Upon any termination, CONTRACTOR shall cease work as directed by DISTRICT; protect and preserve completed and in-progress work, and leave the site and any exposed roof areas in a safe and weather-tight condition; deliver to DISTRICT all plans, permits, submittals, as-built documentation, warranties, and other Project records; and, at DISTRICT's election, assign to DISTRICT any subcontracts and purchase orders designated by DISTRICT. The provisions of this Agreement concerning warranties, indemnification, federal tax documentation and cooperation under Section C.3, and any other provision that by its nature survives, shall survive termination or completion of this Agreement.

**E. PREVAILING WAGE RATES**

In accordance with the provisions of sections 1720, *et seq.*, of the Labor Code, this Project is subject to compliance monitoring and enforcement by the Director of the California DIR. CONTRACTOR and all subcontractors shall comply with California Labor Code sections 1720 *et seq.* and applicable implementing regulations for public works, including payment of the applicable DIR prevailing wages and required employer payments for each craft, classification, location, and period of performance. Copies of

1 applicable determinations shall be maintained and posted as required, and made  
2 available to workers and the DISTRICT.

3 It shall be mandatory upon CONTRACTOR herein and upon any subcontractor to  
4 pay not less than the said specified rates to all laborers, workers, and mechanics  
5 employed by them in the execution of the Agreement. CONTRACTOR shall comply  
6 with Labor Code section 1775. In accordance with section 1775, CONTRACTOR shall  
7 forfeit as a penalty to the DISTRICT Two Hundred Dollars (\$200.00) for each calendar  
8 day or portion thereof for each worker paid less than the stipulated prevailing rates for  
9 such work or craft in which such workman is employed for any work done under the  
10 Agreement by CONTRACTOR or by any subcontractor under the CONTRACTOR in  
11 violation of the provisions of the Labor Code and in particular, Labor Code sections  
12 1700 to 1780, inclusive. Nothing in this Agreement limits penalties, correction payments,  
13 withholding, or other remedies authorized by applicable labor law.

14 In addition to said penalty and pursuant to said section 1775, the difference  
15 between such stipulated prevailing wage rates and the amount paid to each workman  
16 for each calendar day or portion thereof for which each worker was paid less than the  
17 stipulated prevailing wage rate shall be paid to each workman by CONTRACTOR.

18 CONTRACTOR shall obtain and maintain required DIR registration, verify  
19 registration of every subcontractor before work, post required notices, and include  
20 required labor-compliance provisions in all subcontracts. CONTRACTOR shall monitor  
21 subcontractor compliance, take corrective action upon learning of a violation, and  
22 provide the DISTRICT required subcontractor and compliance information. The  
23 DISTRICT remains responsible for filings legally assigned to the awarding body;  
24 CONTRACTOR shall timely provide information needed for them.

25 CONTRACTOR and each subcontractor shall keep accurate certified payroll  
26 records required by Labor Code section 1776, including the names and occupations of  
27 all laborers, workers, and mechanics employed by him/her in connection with the  
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1 execution of this Agreement or any subcontract thereunder, and showing also the actual  
2 per diem wage paid to each of such workers, and any other required information.  
3 CONTRACTOR shall furnish such records to the DIR electronically and to the  
4 DISTRICT as required by applicable law and reasonable contract requests; and permit  
5 lawful inspection by DIR, the Division of Labor Standards Enforcement, and the  
6 DISTRICT. Records shall be retained for the applicable statutory period and any longer  
7 period required for federal tax substantiation under Section C.3, with access and  
8 redaction consistent with law. CONTRACTOR shall cure violations and furnish evidence  
9 of correction promptly.

10 **F. WORKING HOURS**

11 In accordance with the provisions of section 1810 to 1815 of the Labor Code of  
12 the State of California, eight (8) hours of labor shall constitute a day's work, and no  
13 laborer, worker, or mechanic employed by CONTRACTOR, or any subcontractor, doing  
14 or contracting to do any part of the work contemplated by this Agreement shall be  
15 required to or permitted to work more than eight (8) hours in one (1) calendar day or  
16 forty (40) hours during any one (1) calendar week unless such work is compensated at  
17 the lawful overtime rate set forth in section 1815. CONTRACTOR and each  
18 subcontractor shall also keep certified payroll records showing the names and actual  
19 hours worked of all workers employed by them in connection with the work  
20 contemplated by this Agreement, which records shall be open at all reasonable hours to  
21 the inspection of the DISTRICT, or its officers or agents and to the Director of the DIR,  
22 or their deputies or agents; and it is hereby further agreed that CONTRACTOR shall  
23 forfeit as a penalty to DISTRICT the sum of Twenty Five Dollars (\$25.00) for each  
24 laborer, worker or mechanic who is required or permitted to labor more than eight (8)  
25 hours a day or forty (40) hours a week in violation of this stipulation. The DISTRICT  
26 shall report violations as required by law.

1 **G. EMPLOYMENT OF APPRENTICES**

2 CONTRACTOR and its subcontractors shall comply with all applicable  
3 provisions of the law regarding the employment of apprentices, including Labor Code  
4 §§1773.3, 1777.5, and 1777.6 and 3077, *et seq.* These sections require that  
5 Contractors and subcontractors employ apprentices in apprenticeable occupations in  
6 a ratio of not less than one (1) hour of apprentice work for each five (5) hours of work  
7 performed by a journeyman, unless an exemption is granted, and that Contractors and  
8 subcontractors shall not discriminate among otherwise qualified employees as  
9 indentured apprentices on any public work solely on the grounds of race, religious  
10 creed, color, national origin, ancestry, sex, or age. Only apprentices who are in  
11 training under written apprenticeship agreements will be employed on public works in  
12 apprenticeable occupations. The responsibility for compliance with these provisions  
13 for all apprenticeable occupations rests with the CONTRACTOR.

14 **H. INDEMNITY**

15 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend,  
16 and hold harmless the DISTRICT, its Governing Board, related entities and divisions,  
17 officers, agents, and employees from and against any and all claims, demands, losses,  
18 defense costs, or liabilities of any kind or nature which they may sustain or incur or  
19 which may be imposed upon them for injury to or death of persons, or damage to  
20 property as a result of, arising out of, or in any manner connected with CONTRACTOR  
21 or CONTRACTOR's agents, employees or subcontractor's performance or failure to  
22 perform under the terms of the contract documents, excepting only liability for the  
23 DISTRICT's active negligence, or for sole negligence, willful misconduct, or owner-  
24 furnished design defects of the DISTRICT to the extent excluded by Civil Code section  
25 2782 or other applicable law. CONTRACTOR remains responsible for its own design  
26 and that furnished by its retained consultants. Defense shall be provided upon written  
27 tender with counsel reasonably acceptable to the DISTRICT, subject to legally required  
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1 allocation of defense obligations and conflicts of interest. CONTRACTOR shall not  
2 settle a claim imposing an admission, payment, or nonmonetary obligation on an  
3 indemnified party without that party's written consent.

4 For professional design services to which Civil Code section 2782.8 applies,  
5 indemnity, including defense costs, is limited to claims arising out of, pertaining to, or  
6 relating to the negligence, recklessness, or willful misconduct of the responsible design  
7 professional, and defense-cost allocation shall not exceed the limitations of that section.  
8 CONTRACTOR shall obtain legally compliant indemnity obligations from retained  
9 design professionals without expanding their statutory exposure. These limitations do  
10 not eliminate other lawful contractual remedies for CONTRACTOR's own breach or the  
11 express tax-loss remedies herein.

12 **I. INSURANCE**

13 Without limiting its liability, CONTRACTOR, at its sole expense, shall maintain in  
14 full force and effect the following insurance policies throughout the term of this  
15 Agreement:

16 (1) Commercial General Liability Insurance: not less than \$1,000,000 each  
17 occurrence; \$2,000,000 general aggregate applying separately to this Project;  
18 \$2,000,000 products/completed operations aggregate; and \$1,000,000 personal and  
19 advertising injury, together with Umbrella or Excess Liability of not less than \$5,000,000  
20 per occurrence and aggregate on a follow-form basis.

21 (2) Business Automobile Liability Insurance: \$1,000,000 combined single limit  
22 each accident covering any automobile or owned, non-owned, and hired automobiles,  
23 as applicable; and

24 (3) Workers' Compensation Insurance: as required by California law.

25 (4) Professional Liability for all design/design-build services: not less than  
26 \$1,000,000 each claim / \$2,000,000 annual aggregate, maintained for five (5) years  
27 following completion or supported by an equivalent extended reporting period; and  
28

1 (5) Property Insurance for CONTRACTOR's tools, equipment, machinery,  
2 staging, and other property on an all-risk or equivalent basis as required by the RFP.

3 Except for workers' compensation insurance, such insurance policies shall name  
4 DISTRICT, its officers, agents, and employees, individually and collectively, as  
5 additional insured for liability arising out of CONTRACTOR's work performed for  
6 DISTRICT. Such coverage for additional insured shall apply as primary insurance and  
7 any other insurance, or self-insurance, maintained by DISTRICT, its officers, agents,  
8 and employees, shall be excess only and not contributing with insurance provided under  
9 CONTRACTOR's policies herein. This insurance shall not be canceled or changed  
10 without a minimum of thirty (30) days' advance, written notice given to DISTRICT.

11 In addition to the foregoing, CONTRACTOR shall procure and maintain, prior to  
12 commencement of any work and for the durations specified, insurance meeting all  
13 requirements of Attachment C to the RFP (Exhibit A), including required coverage  
14 forms, coverage extensions, endorsements (including additional insured, primary and  
15 non-contributory, per-project aggregate, waiver of subrogation, and umbrella drop-  
16 down), insurer qualifications, and evidence requirements. In the event of any difference  
17 between this Section and Attachment C, the requirement affording the DISTRICT the  
18 greater protection shall govern.

19 Prior to the commencement of performing its obligations under this Agreement,  
20 CONTRACTOR shall provide certificates of insurance and copies of all required  
21 endorsements on the foregoing policies, as required herein, to DISTRICT, stating that  
22 such insurance coverages have been obtained and are in full force; that DISTRICT, its  
23 officers, agents, and employees will not be responsible for any premiums on the  
24 policies; that such insurance names DISTRICT, its officers, agents, and employees,  
25 individually and collectively, as additional insured as required under this Agreement.  
26 This insurance shall not be changed without a minimum of thirty (30) days' advance,  
27 written notice given to DISTRICT.

1 In the event CONTRACTOR fails to keep in effect at all times insurance  
2 coverage as herein provided, DISTRICT may, in addition to other remedies it may have,  
3 suspend or terminate this Agreement upon the occurrence of such event.

4 **J. ASSIGNMENT, TRANSFER OR SUBCONTRACT**

5 CONTRACTOR shall not assign or transfer this Agreement or delegate material  
6 obligations without prior written DISTRICT consent. CONTRACTOR shall submit its  
7 proposed subcontractors and retained design professionals, their scopes, licenses, DIR  
8 registrations where applicable, and insurance information for approval before they  
9 perform work. Substitution of an approved subcontractor requires prior written  
10 DISTRICT approval and compliance with applicable law. Consent does not create privity  
11 between the DISTRICT and a subcontractor.

12 CONTRACTOR remains fully responsible for subcontractors, suppliers, and  
13 consultants and shall flow down applicable scope, schedule, labor, insurance, warranty,  
14 sourcing, tax-documentation, data-security, work-product-use, and termination-  
15 assignment obligations. CONTRACTOR shall obtain rights necessary to assign Project  
16 subcontracts and purchase orders to the DISTRICT upon termination, subject to their  
17 lawful terms and payment for assumed post assignment obligations. No approval  
18 releases CONTRACTOR without an express written DISTRICT waiver.

19 **K. EMPLOYMENT PRACTICES**

20 CONTRACTOR agrees that in connection with the services provided herein, it  
21 will comply with applicable laws and regulations regarding equal opportunity and  
22 employment discrimination.

23 During the performance of this Agreement, CONTRACTOR and its  
24 subcontractors shall comply with the California Fair Employment and Housing Act,  
25 Government Code sections 12900 *et seq.*, applicable implementing regulations, and  
26 other applicable equal-employment and nondiscrimination laws. They shall not  
27 unlawfully discriminate, harass or allow harassment, against any employee or applicant  
28

1 for employment because of a protected characteristic, protected leave, or protected  
2 activity, and shall provide legally required accommodation. CONTRACTOR and its  
3 subcontractors shall give written notice of their obligations under this clause to labor  
4 organizations with which they have a collective bargaining or other Agreement. The  
5 CONTRACTOR shall include the nondiscrimination and compliance provisions of this  
6 clause in all subcontracts to perform work under this Agreement.

7 **L. STANDARD OF PERFORMANCE**

8 CONTRACTOR, its subcontractors, and their employees shall perform all design  
9 and engineering services under this Agreement in accordance with the professional  
10 standard of care ordinarily exercised by qualified professionals performing similar  
11 services in California under similar circumstances, and shall perform all construction  
12 work in a good and workmanlike manner, in conformance with this Agreement, the  
13 approved plans and specifications, manufacturer installation requirements necessary to  
14 preserve equipment and roofing warranties, and all applicable codes, laws, and utility  
15 requirements.

16 Work that fails to conform to the foregoing shall be corrected, re-performed, or  
17 replaced by CONTRACTOR at its sole expense, including the cost of uncovering,  
18 retesting, re-inspection, and repair of other work damaged in the correction, in  
19 accordance with Section N (Guarantees). If correction of nonconforming work affects  
20 the approved schedule, CONTRACTOR shall perform the correction so as not to delay  
21 the Placed-in-Service Milestone, at no additional cost to the DISTRICT.

22 Nothing contained in this section is intended to limit any of the rights or remedies  
23 which the DISTRICT may have under this Agreement or at law.

24 **M. MISCELLANEOUS**

25 1. Independent Contractor - Each of the parties hereto is an independent  
26 contractor and neither party is, nor shall be, considered to be an agent, distributor or  
27 representative of the other. Neither party shall act or represent itself, directly or by  
28

implication, as an agent of the other, or in any manner assume or create any obligation on behalf of, or in the name of, the other.

2. Amendments - No Amendment of this Agreement shall be valid unless in writing and signed by both parties.

3. Notice - Unless otherwise provided in this Agreement, any notice to the parties required or permitted hereunder will be deemed to have been duly given as of the date of receipt if in writing and delivered personally, mailed by certified mail, return receipt requested, or sent by overnight delivery by the U.S. Postal Service or other independent carrier, to the following:

| <b>CONTRACTOR</b>                | <b>DISTRICT</b>                               |
|----------------------------------|-----------------------------------------------|
| VALLEY PACIFIC BUILDERS, INC.    | SAN JOAQUIN VALLEY UNIFIED AIR                |
| dba PACIFIC SOLAR                | POLLUTION CONTROL DISTRICT                    |
| P. David Wasemiller              | Mario Orosco                                  |
| President                        | Director of Finance & Administrative Services |
| 228 N. Fairfax Avenue, Suite 101 | 1990 East Gettysburg Avenue                   |
| Clovis, CA 93612                 | Fresno, CA 93726-0244                         |

Either party may change its notice address by giving the other party prior written notice of the new address in conformity with the foregoing provisions of this Section along with the date upon which such new address will become effective.

4. Entire Agreement - This Agreement, including all exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties herein with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof. Neither party shall be bound by the provisions of any pre-printed or other written terms and conditions subsequent to the date of this Agreement relating to the subject matter hereof unless such additional terms and conditions are made effective pursuant to the Amendments subsection of this section.

5. Force Majeure - The parties to this Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing due to an act of God, fire, strike, loss, or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect to the party not performing.

6. Authority - Each party warrants that it is authorized to enter into this Agreement and that the individual executing this Agreement is authorized to enter into this Agreement.

7. Headings - The headings of this Agreement are for the convenience of reference only and shall not affect in any manner the terms and conditions of this Agreement.

8. Severability - If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then such provision shall be null and void but each other provision hereof not so affected shall be enforced to the full extent permitted by applicable law.

9. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of California. Subject to applicable jurisdiction and nonwaivable law, venue shall only be in a state or federal court in Fresno, California. No binding arbitration requirement is incorporated from the Proposal. Before commencing ordinary litigation, the parties shall attempt in good faith to resolve a dispute through their designated representatives; this does not toll claim-presentation or limitations periods, bar emergency relief or bond remedies, or alter nonwaivable rights. Applicable Government Claims Act requirements are preserved. CONTRACTOR shall continue unaffected authorized work during disputes, subject to Section D and applicable law.

1     **N.     GUARANTEES**

2             In addition to guarantees called for elsewhere in this Agreement and the RFP,  
3     CONTRACTOR shall provide the Proposal's twenty-five (25) year workmanship  
4     warranty for the solar PV installation, including its installation workmanship associated  
5     with carport-mounted PV and rooftop mounting. Solar modules shall carry the  
6     Proposal's 25-year product/workmanship warranty and 30-year linear performance  
7     warranty; inverters shall carry the manufacturer's warranty of not less than ten (10)  
8     years as stated in the Proposal; if the DISTRICT elects an extended inverter warranty,  
9     CONTRACTOR shall furnish it at the price established by written Change Order;  
10    parking shade structures shall carry not less than the RFP-required 20-year structural-  
11    integrity warranty; and the EV charging stations shall include the RFP-required  
12    minimum five (5) year parts-and-labor warranty in base pricing. All warranties shall be  
13    documented, fully transferable to the DISTRICT where applicable, and delivered as a  
14    condition of final payment.

15            Notwithstanding any shorter roofing warranty stated in the Proposal, the SPF  
16    roofing system shall include the RFP-required manufacturer-issued NDL system  
17    warranty covering both materials and labor for not less than fifteen (15) years, issued  
18    directly to the DISTRICT and fully transferable. The warranty shall expressly  
19    accommodate the rooftop solar PV installation. CONTRACTOR shall furnish  
20    manufacturer inspection reports and the executed NDL warranty as a condition of final  
21    payment.

22            Additionally, CONTRACTOR agrees to repair or replace to the satisfaction of the  
23    DISTRICT any and all work that may prove defective in workmanship or materials within  
24    that period, ordinary wear and tear and unusual abuse or neglect excepted, together  
25    with any other work which may be damaged or displaced in so doing. If CONTRACTOR  
26    fails to comply with the above-mentioned conditions within ten (10) calendar days after  
27    being notified in writing, the DISTRICT may have the defects repaired and made good  
28

1 at CONTRACTOR's expense and CONTRACTOR will pay the costs and charges  
2 thereof immediately upon demand. Any and all guarantees offered by manufacturers of  
3 equipment used or installed in the Project shall also be extended to the DISTRICT.

4 Each contractor warranty and included service period begins on written  
5 DISTRICT acceptance of its component. Manufacturer warranties shall commence no  
6 earlier than component acceptance or be extended to provide the full required period  
7 after that date. Defects caused by CONTRACTOR's workmanship or failure to comply  
8 with the contract shall be corrected at its expense, including reasonable access,  
9 uncovering, removal, shipping, reinstallation, retesting, and repair of affected adjacent  
10 work. CONTRACTOR shall administer manufacturer claims and coordinate corrective  
11 work; where an equipment-only manufacturer defect is not attributable to  
12 CONTRACTOR, the approved warranty package shall identify any labor or  
13 removal/reinstallation costs outside manufacturer coverage before procurement.  
14 Required EVSE parts-and-labor and roofing NDL coverage remain controlling.

15 Normal wear, abuse, or deficient maintenance excuses warranty performance  
16 only to the extent it caused the defect and CONTRACTOR demonstrates that  
17 connection. Warranty exclusions and required maintenance shall be disclosed before  
18 procurement. Repaired or replaced workmanship shall be warranted for the remainder  
19 of the original period or one (1) year after corrective completion, whichever is longer,  
20 without shortening longer manufacturer replacement coverage. Warranties supplement  
21 other lawful contract remedies and do not waive latent-defect claims or liability for  
22 breach.

23 **O. WARRANTY OF SUPPLIES, EQUIPMENT, AND RELATED SERVICES**

24 1. Notwithstanding inspection and acceptance by the DISTRICT of all  
25 supplies, equipment, and related services furnished under the Agreement,  
26 CONTRACTOR warrants that:

27 a. All supplies, equipment, and related services under this  
28

1 Agreement will be free from defects in material or workmanship and will comply  
2 with the specifications of this Agreement.

3 b. All aspects of the shipment of the supplies and the equipment  
4 related to this Agreement will conform to the specifications of this Agreement.  
5 Failure by CONTRACTOR to conform to the shipping requirements stated in  
6 this Agreement is a breach of this Agreement.

7 2. Within a reasonable time, the DISTRICT may either:

8 a. By written notice, require the prompt correction or replacement of  
9 any supplies, equipment or related services that are defective, or that are not  
10 shipped in accordance with the specifications of this Agreement, or that  
11 otherwise do not conform to this Agreement.

12 b. Retain such defective, improperly shipped, or otherwise  
13 nonconforming supplies, equipment, and related services, whereupon the  
14 contract sum shall be reduced by an amount that is equitable under the  
15 circumstances and CONTRACTOR shall promptly make appropriate  
16 repayment.

17 3. When correction or replacement is required, the DISTRICT shall return  
18 such supplies, equipment and related services. Transportation charges and risk of loss  
19 or damage for such quantities returned while in transit shall be borne by  
20 CONTRACTOR.

21 4. If CONTRACTOR fails to correct or replace the nonconforming supplies,  
22 equipment or related services within ten (10) days (or such longer period if so specified  
23 by the DISTRICT in writing) after receipt of notice specifying such failure, the DISTRICT  
24 may, by contract or otherwise, correct or replace them with supplies, equipment and  
25 related services of similar quality, at the expense of CONTRACTOR. If CONTRACTOR  
26 fails to furnish timely disposition instructions, the DISTRICT may dispose of the  
27 defective, improperly shipped or otherwise nonconforming supplies, equipment and  
28

related services in a reasonable manner. In such case, the DISTRICT is entitled to reimbursement for the costs related to disposition from CONTRACTOR and/or from any proceeds generated by the disposition of such supplies, equipment and related expenses.

5. The provisions of this warranty do not alter the rights of the DISTRICT with respect to the factory warranty on all supplies, equipment and related services purchased by the DISTRICT. CONTRACTOR agrees that all warranty service on such supplies, equipment and related services shall be performed by a factory-authorized service center preferably located within the metropolitan area near the DISTRICT.

6. Any replacement supplies, equipment, or related services furnished by CONTRACTOR to remedy a defect or nonconformity under this warranty shall also be covered by the terms of this warranty.

7. CONTRACTOR shall indicate the total period of the warranty after the supplies, equipment, and related services are placed into service. Any defects shall be promptly corrected by CONTRACTOR to the satisfaction of the DISTRICT and without expense to the DISTRICT.

8. The rights and remedies included in this warranty are in addition to and do not limit the DISTRICT's rights under any other clause of the contract documents.

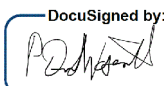
**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the date first set forth above.

**CONTRACTOR**

**DISTRICT**

VALLEY PACIFIC BUILDERS, INC.  
dba PACIFIC SOLAR

SAN JOAQUIN VALLEY UNIFIED AIR  
POLLUTION CONTROL DISTRICT

By:   
D612E1E1D05E489...  
P. David Wasemiller  
President

By: \_\_\_\_\_  
Amy Shuklian  
Chair Governing Board

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**Recommended for approval:**  
San Joaquin Valley Unified Air Pollution  
Control District

By: \_\_\_\_\_  
Samir Sheikh  
Executive Director/APCO

**Approved as to legal form:**  
San Joaquin Valley Unified Air Pollution  
Control District

By: \_\_\_\_\_  
Annette Ballatore  
District Counsel

**Approved as to accounting form:**  
San Joaquin Valley Unified Air Pollution  
Control District

By: \_\_\_\_\_  
Mario Orosco  
Director of Finance and  
Administrative Services

**For Accounting Use Only:**  
  
*Fund:* \_\_\_\_\_  
  
Sub-department No.: \_\_\_\_\_  
  
Account No.: \_\_\_\_\_

**Exhibit A:**

**District's Request for Proposals (RFP) for Solar Electricity Project,**  
**Including All Attachments and Written Addenda**  
**(36 PAGES)**

**REQUEST FOR PROPOSALS  
FOR  
SOLAR ELECTRICITY PROJECT  
with Parking Shade  
Structures, New Spray  
Polyurethane Foam Roof  
Application, and Retrofit of  
Electric Vehicle Charging  
Stations**

**Issued by:** San Joaquin Valley Air Pollution Control District  
1990 E. Gettysburg Avenue  
Fresno, CA 93726

**Contact Name:** Mario Orosco  
**Email:** [mario.orosco@valleyair.org](mailto:mario.orosco@valleyair.org)  
**Telephone:** 559-230-6000

**Submit Proposals To:**

**Electronic (preferred):** [mario.orosco@valleyair.org](mailto:mario.orosco@valleyair.org)

**Hard Copy:** San Joaquin Valley Air Pollution Control District  
Attn: Mario Orosco – SOLAR Project RFP  
1990 E. Gettysburg Avenue  
Fresno, CA 93726

**RFP Issued:** July 27, 2026

**Proposals Due:** September 11, 2026, NO LATER THAN 5:00 P.M. Pacific Time

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# 1. OVERVIEW

## 1.1. Introduction

The purpose of this Request for Proposals (RFP) is to identify a qualified, experienced, and cost-effective contractor to design, permit, and construct a solar photovoltaic (PV) system on the San Joaquin Valley Air Pollution Control District's ("District") property at 1990 E. Gettysburg Avenue, Fresno, CA 93726. The project includes solar PV arrays, parking shade structures, retrofit of ten (10) Level 2 electric vehicle (EV) charging stations across three (3) District regional offices (Fresno, Bakersfield, and Modesto), and application of a new spray polyurethane foam roof at the District's Fresno office campus. The system is intended to offset the District campus' annual electric costs and provide surplus generation capacity to support future electrical needs.

The District intends to claim the federal clean electricity investment tax credit under Internal Revenue Code Section 48E for eligible portions of the Project and to receive the credit as an elective payment under Section 6417, as available to governmental entities. Under current federal law, the solar photovoltaic portions of the Project must be placed in service no later than December 31, 2027 to remain eligible for the credit. Completion of the solar PV scope by the Placed-in-Service Deadline established in this RFP is therefore a material requirement of the Project, and each proposer's demonstrated ability to meet that deadline will be a significant factor in the evaluation of proposals.

Proposers shall submit a single Base Proposal for a Solar PV system, together with a required, separately priced Additive Alternate for a Battery Energy Storage System (BESS). The Base Proposal shall consist of a complete solar PV system design. The BESS Additive Alternate shall be priced and characterized as an addition to that same base design; a separate or alternative array design is not required for the BESS Additive Alternate. Both the Base Proposal and the BESS Additive Alternate shall be designed and sized to maximize economic benefit to the District under the CPUC Net Billing Tariff (NEM 3.0).

Proposers shall price the BESS Additive Alternate on two bases: (i) concurrent award and construction with the solar PV scope, and (ii) deferred award and construction as a separate later phase. The District may award the BESS Additive Alternate concurrently, defer it, or decline it entirely, at its sole discretion.

Primary Evaluated Base Proposal. For evaluation and scoring purposes, the Primary Evaluated Base Proposal shall be the cash-purchase, Solar PV-only configuration, including the solar PV system, the parking shade structures, the new spray polyurethane foam roof at the Fresno campus, and the retrofit of ten (10) Level 2 EV charging stations at the Fresno, Bakersfield, and Modesto offices. All proposals will be scored against this common configuration. Identification of a Primary Evaluated Base Proposal is for evaluation and scoring purposes only and does not obligate the District to award all components or locations. The District's rights of partial award, deferral, and severability under Section 3.4 apply to all Project components, including the EV charging retrofit work at each location. The BESS Additive Alternate will be evaluated and scored separately as described in Section 3.3.

Interested solar project companies/contractors ("Proposer") are invited to submit comprehensive proposals addressing all the elements of the Project scope, including the solar PV system, parking shade structures, EV charging station retrofits, and the new spray polyurethane foam roof. Proposals received in response to this RFP will enable the District to evaluate clean energy solutions and engage in contract negotiations with the Contractor deemed most responsive and qualified.

### 1.2. About San Joaquin Valley Air Pollution Control District

The District is a public health agency whose mission is to improve the health and quality of life for all Valley residents through efficient, effective, and entrepreneurial air quality management strategies. Established as a special district under California law, the District serves the eight counties of California's Central Valley: San Joaquin, Stanislaus, Merced, Madera, Fresno, Kings, Tulare, and the San Joaquin Valley Air Basin portion of Kern County. More information is available at: <https://www.valleyair.org/>.

### 1.3. RFP Timeline

Below is a list of major milestone dates for this RFP process. The District reserves the right to adjust the schedule at its discretion.

| Event                                                    | Target Dates                                                      |
|----------------------------------------------------------|-------------------------------------------------------------------|
| RFP Issued                                               | July 27, 2026                                                     |
| Question and Answer Session / Walk-Through               | August 11, 2026, 9:00-11:00 A.M.                                  |
| Written Questions Due                                    | August 21, 2026, 5:00 P.M.                                        |
| District Responses                                       | August 28, 2026                                                   |
| Proposals Must Be Received By                            | September 11, 2026, 5:00 P.M.                                     |
| Anticipated Award and Contract Execution                 | October 2026 (target)                                             |
| Contractual Placed-in-Service Milestone (Solar PV Scope) | November 30, 2027                                                 |
| Federal Placed-in-Service Deadline (Solar PV Scope)      | December 31, 2027 (Internal Revenue Code Section 48E, as amended) |

### 1.4. Defined Terms

As used in this RFP, "Proposer" means any firm submitting a proposal in response to this RFP, and "Contractor" means the Proposer to which the District awards a contract. Requirements stated as obligations of the Contractor describe obligations that will apply under the resulting agreement. Where this RFP requires information, documentation, or certifications to be submitted with a proposal, that requirement applies to each Proposer regardless of the term used. The terms "Company," "Respondent" and "system integrator," where used in this RFP, have the same meaning as "Proposer" or "Contractor" as the context requires.

## 2 SCOPE

### 2.1. Solar PV Project with Parking Shade Structures, Retrofit of Ten Level 2 EV Charging Stations, and New Spray Polyurethane Foam Roof

The District is seeking an experienced and reputable Contractor to design, engineer, permit, and construct a comprehensive solar PV project at its office campus located at 1990 E. Gettysburg Avenue, Fresno, CA 93726.

The selected Contractor shall provide a complete, turn-key solution, including energy modeling optimized for NEM 3.0, all required permits, utility interconnection, equipment,

materials, labor, commissioning, and staff training. Proposals shall clearly identify all proposed mounting configurations (rooftop, parking shade structure, ground-mount, or a combination thereof).

All work shall comply with applicable federal, state, and local laws, regulations, and codes, including but not limited to ADA accessibility requirements and California Building Code provisions related to accessible parking and electric vehicle charging infrastructure, including any required accessible EV charging spaces, striping, signage, and path-of-travel improvements.

The Project will include:

- Design and construction of solar arrays.
- Installation of parking shade structures.
- Retrofit of ten (10) Level 2 electric vehicle (EV) charging stations, as detailed below:
  - **Central Region Office** (1990 East Gettysburg Ave., Fresno, CA 93726):  
Six (6) single-port Level 2 EV charging stations
  - **Northern Region Office** (4800 Enterprise Way, Modesto, CA 95356):  
Two (2) single-port Level 2 EV charging stations
  - **Southern Region Office** (34946 Flyover Court, Bakersfield, CA 93308):  
Two (2) single-port Level 2 EV charging stations
- Application of a new spray polyurethane foam roof.
- Battery Energy Storage System (BESS), as a required, separately priced Additive Alternate to the solar PV scope, priced for both concurrent and deferred construction.

The system is intended to offset approximately 90%–100% of the District’s annual electric consumption, while also providing additional capacity to support future electrical needs and increase the District’s use of clean, renewable energy.

The EV charging retrofit work at each District location is severable from the solar PV scope and may be awarded, sequenced, deferred, or performed as a separate phase at the District's sole discretion. Proposers shall design implementation schedules so that the solar PV scope is prioritized to meet the Placed-in-Service Milestone, with EV charging retrofit work staged accordingly.

## **2.2. Minimum Qualifications and Proposal Requirements**

Proposals will be considered only from companies that can demonstrate the following:

1. Proposer must hold all required California contractor licenses and demonstrate the ability to perform the required services.
2. The qualified individual(s) assigned to the Project shall have significant experience in solar design and installation within the last five years in the State of California.
3. Demonstrated experience in the design, installation, or retrofit of electric vehicle (EV) charging stations.
4. Contractor and staff shall be knowledgeable of all applicable building codes, the Americans with Disabilities Act (ADA), and Facilities and Public Works Project requirements (including prevailing wage).

5. Ability to meet the schedule established by the San Joaquin Valley Air Pollution Control District.
6. Target Offset: Approximately 90%-100% of the District's annual electricity usage.
7. Placement of System: Building roof and northwest parking lot (including parking structure, if needed).
8. Purchase Option: All pricing shall be presented on a cash-purchase basis, with the District taking direct ownership of all installed property. Separate pricing shall be provided for each major Project component, each Project location, and each optional or alternate component, including the BESS Additive Alternate.
9. BESS Additive Alternate: Each proposal shall include a required, separately priced Battery Energy Storage System Additive Alternate meeting the informational and technical requirements of Section III and Attachment B. The BESS Additive Alternate shall be priced for both concurrent construction with the solar PV scope and deferred construction as a later phase, and shall not be embedded in or netted against Base Proposal pricing.
10. Construction management of entire Project.
11. Itemized proposal pricing with detailed cost breakdown, including separate line-item pricing for each major Project component, each project location, and each identified optional or alternative component. At a minimum, pricing shall be separately stated for: solar PV system; battery energy storage system (Additive Alternate); parking shade structures; spray polyurethane foam roof; EV charging retrofit work at the Fresno office; EV charging retrofit work at the Bakersfield office; EV charging retrofit work at the Modesto office; engineering and design; permitting; interconnection; trenching/conduit; panel or service upgrades; monitoring; commissioning; training; warranties; and any proposed operations and maintenance services.
12. Labor schedule with hourly rates for each staff position.
13. Solar panel specifications, including brand, model, and size/output.
14. Number of solar panels proposed.
15. Engineering, permitting, and fee costs included.
16. A Base Proposal that meets the minimum requirements of this RFP. A Proposer may also submit clearly labeled supplemental recommendations or innovative alternatives for the District's consideration, provided that a complete Base Proposal conforming to this RFP is submitted and fully priced. Supplemental alternatives will not substitute for the Base Proposal and will not be scored in its place. All pricing shall clearly identify which costs are mandatory, which are optional, and which are dependent upon award of other portions of the Project.
17. Software monitoring access compatible with mobile device platforms (Apple IOS & Android) and desktop/laptop Windows-based systems through native applications or browser-based functionality.
18. Severable Pricing and Award Structure: The proposal shall be structured so that the District may evaluate and, at its sole discretion, award all, some, or none of the requested work. Proposers shall identify any pricing assumptions, economies of scale, or dependencies associated with combined award of multiple Project components.
19. Partial Award Capability: Each proposer shall clearly state whether each Project component may be performed independently of the other components and shall identify any sequencing, design,

warranty, constructability, or operational issues that may arise if the District elects to proceed with only selected components of the Project.

20. Schedule of Values: Each proposal shall include a schedule of values allocating the total proposed price among the major Project components and subcomponents, sufficient to support District evaluation, contract negotiations, and any partial award or phased implementation.
21. A milestone schedule demonstrating that the solar PV scope will achieve utility Permission to Operate no later than November 30, 2027, identifying all long-lead equipment (including structural steel for parking shade structures, switchgear, transformers, and modules), the procurement strategy and lead time for each, permitting durations by jurisdiction, utility interconnection submission timing and assumed review durations, and available schedule float.
22. Demonstrated experience supporting governmental or tax-exempt entities in claiming federal energy tax credits through elective payment under Internal Revenue Code Section 6417, or an affirmative written commitment to provide the cost and equipment documentation described in Section 2.4.
23. Certification that all proposed modules, inverters, and any battery energy storage systems can be procured in compliance with federal prohibited foreign entity and material assistance requirements applicable to facilities beginning construction in 2026, including identification of proposed manufacturers and countries of manufacture.

### **2.3. Additional Project Information**

The Contractor must provide proof of all required business and contractor certifications/licenses and shall comply with the equipment, construction, bonding, and insurance requirements set forth in **Attachments B and C** to this RFP. The Contractor will be responsible for preparing and submitting all documentation necessary for project permitting, construction, and interconnection agreements, in full compliance with all applicable laws, regulations, ordinances, and industry best practices.

### **2.4. Federal Investment Tax Credit Requirements**

The District intends to seek the clean electricity investment tax credit under Internal Revenue Code Section 48E for eligible portions of the Project and to receive the credit as an elective payment under Section 6417. Each proposal shall address the following requirements, and the resulting agreement will include corresponding contractual obligations:

(a) Placed-in-Service Milestone. All solar PV generating property shall be fully installed, inspected, commissioned, interconnected, and authorized for parallel operation by the serving utility (Permission to Operate) no later than November 30, 2027, and in no event later than December 31, 2027. Time is of the essence with respect to this milestone. The Contractor shall prepare and submit the utility interconnection application no later than sixty (60) calendar days after the District's written authorization to proceed with design services, and shall diligently pursue utility approval thereafter.

If the District awards the BESS Additive Alternate for concurrent construction, the Contractor shall complete the BESS scope by the same November 30, 2027 milestone for project-coordination and operational purposes, regardless of whether a different federal tax-credit deadline may apply to energy storage property. The Contractor shall sequence the BESS scope, including any associated fire-code and Authority Having Jurisdiction review, so that it does not lie on the critical path to Permission to Operate for the solar PV scope. If the District defers the BESS Additive Alternate, the BESS completion date will be established at the time of that award.

(b) Equipment Sourcing. All solar modules, inverters, racking, and any battery energy storage equipment shall be sourced in compliance with the prohibited foreign entity and material assistance

cost ratio requirements of the Internal Revenue Code, as amended by Public Law 119-21, applicable to the taxable year in which construction of the applicable property is deemed to begin under federal law and Treasury guidance then in effect. Proposers are advised that the applicable prohibited foreign entity and material assistance cost ratio thresholds differ between solar generating property and energy storage property, and that thresholds may differ depending on the year construction begins. The Contractor shall separately identify and certify compliance for (i) solar modules, inverters, and racking, and (ii) any battery energy storage equipment. The District may approve equipment substitutions where reasonably necessary to maintain compliance with evolving prohibited foreign entity and material assistance requirements, provided the substituted equipment is equal or better in performance, warranty, and reliability, and provided any resulting cost impact is addressed by written change order.

(c) Tax Documentation and Cooperation. As a condition of final payment, the Contractor shall provide all documentation reasonably necessary for the District to complete Internal Revenue Service pre-filing registration and claim elective payment, including without limitation an itemized statement of credit-eligible cost basis by Project component, equipment and sourcing certifications, placed-in-service documentation (including inspection sign-offs and the utility's Permission to Operate letter), and such other supporting records as the District or its tax advisors may reasonably request.

(d) Non-Eligible Scope. Proposers are advised that the EV charging retrofit work and the spray polyurethane foam roof are not expected to constitute credit-eligible property and shall be priced severably as required elsewhere in this RFP. No federal tax benefit shall be assumed for the EV charging retrofit scope.

(e) Solar Priority; Staged Implementation. Achievement of the Placed-in-Service Milestone for the solar PV scope shall take scheduling priority over all other Project components. The District may, at its sole discretion, direct that design, permitting, procurement, and construction be staged so that the solar PV scope, including the spray polyurethane foam roof (which must precede or accompany installation of rooftop arrays) and the parking shade structures supporting mounted arrays, proceeds first. EV charging retrofit work and other non-eligible scope shall be scheduled, deferred, or performed concurrently only to the extent such work does not extend the solar PV critical path. Proposed schedules shall demonstrate that no EV charging or other non-solar Project component lies on the critical path to the Placed-in-Service Milestone, or shall identify and justify any unavoidable dependency, including any shared trenching, conduit, switchgear, or panel capacity between the EV charging retrofits and the solar PV or parking shade structure scope.

## **2.5. Bonding Requirements**

The Contractor shall furnish the following bonds, each issued by a surety authorized to transact business in the State of California and otherwise acceptable to the District.

- Performance Bond. Within ten (10) calendar days following the District's Notice of Intent to Award, or prior to the execution of the Agreement, whichever occurs first, the Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price, guaranteeing faithful performance of all obligations under the Agreement.
- Payment Bond. Prior to commencement of any work, the Contractor shall furnish a Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price, in accordance with California Civil Code section 9550.
- Cost of Bonds. All bond costs shall be included in the proposed price and shall be separately identified in the schedule of values. No separate payment will be made for bonds.
- Failure to Furnish Bonds. Failure to timely furnish the required bonds may result in withdrawal of

the award, and ward to another contractor, at the District's sole discretion.

### 3. RESPONDING TO THIS RFP

Interested Proposers are encouraged to respond to this RFP with the requested information and documentation in accordance with the response deadline specified in **Section 1.3**. Prior to submitting a response, companies may submit written questions. Following receipt of all responses, the District's evaluation team will review and score proposals as described in this RFP.

#### 3.1. Prior to Submission

Proposers may obtain additional information as follows:

- **Question-and-Answer Session/Walkthrough:** A Question and Answer session will be held for interested companies at the District's Fresno Office, on the date and time specified in **Section 1.3**. Attendance is not mandatory but is strongly encouraged, as District staff will be available to provide clarification and answer questions regarding the Project.
- **RFP Questions:** Written questions must be received no later than the Written Questions Due date specified in Section 1.3. Questions received after that date may not be answered. District responses will be issued in writing to all known recipients of this RFP and posted to the District's website. Only written addenda issued by the District shall modify this RFP; oral statements, including statements made at the walk-through, are not binding. Questions regarding this RFP shall be submitted via email provided on the cover page of this RFP with the subject line: "San Joaquin Valley Air District SOLAR Project RFP."

#### 3.2. Proposal Submittal Date, Format, and Method

Full responses to this RFP must be received no later than the response deadline specified in **Section 1.3**.

Proposals must be submitted by one of the following methods:

- Electronically in PDF format as an email attachment to [mario.orosco@valleyair.org](mailto:mario.orosco@valleyair.org) (preferred); or
- In hard copy, delivered or mailed to: San Joaquin Valley Air Pollution Control District, Attn: Mario Orosco - SOLAR Project RFP, 1990 E. Gettysburg Avenue, Fresno, CA 93726. Hard copy submittals shall consist of one (1) clearly marked original and two (2) copies, together with one (1) electronic copy on USB drive.

The subject line of any electronic submission must read: "San Joaquin Valley Air District SOLAR Project RFP Response". Attachments exceeding 8 MB must be compressed (e.g., zipped) or divided into multiple PDF files, submitted via separate emails, and labeled sequentially (e.g., Volume I, Volume II, etc.) to ensure message delivery.

Proposals must be received by the District no later than the date and time specified in Section 1.3, regardless of method. Postmark or transmission time does not constitute receipt. Late proposals will not be considered.

A confirmation of receipt will be provided by the District within one (1) business day of submission. If confirmation is not received, the proposer must contact the District by sending a separate email to request confirmation or to resolve any file delivery issues.

All official notifications and communications regarding this RFP will be made via email or phone.

All costs associated with preparing and submitting a response to this RFP shall be borne by the Proposer.

### 3.3. Evaluation of Responses

Review of responses submitted to this RFP will be conducted by the District's evaluation team. Proposals will first be reviewed for completeness, responsiveness, and compliance with the requirements of this RFP. The District reserves the right to reject any proposal that is incomplete, contains materially false or misleading information, or materially fails to comply with the requirements of this RFP.

The District intends to evaluate proposals using a best-value methodology that considers qualifications, technical approach, lifecycle value, long-term reliability, and overall benefit to the District, and not solely lowest cost.

The evaluation team intends to evaluate responsive proposals using the following weighted criteria. The District reserves the right to consider any other factors identified elsewhere in this RFP that are determined to be in the District's best interest.

| <b>Evaluation Criteria</b>                                                    | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Maximum Points</b> |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>Pricing, Lifecycle Cost, and Overall Cost Effectiveness</b>                | Evaluation of total proposed project cost, lifecycle cost considerations, projected utility savings, pricing transparency, schedule of values, optional pricing, assumptions, and overall long-term economic cost effectiveness to the District.                                                                                                                                                                                                                                                                                                        | <b>25</b>             |
| <b>Experience and Qualifications</b>                                          | Evaluation of the Contractor's organizational experience, qualifications of key personnel, successful completion of similar projects, experience with government/public agency projects, references, licensing, and demonstrated ability to successfully perform the work.                                                                                                                                                                                                                                                                              | <b>15</b>             |
| <b>Technical Approach and Project Design</b>                                  | Evaluation of the overall quality, feasibility, completeness, maintainability, and performance of the proposed solar PV system, battery energy storage system Additive Alternate, parking shade structures, EV charging retrofit work, spray polyurethane foam roofing approach, and compliance with technical requirements of the RFP.                                                                                                                                                                                                                 | <b>20</b>             |
| <b>Project Schedule, Implementation Plan, and Placed-in-Service Assurance</b> | Evaluation of the Contractor's project schedule, staffing plan, permitting approach, construction phasing, coordination strategy, and ability to minimize disruption to District operations. This criterion includes the credibility of the proposer's plan to achieve utility Permission to Operate for the solar PV scope no later than November 30, 2027, including long-lead equipment procurement strategy, interconnection timing, identified schedule float, and the proposer's track record of on-time completion on projects of similar scope. | <b>20</b>             |
| <b>Warranties, Reliability, and Long-Term Support</b>                         | Evaluation of equipment warranties, workmanship warranties, monitoring systems, operations and maintenance support, responsiveness, service capabilities, and overall long-term reliability of the proposed systems and equipment.                                                                                                                                                                                                                                                                                                                      | <b>10</b>             |
| <b>Contract Terms and Proposal Responsiveness</b>                             | Evaluation of the Contractor's willingness to accept the District's contract terms, clarity and completeness of the proposal, responsiveness to the RFP requirements, and identification of assumptions, exclusions, and pricing dependencies.                                                                                                                                                                                                                                                                                                          | <b>5</b>              |

|                                                |                                                                                                                                                                                                                          |            |
|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Sustainability and Value-Added Features</b> | Additional consideration for value-added services, innovative design features, sustainability practices, Green Procurement Policies, workforce development practices, and other enhancements beneficial to the District. | <b>5</b>   |
|                                                | <b>TOTAL MAXIMUM POINTS</b>                                                                                                                                                                                              | <b>100</b> |

Scoring of Alternates. Proposals will be scored against the Primary Evaluated Base Proposal identified in Section 1.1. The BESS Additive Alternate will be separately evaluated for technical adequacy, completeness of the required storage information set, and economic benefit to the District, and will inform the District's decision whether to award, defer, or decline the BESS scope. The District may consider the BESS Additive Alternate in determining overall best value, but a proposer's Base Proposal score shall not be increased or decreased solely by reason of the pricing of its BESS Additive Alternate.

The District may, at its sole discretion, request clarifications, supplemental information, interviews, presentations, product demonstrations, revised pricing, or best-and-final offers from one or more proposers. Any such interviews, demonstrations, or presentations may be separately scored and incorporated into the final evaluation results.

The District reserves the right to conduct independent investigations of proposer qualifications, including review of references, prior project performance, financial stability, litigation history, safety record, regulatory compliance, and ability to successfully perform the work contemplated by this RFP. If interviews or presentations are conducted, the District may revise the evaluation scores based upon the information presented.

The District reserves the right to:

- Reject any or all proposals;
- Waive informalities or minor irregularities in proposals received;
- Negotiate with one or more proposers;
- Award all, part, or none of the requested services;
- Issue one award or multiple awards; and
- Select the proposal(s) determined to be in the best interests of the District.

Selection of a proposer through this RFP process does not constitute a binding contract or obligation on the part of the District until a final agreement has been approved and fully executed by all authorized parties.

### **3.4. RFP Terms and Conditions**

This RFP is not a contract offer and should not be construed as intent, commitment, or promise to acquire products or services presented by any Proposer.

Information received in response to this RFP will be used solely for evaluation of potential solar energy project developers. The District reserves the right to discontinue, amend, or modify the RFP process at any time and makes no commitments, implied or otherwise, that this process will result in a business transaction or negotiation with one or more proposers.

The District will not pay for any information requested herein, nor will it be liable for any costs incurred in the preparation of responses.

Public Records. Proposals submitted in response to this RFP may become public records subject to disclosure under the California Public Records Act (Government Code section 7920.000 et

seq.), unless exempt from disclosure by law. If a proposer believes that portions of its proposal contain trade secrets or confidential proprietary information, such portions shall be clearly identified and marked as "Confidential" together with the legal basis supporting nondisclosure. The District will endeavor to notify the proposer of any request for disclosure of marked information; however, the District does not guarantee confidentiality and shall make the final determination regarding disclosure in accordance with applicable law.

By submitting a proposal, the proposer acknowledges that the District may be required to disclose proposal materials pursuant to applicable law and agrees that the District shall not be liable for any disclosure made in good faith in response to a lawful public records request.

Based on Proposer responses, meetings may be scheduled between Contractor and the District in person and/or remotely to expedite the review, evaluation, and potential contract discussions.

Exclusive or concurrent negotiations may be conducted with one or more responsible Contractor(s) for the purpose of altering or otherwise changing the conditions, terms, and price of a proposed development agreement.

**Partial Award / Multiple Award / Severability.** The District reserves the right, in its sole discretion, to award all, some, or none of the work described in this RFP; to award by component, by location, by phase, or by any combination the District determines to be in its best interest; to issue one award or multiple awards; and to remove, defer, or separately negotiate any portion of the scope of work, including without limitation the solar PV system, battery energy storage system, parking shade structures, roofing work, and EV charging retrofit work at one or more District locations. Submission of a proposal constitutes the proposer's acknowledgment and acceptance that the District may elect not to proceed with the Project as a single integrated award.

**No Obligation to Award Entire Scope.** Nothing in this RFP shall obligate the District to award the entire Project scope to a single Contractor or to proceed with every Project component described in this RFP. The District may select only those components, locations, or phases that it determines are in the best interests of the District, budgetarily feasible, or otherwise appropriate.

## **4. INFORMATION TO SUBMIT IN THE PROPOSAL**

Proposals shall present one complete solar PV system design as the Base Proposal, together with a separately priced and separately described BESS Additive Alternate. Proposers shall not submit two independent system designs. The BESS Additive Alternate shall be presented as an addition to the Base Proposal design and shall include the storage information set required by Section III, the pricing required by Section IV, and a financial analysis showing the Project both with and without the BESS Additive Alternate.

Proposals shall be organized and priced in a manner that allows the District to evaluate the Project on both an integrated basis and a component-by-component basis. All pricing, assumptions, technical narratives, exclusions, and contract documents shall clearly distinguish between mandatory base scope, optional scope, alternate scope, and location-specific scope.

Proposers interested in this RFP should provide proposals with straightforward information that clearly communicates the information requested below.

The proposal shall describe products and/or services being offered by Proposer in order to meet the goals and areas of interest stated in this RFP. Each Proposer must clearly demonstrate how its products and/or services meet relevant industry standards and requirements by providing detailed product specification materials and installation methods that are in compliance with federal, state, local, and utility regulations as well as industry best practices.

Proposal information will be used by the District for evaluation purposes only. Disclosure of

proposal materials shall be governed by the California Public Records Act and other applicable law.

Proposals must be organized in the format and order specified below. Proposals that do not follow this structure may be deemed non-responsive.

## **COVER PAGE**

Each proposal must include a cover page containing the following: “San Joaquin Valley Air Pollution Control District SOLAR Project RFP Proposal”, business name, primary address, contact person, contact information, and table of contents referencing the section numbers below.

## **SECTION I: Contractor Background and Qualifications**

Proposers should provide a summary of background information about its company in this section. RFP responses shall include:

- Description of Contractor’s capabilities in delivering solar PV projects and related services.
- Organizational background and experience in delivering solar projects in California and/or specific utility markets relevant to the District.
- Brief bios of the key team members who would work on individual projects and/or broader development agreements executed under this RFP and identification of the Project Manager.
- Minimum of three (3) references for similar-sized projects completed under NEM 2.0 or NEM 3.0 and contact information.
- Description of experience with government agencies.
- List and brief description of planned subcontractors and/or partners, along with description of how Contractor has worked with the subcontractors and partners in the past.
- Disclosure of any bankruptcies or legal proceedings against the Contractor or its planned subcontractors or partners related to solar projects in the past three (3) years.
- Contractor’s State License Board (CSLB) license number(s).
- Proof of required insurance in accordance with Attachment C, and evidence of the ability to obtain bonds in accordance with Section 2.5.
- Description of whether the company has a Green Procurement Policy (optional, will be given additional consideration).

## **SECTION II: Solar PV Project, Parking Shade Structures, EV Charging Retrofits, and New Spray Polyurethane Foam Roof – Development Approach**

**Development Approach:** The Proposer shall describe its strategy for delivering an integrated solar PV system, parking shade structures, EV charging retrofits, and spray polyurethane foam roof.

**Base Proposal Requirements:** The Base Proposal shall include EV charging station installations at the Fresno, Bakersfield, and Modesto locations as described in the Scope. However, inclusion of such work in the Base Proposal is for evaluation purposes only and shall not limit the District's right to award or proceed with fewer than all locations or Project components. All Electric Vehicle Supply Equipment (EVSE) shall be ChargePoint brand and fully ADA compliant. ChargePoint equipment is specified for standardization with the District's existing ChargePoint network account, charging infrastructure, administrative access, and reporting systems across all three District regional offices. The Contractor shall provide ADA site plans and obtain all required local permits.

**Network Requirement:** All EV chargers shall be networked under a single District ChargePoint account with full administrative access provided.

The response should include:

- Prior or current experience serving as a development partner in the government sector, including results achieved.
- A description of the ongoing support, management, and resources that will be provided to the District throughout the development agreement contract period.
- Any unique value-added services the Contractor wishes to highlight.

This section should be no more than **five (5) pages**.

### **SECTION III: Proposed Solar PV System, Parking Shade Structures, EV Charging Retrofits, and New Spray Polyurethane Foam Roof – Technical Description**

This Section shall describe the Base Proposal and the BESS Additive Alternate separately, as organized below.

#### **III.A Base Proposal - Solar PV System, Parking Shade Structures, EV Charging Retrofits, and Spray Polyurethane Foam Roof**

The proposal must include the following:

- A detailed technical description of the proposed solar PV system, parking shade structures with solar-mounted panels, retrofit of ten (10) Level 2 EV charging stations, and new spray polyurethane foam roof, including basic location diagrams, system designs, and components lists.
- Supporting information such as technical specifications for major equipment components (including PV panels, inverters, EV chargers, and related infrastructure), warranties, and energy production guarantees.
- Description and specifications of the mounting equipment and installation techniques, including measures to maintain roof warranties (for rooftop solar systems), as well as design considerations for parking shade structures and EV charging retrofits in compliance with District property requirements.
- A system electricity output schedule on a monthly basis for the first year of operation, supported by modeling results from a recognized software tool (e.g., Helioscope or PVSyst).
- Projected annual performance degradation of the solar PV system.
- The maximum net output of the proposed solar PV system stated in alternating current (AC) kilowatts.
- Major inclusions and exclusions in the proposal.
- A critical-path schedule from contract execution through utility Permission to Operate demonstrating achievement of the Placed-in-Service Milestone, including design, permitting, equipment procurement with stated lead times for each major component, construction phasing, inspections, commissioning, and interconnection. The schedule shall identify the proposed submission date for the utility interconnection application under Electric Rule 21 and the assumed utility review and Permission to Operate durations. The critical-path schedule shall separately identify the EV charging retrofit work at each location and shall demonstrate that such work is scheduled off the solar PV critical path, or shall identify and justify any shared-

infrastructure dependency that cannot be avoided.

- For the spray polyurethane foam roof: the proposed foam thickness, resulting aged R-value, total coating dry film thickness, and the basis for compliance with Title 24, Part 6 for Climate Zone 13; evidence of the applicator's current approved-applicator status with the roofing manufacturer; and a copy of the proposed manufacturer no-dollar-limit (NDL) warranty form, all as required by Attachment B.
- Identification of the roofing approach as tear-off or overlay, with the basis for that determination and pricing for both if the existing deck condition has not been verified at the time of proposal.

### **III.B BESS Additive Alternate**

The BESS Additive Alternate shall be designed to optimize on-site consumption, minimize low-value exports, and enable Time-of-Use arbitrage under the CPUC Net Billing Tariff (NEM 3.0). The BESS Additive Alternate shall be presented as an addition to the Base Proposal design; a separate or alternative array design is not required. Proposals shall include, at a minimum, the following information for the proposed BESS. A proposal that omits this information may be deemed non-responsive as to the BESS Additive Alternate.

- Manufacturer, model, and chemistry of the proposed battery system and power conversion equipment.
- Rated power (kW) and rated energy capacity (kWh), stated both as nameplate and as usable capacity at beginning of life.
- Proposed discharge duration at rated power.
- Round-trip efficiency, including auxiliary and parasitic loads, and the basis of that figure.
- Warranted capacity retention over the warranty term, stated as a percentage of beginning-of-life usable capacity, together with any annual throughput, cycle count, or operating limits that condition the warranty.
- Annual degradation assumptions, and any assumed augmentation or module replacement necessary to maintain modeled performance over the analysis period, including the assumed timing and cost of each.
- Proposed control, dispatch, and optimization strategy, including how the system will respond to the District's load profile and applicable rate schedule, and who is responsible for dispatch configuration and ongoing optimization.
- Documentation of listing and compliance with UL 9540, large-scale fire testing under UL 9540A, and NFPA 855, together with the proposed siting, separation, ventilation, detection, and suppression approach and any anticipated Authority Having Jurisdiction or fire-code review requirements.
- All software, subscription, licensing, networking, communications, and data-hosting costs associated with the BESS, stated for the first five (5) years and annually thereafter, and identification of which of those costs are included in the proposed price.
- The nature and duration of District access to operational, performance, and state-of-health data, and the means of access.
- Cybersecurity measures applicable to the BESS and its control systems, and a statement of data ownership confirming that all District operational and consumption data remains the property of the District.

- Whether backup power or islanding capability during utility outages is included, excluded, or available as a priced option, and if included, the specific loads to be supported, the supported duration, and any required electrical infrastructure.
- Any impact of the BESS on the solar PV scope's schedule, interconnection application, permitting path, or Permission to Operate date, addressed separately for the concurrent-construction and deferred-construction pricing bases.

### **III.C Equipment Sourcing (Base Proposal and BESS Additive Alternate)**

Identification of the manufacturer and country of manufacture for all proposed modules, inverters, racking systems, and battery energy storage equipment, together with a statement of the proposer's ability to certify compliance with the federal equipment sourcing requirements described in Section 2.4. Solar generating property and energy storage property shall be certified separately.

## **SECTION IV: Solar PV, Parking Shade Structures, EV Charging Retrofits, and New Spray Polyurethane Foam Roof – Cost Proposal**

Required Financial Modeling Assumptions. To permit consistent comparison among proposals, all proposers shall use the following common assumptions in all financial analyses. Proposers may submit supplemental analyses using different assumptions, provided the required analysis using the assumptions below is also presented and clearly identified.

- Utility tariff: The District's applicable PG&E nonresidential tariff as identified in Attachment A, together with the CPUC Net Billing Tariff and the export compensation values in effect as of the date of this RFP.
- Load data: The District-provided interval consumption data furnished with this RFP or by addendum. Proposers shall not substitute modeled or assumed load profiles without disclosing the substitution and the reason for it.
- Analysis period: Twenty-five (25) years from the Placed-in-Service date, used consistently for net present value, savings forecasts, and lifecycle cost.
- Discount rate: 4.0% nominal, applied to all net present value calculations.
- Utility rate escalation: 4.0% per year, applied uniformly to all retail energy and demand charges. Export compensation under the Net Billing Tariff shall not be escalated at the retail rate, and shall instead follow the published Avoided Cost Calculator forecast values applicable to the District's service territory.
- Required sensitivity analyses: In addition to the base case above, each proposer shall restate the twenty-five (25) year net present value, simple payback period, and internal rate of return using utility rate escalation rates of 2.0% per year and 6.0% per year, with all other assumptions held constant. Sensitivity results shall be presented in a single summary table.
- General inflation: 2.5% per year.
- Solar PV degradation: As warranted by the proposed module manufacturer, not to exceed 0.5% per year after year one.
- Operations and maintenance escalation: 3.0% per year.
- Inverter replacement: Assumed in year 15, at the proposer's stated cost, unless the proposed inverter warranty term supports a different assumption, in which case the assumption and its basis shall be disclosed.
- BESS replacement or augmentation: As required to maintain the warranted usable capacity,

at the timing and cost stated by the proposer under Section III.

- Federal credit rate: Assume a thirty percent (30%) Internal Revenue Code Section 48E credit, reflecting satisfaction of the federal prevailing wage and apprenticeship requirements, which the Contractor shall be obligated to satisfy and document. Proposers shall separately state the assumed credit-eligible cost basis by Project component.
- Federal elective payment: Assume the Section 48E credit is received as an elective payment under Section 6417, eighteen (18) months after the close of the taxable year in which the Project is placed in service.
- Maximum net output: Each proposal shall state the maximum net output of the proposed solar PV system in alternating current (AC) kilowatts. Proposers shall design the system so that maximum net output remains below one (1) megawatt AC unless the District directs otherwise in writing.
- Bonus credit adders: Domestic content and energy community adders shall be assumed only where the proposer states an affirmative documented basis for eligibility. Analyses shall be presented both with and without any assumed adder.
- Renewable Energy Credits: Assume the District retains all RECs and environmental attributes, valued at zero unless the proposer states a documented basis for a different value.
- Operations and maintenance term: Proposers shall price operations and maintenance services for the full twenty-five (25) year analysis period. Where the proposer's standard O&M offering is shorter, the proposer shall state the offered term and provide an estimate for the remaining years using the escalation rate specified above, clearly identified as an estimate.
- Terminal value: Assume zero residual, salvage, or terminal value for all Project components at the end of the analysis period. Proposers shall not include a terminal value in the base case net present value calculation. Decommissioning and removal costs need not be included unless the proposer's proposed equipment or structures would require them, in which case they shall be identified separately.

Any assumption not specified above shall be disclosed, with its source, in a consolidated assumptions schedule.

All financial analyses, including estimated savings, simple payback period, internal rate of return (IRR), and net present value (NPV), shall use the current NEM 3.0 Avoided Cost Calculator (ACC) applicable to the District's utility service territory. System sizing assumptions shall be justified based on the District's annual electricity consumption stated in Attachment A and the District-provided interval load data, using the District's applicable PG&E nonresidential tariff and the current Net Billing Tariff export compensation values. All financial analyses shall also clearly identify which Project components are included in each pricing scenario and whether such scenario assumes an integrated award of all Project components or a partial award of selected components only.

The Financial Proposal shall include a detailed twenty-five (25) year cash flow analysis for the Base Proposal (Solar PV only) and a second twenty-five (25) year cash flow analysis for the Base Proposal plus the BESS Additive Alternate. At a minimum, each analysis shall clearly identify estimated annual utility savings, the simple payback period, the internal rate of return (IRR), and the twenty-five (25) year net present value (NPV), computed using the Required Financial Modeling Assumptions stated above. All assumptions, escalation factors, and modeling inputs shall be disclosed in the consolidated assumptions schedule, and any deviation from the Required Financial Modeling Assumptions shall be expressly identified and explained. Where the District has prescribed an assumption, that assumption shall govern the scored analysis, and any

alternative treatment shall be presented only as a clearly labeled supplemental analysis. The proposer shall also identify any material change in savings, payback, IRR, NPV, or other financial results if the District elects to proceed with less than the full Project scope, including award of the solar PV scope without the parking shade structures, without the spray polyurethane foam roof, or without the EV charging retrofit work at one or more locations.

The Cost Proposal must be presented in a fully itemized format that permits evaluation of the total Project as well as separate evaluation of each major Project component and location. Pricing shall be sufficiently detailed to allow the District to negotiate, award, remove, defer, or phase individual Project components without requiring a complete repricing of the entire proposal.

Cost proposals must:

- Be based on estimates that meet the requirements defined in this RFP and remain consistent with the responses in Section III above and the requirements in the Attachments, and clearly identify all inclusions, exclusions, assumptions, contingencies, and pricing dependencies.
- Provide all-inclusive cash-purchase pricing, including system costs, installation, monitoring, inverter replacement at the conclusion of the inverter warranty period, EV charging retrofit costs, and annual operations and maintenance costs. Such pricing must also be separately itemized by Project component, by District location where applicable, and by base scope versus optional or alternate scope, including the BESS Additive Alternate priced separately on both a concurrent-construction and a deferred-construction basis.
- Include a component-by-component schedule of values showing separate pricing, at a minimum, for the following: solar PV system; battery energy storage system as a separately stated Additive Alternate, with concurrent-construction and deferred-construction pricing; parking shade structures; spray polyurethane foam roof; EV charging retrofit work for Fresno; EV charging retrofit work for Bakersfield; EV charging retrofit work for Modesto; engineering/design; structural engineering; electrical engineering; permitting; utility interconnection; trenching and conduit; switchgear, panel, or service upgrades; monitoring systems; commissioning; training; warranty work; and optional operations and maintenance services.
- Clearly identify any bundled pricing discounts, shared mobilization assumptions, overhead allocations, or other cost efficiencies that apply only if the District awards multiple Project components together.
- Clearly identify any minimum award conditions or components that the proposer contends must be awarded together, together with a detailed explanation of the technical, pricing, warranty, or scheduling basis for that position.
- Provide, for each major Project component, a statement identifying whether the component is independently performable and whether its pricing remains valid if awarded separately.
- Proposer shall propose pricing on the basis that the District shall retain all Renewable Energy Credits (RECs), environmental attributes, and similar benefits associated with the Project.
- Include Prevailing Wage Pricing, in compliance with California labor law requirements (Labor Code Sections 1720 et seq. and Title 8, CCR Sections 16000 et seq.). The Contractor's obligations include, but are not limited to: payment of prevailing wages; compliance with overtime, working hours, and apprenticeship requirements; payroll recordkeeping; and all other obligations required by law.
  - Proposers must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and shall maintain such registration at the time of

proposal submission, at the time of contract award, and throughout performance of the work.

- Contractor shall indemnify, defend, and hold harmless the San Joaquin Valley Air Pollution Control District from and against any and all claims, demands, damages, defense costs, or liabilities arising out of or related to the Contractor's failure to adhere to the above-referenced statutes.
- Indicate the duration for which proposed costs will remain valid, which must be no less than **ninety (90) days** following the close of the RFP.
- Provide forecasted savings calculations over the **twenty-five (25) year** analysis period, including documented assumptions, calculations, and forecasted methods.
- Present all financial analyses both with and without the federal Section 48E investment tax credit at the applicable credit rate, received as an elective payment under Section 6417. The analysis shall separately state the assumed credit-eligible cost basis by Project component, identify any bonus credit adders assumed (including domestic content or energy community adders, with the basis for each), and state the assumed timing of the elective payment refund.
- The schedule of values shall segregate credit-eligible costs from non-eligible costs, including without limitation the spray polyurethane foam roof and all EV charging retrofit work, in sufficient detail to support the District's federal tax reporting and any review by the District's tax advisors.

## SECTION V: Project Contracts

This section must include sample site license/real estate access agreements and all other proposed contract documents, including all related schedules, exhibits, and addenda. At the District's request, the Proposer shall also provide a sample direct purchase agreement, including any associated warranty and operations and maintenance agreements. All submitted documents shall be representative of the Contractor's standard contract terms and conditions. All proposed contract documents shall clearly identify whether the work is severable and shall be drafted to permit the District, at its sole discretion, to award, remove, defer, or terminate for convenience one or more Project components or locations without invalidating the remaining portions of the agreement, subject to negotiated equitable adjustments where required by law or contract.

Proposer shall identify any contract provisions that require integrated award of all Project components and shall specifically disclose any terms that would restrict the District's ability to proceed with only selected portions of the Project, including without limitation the solar PV system, battery energy storage system, parking shade structures, roofing work, or EV charging retrofit work at one or more District locations. Any such restrictions shall be clearly labeled in the proposal. Silence on this point shall be deemed the proposer's representation that the proposed contract can be structured as severable or partially awardable.

Proposed contract documents shall include, and the final agreement will include, the following material provisions: (a) a requirement that the Contractor furnish the Performance Bond and Payment Bond described in Section 2.5; (b) a guaranteed Placed-in-Service Milestone of November 30, 2027 for the solar PV scope, with time of the essence; (c) an acknowledgment that the District's loss of the federal elective payment under Internal Revenue Code Section 6417, to the extent caused by the Contractor's unexcused failure to achieve the Placed-in-Service Milestone, constitutes direct damage recoverable by the District and shall not be subject to, or excluded by, any waiver or limitation of consequential, special, or indirect damages in the agreement; (d) an obligation to provide monthly schedule updates measured against the approved critical-path schedule. Whenever any update shows

the Placed-in-Service Milestone at risk due to Contractor-caused or otherwise non-excusable delay, the Contractor shall submit a recovery schedule within ten (10) calendar days and shall implement reasonable acceleration measures at the Contractor's sole cost sufficient to restore the milestone. Whenever any update shows the Placed-in-Service Milestone at risk due to Excusable Delay, the Contractor shall promptly notify the District, identify and implement reasonable mitigation measures within its control, document any claimed schedule impact, and cooperate with the District in evaluating acceleration options; any acceleration directed by the District beyond such reasonable mitigation shall be addressed by written change order; (e) an ongoing obligation to cooperate with providing and supporting any reasonably necessary tax documentation for the District, including IRS pre-filing registration, elective payment filing, and audit support, surviving final completion; (f) representations and warranties that all equipment complies with federal prohibited foreign entity and material assistance requirements, with indemnification for any reduction, disallowance, recapture, repayment obligation, or other loss of the federal tax benefit caused by the Contractor's breach of those representations; (g) a definition of Placed in Service consistent with federal tax law, evidenced at minimum by final inspection approval and the serving utility's written Permission to Operate; and (h) a definition of Excusable Delay meaning any delay to the critical path arising from causes beyond the Contractor's reasonable control and not caused by the Contractor's fault or negligence, including District-directed changes, delayed District decisions or approvals beyond the periods established in the contract, differing or concealed site conditions, delays in Authority Having Jurisdiction permitting or inspection not attributable to deficient Contractor submittals, delays in utility interconnection review or Permission to Operate not attributable to deficient or untimely Contractor submittals, changes in law, and force majeure events. Delay attributable to the Contractor's failure to submit the interconnection application within the period required by Section 2.4(a), to procure long-lead equipment consistent with the approved schedule, or to submit complete and code-compliant permit documents shall not constitute Excusable Delay.

Any exceptions or requested modifications to these provisions shall be expressly identified in the proposal. Failure to identify an exception may be considered by the District as the proposer's agreement that the final contract may include these provisions.

Payment terms will be established in the final agreement. Proposers shall price on the assumption that payments will be progress-based for work performed and in place in accordance with California public works law, that no mobilization or advance payments will be made except as the District may approve for long-lead equipment procurement, and that final payment will be conditioned on utility Permission to Operate and delivery of the documentation described in Section 2.4.

## Attachment A: Listing of District Information

### A-1. Electrical Service – Central Region Office (Fresno)

- Facility: Central Region Office, 1990 E. Gettysburg Ave, Fresno, CA 93726
- Serving Utility: Pacific Gas & Electric Company
- Applicable Rate Schedule: Business Medium Use B-10
- Annual Electricity Consumption (March 7, 2025 through March 9, 2026): 942,176 kWh
- Annual Electricity Cost (same period): \$326,035
- Average Cost per kWh: \$0.3460

The consumption and cost figures above are for the District’s Central Region Office only, and do not include consumption at the Northern or Southern Region Offices. Proposers shall use these figures, together with the interval consumption data as the basis for system sizing and all financial modeling required by Section IV. The interval consumption data will be posted to the District website by no later than Friday, July 31, 2026.

### A-2. District Office Locations

#### Central Region Office (1990 East Gettysburg Avenue, Fresno, CA 93726)

Solar PV system, parking shade structures, spray polyurethane foam roof, and six (6) single-port Level 2 EV charging stations.

The District has identified the following preferred locations for solar PV installation at the Central Region Office. The areas are listed in order of preference, with **Area A representing the District’s highest-priority location**:

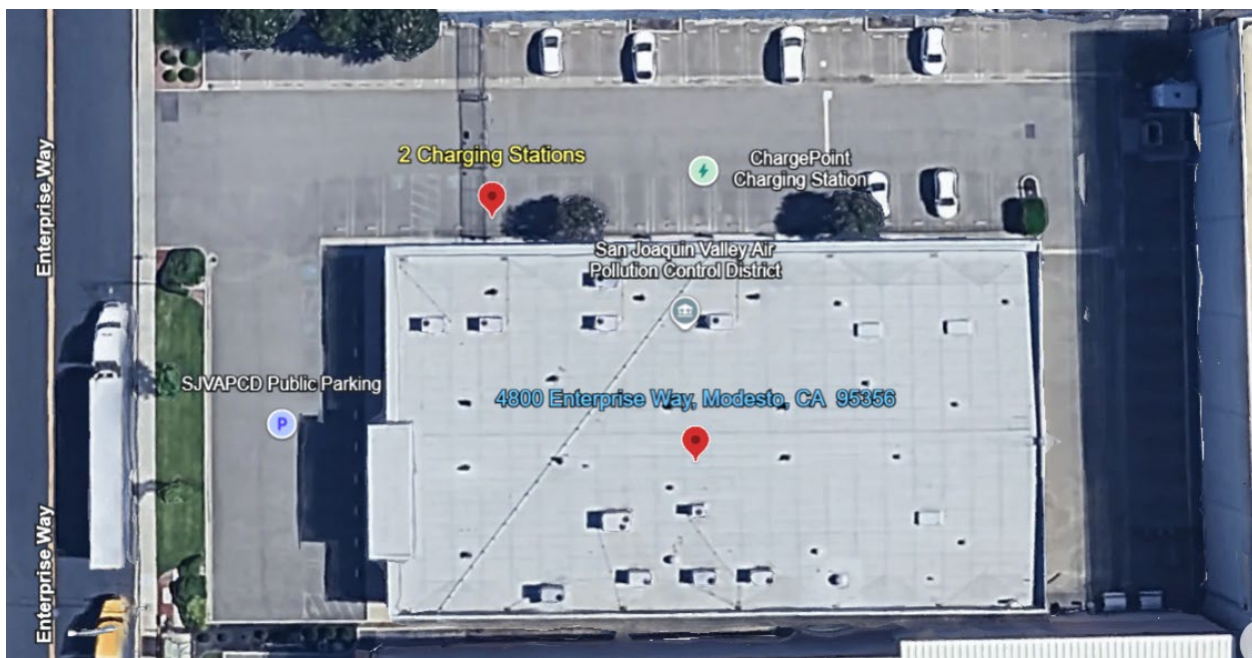
- 1. Area A – Central Region Building Rooftop**  
Installation of solar PV panels on the rooftop of the Central Region Office building.
- 2. Area B – South Fleet and Employee Parking Lot**  
Installation of solar PV parking shade structures over the fleet and employee parking area located south of the Central Region Office building.
- 3. Area C – EV Charging Stations and Employee Parking Area**  
Installation of solar PV parking shade structures over the existing electric vehicle charging stations and adjacent employee parking area along East Gettysburg Avenue.
- 4. Area D – North Clark Street Manager Parking Area**  
Installation of solar PV parking shade structures over the manager parking area located along the north side of Clark Street.
- 5. Area E – East Gettysburg Avenue Parking Area in Front of the Building**  
Installation of solar PV parking shade structures over the parking area located along East Gettysburg Avenue in front of the Central Region Office building.

Proposers should prioritize the installation areas in the order listed above when developing their proposed system design. Proposers may recommend an alternative sequence or configuration when supported by site conditions, structural limitations, energy-production considerations, permitting requirements, cost-effectiveness, or other relevant design factors. Any proposed deviation from the District’s preferred order shall be clearly identified and explained in the proposal.



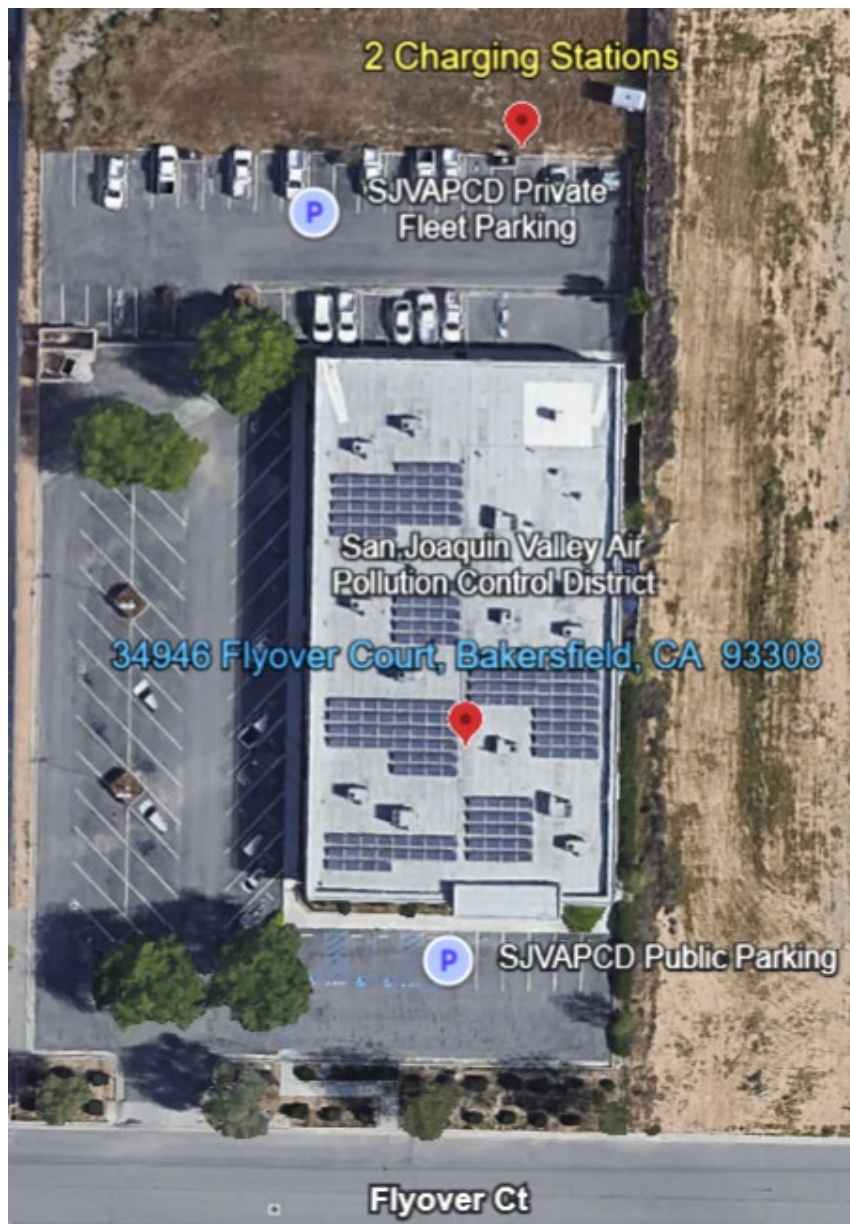
### Northern Region Office (4800 Enterprise Way, Modesto, CA 95356)

Two (2) single-port Level 2 EV charging stations.



**Southern Region Office (34946 Flyover Court, Bakersfield, CA 93308)**

Two (2) single-port Level 2 EV charging stations.



**Attachment B: Technical Specifications and Construction  
Requirements  
Solar PV System, Parking Shade Structures, EV Charging Retrofits, and  
Spray Polyurethane Roof – Minimum Equipment and Construction  
Requirements**

**General**

- All equipment shall be listed, certified, or labeled by a Nationally Recognized Testing Laboratory for its intended use, in accordance with the standards applicable to that equipment as of the date of installation. Where a specific standard is cited in this Attachment, compliance with the cited standard or its current successor standard shall satisfy the requirement. Where a superseding standard has been adopted, the current standard governs.
- All work, equipment, and installation methods shall comply with the current adopted editions of the California Building Standards Code (Title 24), including the California Building Code, California Electrical Code, California Fire Code, and California Energy Code, which incorporate the International Building Code and National Electrical Code with California amendments, together with all applicable utility interconnection requirements, Authority Having Jurisdiction requirements, manufacturer installation instructions, and all other relevant state and national codes. Citation of a particular standard elsewhere in this RFP shall not be construed to limit the Contractor's obligation to comply with all other applicable standards.
- A minimum ten (10) year warranty is required for all materials and workmanship, except where a different warranty term is expressly specified for particular equipment elsewhere in this Attachment, in which case the specifically stated term governs. All warranties shall be documented in advance, provided to the District, and fully transferable.
- As may be required, obtaining a structural report from a licensed structural engineer for the purpose of obtaining a building permit to reroof over an existing BUR.
- The Contractor shall be responsible for determining whether the roof deck is in compliance with applicable building codes.
- All HVAC units must remain in operation during regular work hours.
- Contractor is responsible for conducting all required building, utility, and rebate inspections, the Contractor must complete all construction and documentation in a manner necessary to pass such inspections, and the work must be conducted in accordance with industry standard best practices.
- Contractor must possess current and valid California contractor's license, issued by the State of California Contractor's State Licensing Board (CSLB), with classifications appropriate for the electrical and solar work required to perform the proposed services.
- All modules, inverters, racking, and battery energy storage equipment shall be sourced in compliance with the prohibited foreign entity and material assistance provisions of federal law applicable to the taxable year in which construction of the applicable property is deemed to begin, with solar generating property and energy storage property certified separately. The Contractor shall furnish manufacturer certifications, bills of materials, and cost data sufficient for the District to substantiate compliance as

a condition of equipment approval.

### **Spray Polyurethane Foam Roof with Granules**

- The successful application of a sprayed polyurethane roofing system (SPRS) is dependent upon the experience, technology, and common sense of the designer and (applicator)/contractor.
- Roof System Design Responsibility. The Contractor is responsible for the design of the spray polyurethane foam roofing system, including determination of foam thickness, coating build, and slope, subject to the minimum requirements of this Attachment. The Contractor shall deliver a complete roofing system that complies with the current adopted California Building Standards Code, including the roof replacement requirements of Title 24, Part 6, applicable to Climate Zone 13, and shall furnish all compliance documentation required for permit issuance, including CRRC product listing or documentation of an applicable exception. The proposal shall state the proposed foam thickness, the resulting aged R-value, the total coating dry film thickness, and the basis for Title 24 compliance.
- Applicator Qualification. The spray polyurethane foam roofing system shall be installed by a contractor holding current approved-applicator status with the manufacturer of the specified roofing materials for the specified system, and shall have completed not fewer than three (3) comparable SPF roofing installations in California within the preceding five (5) years. The Proposer shall submit evidence of current approved-applicator status with its proposal. The roofing manufacturer shall perform inspections during application as required to issue the specified warranty, and the Contractor shall furnish copies of all manufacturer inspection reports to the District.
- Manufacturer Warranty and Inspection. The Contractor shall furnish a manufacturer's no-dollar-limit (NDL) system warranty covering materials and labor for a term of not less than fifteen (15) years, issued directly to the District and fully transferable. The warranty shall expressly accommodate the installation of rooftop solar photovoltaic equipment and associated attachments, penetrations, and walkways, and shall not be voided by such installation. The roofing manufacturer shall inspect the work during application as required to issue the warranty, and the Contractor shall furnish all manufacturer inspection reports to the District as a condition of final payment. A copy of the proposed warranty form shall be submitted with the proposal.
- Basis of Design and Substitutions. Products identified by manufacturer and model in this Attachment establish the basis of design and the minimum acceptable performance. Substitutions may be proposed provided the substituted product is manufactured by an approved manufacturer of complete SPF roofing systems, carries a warranty equal or better than that specified, and meets or exceeds every physical property stated. Requests for substitution shall be submitted with full manufacturer physical property data, CRRC listing where applicable, and warranty documentation, and are subject to District approval.
- Precedence and Conflicts. Where a conflict or ambiguity exists between provisions of this roofing specification, or between this specification and the requirements of the roofing manufacturer, the more stringent requirement governs. The Contractor shall identify any such conflict in writing prior to installation and obtain District direction. Physical property values stated in this Attachment establish minimum acceptable performance; where a stated value is ambiguous, the corresponding published value for the basis-of-design product shall control.
- New spray polyurethane foam roof must be applied during the installation of the Solar PV system.

- The contractor shall carry a valid California contractor's license, issued by the State of California Contractors State License Board (CSLB), with a C-39 (Roofing) classification.
- Polyurethane Insulation. Two-component polyurethane insulation system formulated for application through airless equipment. Basis of design: RT 2031 as manufactured by Resin Technology Company, or equal. The insulation shall meet or exceed the following minimum properties:
  - Density (sprayed in place): 3.0 pcf minimum
  - Compressive strength: 45 psi minimum
  - Closed cell content: 90% minimum
  - Flame spread, UL 723 (ASTM E-84): 75 maximum \*

\* This numerical flame spread rating is not intended to reflect hazards presented by this or any other material under actual fire conditions.
- Fluid Applied Elastomeric Coating. Acrylic elastomeric coating formulated for use over sprayed polyurethane insulation. Basis of design: Permax 108 as manufactured by Resin Technology Company, or equal. The coating shall meet or exceed the following minimum requirements:
  - Minimum total coating dry film thickness: 30-32 dry mils
  - The following materials are not permitted as substitutes for the specified acrylic elastomer coating system: polyurethane elastomers, Polyvinyl Chloride elastomers (PVC), Ethylene-vinyl acetate elastomers (EVA), and Polyvinyl Acetate elastomers (PVA).
- Roof Assembly Fire Classification. The completed roofing assembly shall carry a Class A rating under UL 790 (ASTM E-108) for the deck type present at the facility. The Contractor shall verify the existing deck construction and furnish documentation of the applicable listed assembly.
- Substitutions. Products proposed in lieu of the basis-of-design products shall be submitted with full manufacturer physical property data, CRRC listing where applicable, and warranty documentation demonstrating performance equal or better in every respect, and are subject to District approval in accordance with the Basis of Design and Substitutions provision above.
- Raising, repairing, or modifying existing air conditioning systems for the installation of curbs, metal pans, and duct work.
- Roof related carpentry work.
- Raising all utility rigid conduit sufficiently for the unobstructed application of roofing insulation materials underneath. The conduit may be raised permanently on metal stands or temporarily and reset upon new wood sleepers on top of the new SPRS.
- Overflow drains or scuppers shall be added to the existing drain system if non-existent or not in accordance with the local building code. All new drains/scuppers shall comply with the local building code.
- All scuppers and overflows shall be open and shall be raised as necessary to comply with local building codes. If existing scuppers have been covered with roofing materials, remove all asphalt, felts, and mastic completely from the entire scupper and flange. Clean retained metal components and prime. Rusted metal shall be replaced to match existing or better.

- All ductwork shall receive one inch of insulation. Do not cover the canvas connector with polyurethane insulation or protective coating materials. Filter access doors must be extended and remain operational.
- Counterflashing - Where the polyurethane roofing system cannot be terminated beneath an existing wall, equipment, or roof vent counterflashing, install compatible metal counterflashing. Remove the roofing material at all vertical transitions before applying the polyurethane roofing system.
- All small conduit and utility lines (1-1/4 inch diameter and under) must be raised off the roof. After the new roof has been completed, the conduit shall be reset on new wood 2x4 sleepers set on top of the roof. The wood blocks shall be adhered with caulk to strips of "Yellow Spaghetti" walk pads, which are then adhered with caulk to the granulated surface of the roof. The old conduit supports shall not be reused. Replace any broken EMT connectors.
- Large conduit and piping 1-1/2 inches in diameter and larger shall be supported on new metal stands, fastened to the roof deck with appropriate fasteners. Conduit and piping shall then be reset onto the stands and secured with clamps. Where conduit or piping movement due to facility operation may damage the roofing system, such items shall be mounted on curbs with rollers or other vibration isolating devices.
- The insulation surface shall be free of bumps, pinholes, and ridges, and shall exhibit a smooth or "orange peel" texture. "Popcorn" or "tree bark" surface textures are not permitted.
- The insulation thickness shall be checked every 500 square feet prior to coating application.
- Application of Fluid-Applied Protective Coating - Sprayed polyurethane insulation must be protected from ultraviolet light (UV) in order to avoid degradation of the polymer. The protective coating shall also provide protection against water intrusion and adverse weather conditions. Coatings must be specifically formulated for use over sprayed polyurethane insulation.
- The coating shall be applied over the insulation surface in three (3) uniform passes. The base coat and intermediate coat shall have a combined dry film thickness of 18-20 dry mils and shall be medium gray in color. The topcoat shall be light gray in color and applied at a rate of 1.5 gallons per 100 square feet. The total coating thickness shall be verified using an optical comparator.
- A total of 50 pounds per 100 square feet of 3M C-93 ceramic roofing granules shall be broadcast into the top coat (final coat) while it is still wet. Rooftop landings, areas surrounding equipment installations, and walkways between equipment shall receive an application of double granules.
- After the coating has cured, blow off all loose granules and apply 2 gallons per 100 square feet of light gray topcoat and broadcast 50 lbs. per 100 square feet of light 3M C-93 ceramic granules into the wet coating. After final curing, remove any remaining loose granules to prevent migrations into gutters or adjacent areas.

## **Solar PV Modules**

- System modules shall be listed to UL 1703 or UL 61730, as applicable to the module's certification date, and shall be listed on the current California Energy Commission equipment list.
- System modules must have a 10-year warranty on a minimum of 90% nameplate energy production and 25-year warranty on minimum of 80% nameplate energy production.
- All warranties must be documented in advance, provided to the District, and shall be fully transferable.

## **Inverters**

- Inverters shall be listed to UL 1741 SB (or current successor), shall be listed on the current California Energy Commission equipment list, shall support the smart-inverter functionality required by PG&E Electric Rule 21 as then in effect, and shall have a CEC-weighted efficiency of 97% or higher.
- Inverters must carry a minimum 10-year warranty.
- All warranties must be documented in advance, provided to the District, and shall be fully transferable.

## **Balance of System Equipment**

- Each proposed PV system shall include, at a minimum, one fused DC disconnect, and one fused AC disconnect for safety and maintenance concerns.
- String combiner boxes must include properly-sized fusing, and all metal equipment and components must be bonded and grounded as required by NEC.
- All system wiring and conduit must comply with applicable local code and NEC stipulations.
- Wall penetrations must be sealed in compliance with NEC and National Fire Protection Association (NFPA) regulations.
- All wiring materials and methods must adhere to industry-standard best practices.
- Material Requirements: All fasteners and hardware used throughout the system shall be stainless steel or material with equivalent corrosion resistance suitable for the project environment.

## **Battery Energy Storage System (Additive Alternate)**

- The BESS and its power conversion equipment shall be listed to UL 9540, shall be supported by large-scale fire testing performed in accordance with UL 9540A, and shall be installed in compliance with NFPA 855 and the current adopted California Fire Code.
- The Contractor shall be responsible for all fire-code review, spacing, separation, detection, suppression, ventilation, signage, and emergency-response documentation required by the Authority Having Jurisdiction and the local fire authority, and shall coordinate such review so that it does not delay Permission to Operate for the solar PV scope.
- The BESS shall carry a minimum ten (10) year warranty covering both capacity retention and workmanship. The warranty shall state the warranted usable capacity at end of term as a percentage of beginning-of-life usable capacity, together with any throughput, cycle, temperature, or operating conditions on which the warranty depends. All warranties shall be documented in advance, provided to the District, and fully transferable.

- The BESS control system shall provide the District with monitoring and reporting equivalent to that required for the PV system, including state of charge, state of health, dispatch history, and energy throughput, accessible from mobile device platforms (Apple iOS and Android) and desktop or laptop Windows-based systems through native applications or browser-based functionality.
- All District operational, performance, and consumption data generated by the BESS shall remain the property of the District. The Contractor shall identify all software, subscription, licensing, and data-hosting costs and their duration, and shall state what functionality, if any, is lost if the District elects not to renew any subscription.
- The Contractor shall provide District staff training on BESS operation, dispatch configuration, monitoring, safety, and emergency procedures.
- Battery energy storage equipment shall be sourced in compliance with the prohibited foreign entity and material assistance provisions of federal law applicable to energy storage property, certified separately from the solar generating property..

#### **Parking Shade Structures with Solar Panels**

- Parking Structure Lighting: Provide lighting beneath all parking shade structures in compliance with applicable building, electrical, and energy codes. Lighting shall provide adequate illumination for safety and security and shall be controlled by photocell or equivalent automatic controls to ensure efficient operation.
- All parking shade structures shall be designed and engineered to current adopted California Building Codes and seismic standards.
- Structural designs must be stamped by a licensed California structural engineer and include calculations verifying wind load, snow load, seismic resistance, and long-term durability.
- Steel components shall be hot-dip galvanized or coated to meet corrosion resistance standards, with warranties of no less than 20 years for structural integrity.
- Foundations must be designed to accommodate site soil conditions and provide safe vehicular and pedestrian access.
- Parking shade structures must incorporate integrated conduit pathways for solar wiring and allow for future expansion of electrical systems, including EV charging.
- Minimum clearance heights for vehicles must be maintained per local building and fire codes.
- Shade structures must be designed to complement site aesthetics and minimize visual impact.

#### **EV Charging Retrofits (Ten (10) Level 2 EV Charging Stations)**

- Retrofit shall include removal and replacement of ten (10) existing Level 2 EV charging stations with new networked, commercial-grade Level 2 EV chargers, ChargePoint brand, networked, commercial-grade Level 2 chargers, for standardization with the District's existing ChargePoint account and infrastructure as described in Section II.
- All EVSE (Electric Vehicle Supply Equipment) must be UL-listed, ENERGY STAR certified, and compliant with Society of Automotive Engineers (SAE) J1772 standards.

- Chargers shall be fully networked and integrated with the ChargePoint network, and shall provide real-time monitoring, load management, and usage reporting functions accessible to District staff.
- Warranty: Minimum five (5) years parts and labor, included in base pricing. The Contractor shall separately price an extended service agreement covering years six (6) through ten (10) as a stated option, including all network and software subscription costs for that period.
- Contractor shall provide integration with existing electrical infrastructure, including panel upgrades, conduit, trenching, and protective bollards as needed to meet code requirements.
- Contractor must coordinate with the local utility provider for interconnection approval and rebate eligibility, where applicable.
- All installations must comply with ADA accessibility requirements for parking stall striping, signage, and charger placement.
- Contractor shall provide District staff training on EVSE operation, software, and maintenance.

#### **Interconnection**

- Racking components shall be anodized aluminum, hot-dipped galvanized steel, or material of equivalent corrosion resistance.
- Unprotected steel shall not be used in any components. System interconnection must comply with NEC and Utility regulations and must be approved by the local Utility and the Authority Having Jurisdiction (AHJ)'s Building Department before any PV system construction is begun.
- Interconnection points shall be made at the facility main switchgear locations.
- Emergency back-up generation may exist on-site and must be factored into proposed PV system electrical plans.
- All required placards shall be provided and installed in accordance with District, Authority Having Jurisdiction (AHJ), utility, and applicable state solar program requirements, as well as the National Electrical Code (NEC).

#### **Monitoring and Reporting Systems**

- System monitoring and reporting must comply with state solar program requirements and must be provided at no additional cost to the District for a minimum period of five (5) years.
- Monitoring shall include revenue-grade metering of PV system production and building consumption, pyranometer, and ambient air temperature sensor.
- Software access must be possible from mobile device platforms (Apple IOS & Android), and desktop or laptop Windows-based systems through native applications or browser-based functionality.
- Contractor must work with the District to determine best location and technique for monitoring communications interconnection.
- Contractor shall be responsible for providing all required monitoring communications, power wiring, and conduit, subject to District approval of final routing and locations.

- In addition to PV monitoring, EV charging stations must provide utilization data, energy consumption data, and reporting dashboards accessible via secure web-based and mobile applications.

### **System Design and Permitting**

- For the facility located at 1990 East Gettysburg Avenue, Fresno, CA 93726, the Contractor shall, within ninety (90) days of contract execution, prepare and submit a complete plan set, including, but not limited to, the following:
  - Site overview
  - Detailed array layout, including stringing configuration
  - Mounting and racking details
  - Electrical design details, including conduit routing, locations of electrical enclosures, conduit support details, and enclosure mounting details
  - Electrical single-line diagram
  - Electrical three-line diagram
  - Monitoring plan
  - Construction project plan with timeline
- All proposed system designs and construction techniques must be approved by the AHJ's Building Department.
- A building permit is required for each system and must be obtained through normal permitting processes by Contractor.
- Building permits must include structural, electrical, and ADA compliance for both shade structures and EVSE retrofits.
- Contractor shall obtain structural PE stamp verifying the integrity of the existing facility to handle additional weight load of proposed PV system.
- Contractor shall obtain electrical PE stamp verifying the integrity and code compliance of proposed PV system and interconnection with District facility.
- Roof-mounted array layouts shall be designed to provide a minimum of three (3) feet of walking access around the perimeter of the roof and convenient access to existing roof-mounted HVAC equipment in addition to any applicable setbacks for access, safety, and smoke ventilation required by the AHJ.
- Ground-penetrating array layouts shall adhere to all soil and geographical requirements and concerns in terms of ground penetration and trenching.
- Plan sets must include parking shade structure layouts, foundation details, and EVSE retrofit diagrams.
- Electrical drawings must include conduit routing, panel upgrades, protective equipment, and interconnection details for EVSE.
- Final array layouts shall be designed to avoid shading from 9 AM to 3 PM annually. If this shading requirement cannot be strictly met, Contractor shall specify the predicted solar availability and performance losses.
- Wire loss in DC circuits to be < 1.5%.
- Wire loss in AC circuits to be < 1.5%.

## **Construction**

- Contractor shall prepare, maintain, and comply with a Site Safety Plan, including, at a minimum, all applicable Occupational Safety and Health Administration (OSHA) workplace safety and Personal Protective Equipment (PPE) requirements.
- Construction work shall be designed to minimize impact to facility operations. Contractor shall develop a construction plan for site access, staging, and equipment storage and obtain approval from the District prior to beginning construction.
- All asphalt, concrete, landscaping, parking lots, and other areas disturbed during construction shall be restored to original or equal or better condition, as approved by the District.
- Construction must minimize disruptions to parking and EV charging access. Contractor shall coordinate phasing plans with District staff to maintain partial parking availability throughout the project.
- Upon completion of the work, site shall be left clean and free of any dirt or debris resulting from construction. All construction equipment, spoils, and other construction byproducts shall be removed from the site.
- All electrical enclosures and equipment shall be installed to be accessible to qualified personnel only and shall be protected as required by the District (e.g., fencing or other measures). All visible conduits and electrical equipment shall be painted or otherwise aesthetically treated in accordance with District specifications.
- Location of existing underground utilities must be marked by USA/DigAlert or an equivalent private utility locating service prior to any underground work.

## **Documentation and Process Control**

In addition to the construction requirements listed above, Contractor will be required to:

- Apply for and obtain interconnection approval from the local utility for the proposed PV system.
- Obtain solar rebates and/or Renewable Energy Credits (if applicable).
- Provide Operations and Maintenance training to District staff.
- Provide 25 years of system maintenance (at District's sole discretion, priced separately), with annual reports of system performance and consistent oversight of system monitoring.
  - Contractor shall be required to respond to system downtime within 24 hours of first occurrence of incidence. If corrective action is not immediately feasible, the Contractor shall notify District of action plan and timeline for execution.
  - Contractor shall be required to respond to warranty related issues not affecting production within 72 hours of notification.

- Provide As-Built drawings of PV system, which must include finalized module layout and stringing chart.
- As-Built drawings must include parking shade structures, EVSE locations, trenching/conduit runs, and final electrical connections.
- Provide the executed manufacturer's NDL roofing system warranty, all manufacturer inspection reports, and a written recoat and maintenance schedule identifying the intervals and scope of work required to maintain the warranty in force with the solar photovoltaic array in place.

Contractor must provide separate Operations & Maintenance (O&M) manuals for solar systems, shade structures, roofing, and EVSE.

## **Attachment C: Contractor Insurance Requirements**

Prior to the commencement of any work, the Contractor shall purchase and maintain insurance as required by law and not less than the following insurance coverage and limits of liability. Aggregate limits may be met through a combination of primary and excess policies. Insurance coverage must expressly cover all work associated with the solar PV system, spray polyurethane foam roof application, parking shade structures, and retrofit of ten (10) Level 2 EV charging stations, including but not limited to structural steel erection, electrical interconnection, trenching, concrete foundations, and associated site improvements.

### **A. Commercial General Liability:**

Commercial General Liability insurance written on ISO occurrence form CG 00 01 or equivalent, covering combined bodily injury and property damage liability, with limits not less than:

|                                           |              |
|-------------------------------------------|--------------|
| Each Occurrence                           | \$ 1,000,000 |
| General Aggregate (per project)           | \$ 2,000,000 |
| Products - Completed Operations Aggregate | \$ 2,000,000 |
| Personal and Advertising Injury           | \$ 1,000,000 |

Umbrella or Excess Liability with a minimum limit of \$5,000,000 per occurrence and in the aggregate, written on a follow-form basis excess of the Commercial General Liability, Business Auto, and Employer's Liability coverages required by this Attachment. The umbrella or excess policy shall provide the same additional insured, primary and non-contributory, and waiver of subrogation protections as the underlying policies, and shall drop down in the event of exhaustion of underlying limits

The Commercial General Liability coverage shall include:

- Premises and operations.
- Products and completed operations.
- Contractual liability, including liability assumed under construction contracts.
- Independent contractors, including contingent liability for work performed by subcontractors and vendors.
- Broad form property damage, including completed operations.
- Explosion, collapse, and underground property damage hazards, with any exclusion of such hazards deleted. This coverage is specifically applicable to trenching, foundations for parking shade structures, and electrical infrastructure for the EV charging retrofits.
- Personal and advertising injury liability, with any contractual liability exclusion deleted.
- Coverage for damage arising from overspray, drift, or migration of spray-applied roofing materials.

The policy shall be endorsed to state that it is primary and non-contributory with respect to any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, and volunteers, and that such District insurance shall not be called upon to contribute.

The General Aggregate limit shall apply separately to this Project, evidenced by a per-project aggregate endorsement (ISO form CG 25 03 or equivalent).

**B. Endorsements Required**

- Additional Insured for Ongoing Operations (ISO Form CG 20 33 10 01 or equivalent).
- Additional Insureds for Completed Operations (ISO Form CG 20 37 10 01 or equivalent).
- These endorsements shall include the District, its subsidiaries, affiliates, trustees, officers, employees, and agents.

**No exclusions can be attached for construction projects, subsidence, or damages arising out of work performed by subcontractors. Certificates of insurance must affirmatively state there are no exclusions for these items.**

Contractor shall maintain Products and Completed Operations Liability Insurance, and the Additional Insured and Primary and Non-contributory coverage as specified in this Article for the state applicable statute of repose after either 90 days following Substantial Completion or final payment, whichever is earlier. Contractor shall continue to provide evidence of such coverage to District on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. Upon each insurance policy renewal, Contractor shall provide copies of the Additional Insured endorsements to District.

**C. Workers' Compensation and Employer's Liability:**

Coverage A

|                     |                                                           |
|---------------------|-----------------------------------------------------------|
| Statutory Coverage: | As required by the State in which the project is located. |
|---------------------|-----------------------------------------------------------|

Coverage B

|                               |                                                                                                      |
|-------------------------------|------------------------------------------------------------------------------------------------------|
| Employers Liability Coverage: | \$1,000,000 Each Accident<br>\$1,000,000 Disease, Policy Limit<br>\$1,000,000 Disease, Each Employee |
|-------------------------------|------------------------------------------------------------------------------------------------------|

**D. Business Auto Policy**

|                                                                                  |                                                                           |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Combined Bodily Injury and Property Damage Liability<br>(Combined Single Limit): | \$1,000,000 Each Accident                                                 |
| Liability Coverage for the following must be included:                           | Any Automobile <b>OR</b><br>Owned, Non-Owned <u>and</u> Hired Automobiles |

**E. Professional Liability:**

Professional Liability Insurance is required for all Contractors and/or Subcontractors providing design or design/build services, including but not limited to solar PV system engineering, parking shade structure design, EVSE (Electric Vehicle Supply Equipment) electrical design, roofing, and structural work.

- Minimum: \$1,000,000 each claim / \$2,000,000 annual aggregate
- Coverage may be written on a claims-made form, provided the retroactive date precedes commencement of work under this Agreement. Coverage shall be maintained for five (5) years following completion of the work; if coverage is not renewed, an extended reporting

period of not less than five (5) years must be purchased and evidence provided to the District.

**F. Property Insurance:**

Property insurance for any tools, apparatus, equipment, machinery, scaffolding, hoists, forms, staging, shoring, and other property of Contractor on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect’s and contractor’s services and expenses required as a result of such insured loss.

**G. Certificates of Insurance:**

The Contractor shall furnish original certificates of insurance to show that the insurance specified in this Agreement is in force, stating policy numbers, dates of expiration, limits of liability, coverages there-under, the name of the Project, and with the San Joaquin Valley Air Pollution Control District (“District”) and its designated affiliates, lenders, investors and other parties of interest, to be listed as additional insured as follows:

Upon notification, Contractor shall add any other lenders, investors, and other parties of interest as additional insureds to the policies and/or dual obliges to any bond required under the contract.

**H. Such other insurances (if any) as are required for the particular project as set out on the last page of this attachment.**

**ADDITIONAL REQUIREMENTS:**

1. Notwithstanding anything to the contrary herein or in the General Conditions, all liability insurance policies maintained by Contractor with respect to the Project shall be written on an occurrence basis, except Professional Liability insurance, which may be written on a claims-made basis in accordance with Section E of this Attachment.
2. All policies are to be written through insurance companies duly entered and authorized to transact that class of insurance in the state in which the project is located. The Insurance Companies must have an A.M. Best rating of A-, VIII, or better in the most recent Best’s Key Rating Guide.
3. Approval, disapproval, or failure to act by the District regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.
4. District shall make no special payments for any insurance that the Contractor may be required to carry; all are included in the contract price and in the contract unit prices.
5. Contractor will provide District with copies of Contractor’s Site Safety Plan and Site Security Plan.

**Exhibit B:**

**Pacific Solar's September 11, 2026 Solar Project RFP Proposal**  
**(23 PAGES)**



## SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

# SOLAR PROJECT RFP PROPOSAL

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Submitted by:

**Valley Pacific Builders, Inc. dba Pacific Solar**

228 N Fairfax Ave, Suite 101, Clovis, CA 93612

(559) 251-5592 | [mike@pacificsolarcompany.com](mailto:mike@pacificsolarcompany.com)

Contact: Michael Ward, Project Manager / Co-Founder

Submitted to:

San Joaquin Valley Air Pollution Control District

1990 E Gettysburg Ave, Fresno, CA 93726

Attn: Mario Orosco | [Mario.Orosco@valleyair.org](mailto:Mario.Orosco@valleyair.org) | 559-230-6145

9/11/26

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## SECTION I: CONTRACTOR BACKGROUND AND QUALIFICATIONS

### Contractor Capabilities

Pacific Solar, a division of Valley Pacific Builders, Inc., has served California's Central Valley for over two decades, delivering solar, battery energy storage, electrical, EV charging, roofing, and general construction services to residential, commercial, industrial, agricultural, and government clients. Pacific Solar performs the substantial majority of project work in-house — design, engineering coordination, procurement, installation, electrical work, commissioning, monitoring, and service — which shortens delivery timelines and keeps quality control under one roof. The only items Pacific Solar typically subcontracts are directional boring and spray polyurethane foam (SPF) roofing application, both performed by long-standing local partners described below.

Pacific Solar has installed thousands of residential, commercial, government, and agricultural projects, including rooftop and ground/carport-mounted solar, battery storage, EV charging infrastructure, and full carport construction. The company also provides ongoing generator, EV charger, and solar system service and maintenance for the systems it installs.

### Organizational Background and California Experience

Pacific Solar's leadership brings over 40 years of Central Valley development and construction experience to every project, including hundreds of solar installations for both government entities under prevailing wage and private businesses. Company leadership has directed projects ranging from a few thousand dollars to tens of millions of dollars, built on a consistent process: safety first, code compliance, craftsmanship, and efficiency, in that order. Pacific Solar's installation teams are experienced in Rule 21 interconnection, NEM 2.0 and NEM 3.0 (Net Billing Tariff) project types, and multi-jurisdiction permitting across more than 30 California AHJs.

### Key Personnel

| Role                       | Name                                                | Qualifications                                                                                                                                                                             |
|----------------------------|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project Manager            | Michael Ward                                        | CSLB-licensed qualifier (B, C-10, C-46), EVITP certified, 20+ years electrical design and installation experience                                                                          |
| Project Foreman            | Joseph Yanez                                        | 10 years construction experience; 5 years in solar, electrical, and energy systems                                                                                                         |
| Service Administrator      | Nate Henderson                                      | 15 years experience in solar, electrical, and energy systems                                                                                                                               |
| Documentation & Processing | Stephanie Wasemiller                                | 15 years backend processing experience; 10 years in solar/energy/electrical documentation including NEM, interconnection, and rebate programs (NSHP, CSI, CAL-EVIP, MASH, Charge-Up, SGIP) |
| Design & Permitting        | Kevin Nichols                                       | 10 years in solar/energy/electrical documentation and interconnection; 5 years in design and permitting across 30+ California jurisdictions                                                |
| Licensed Electricians      | Waylon Cook, Ray Flores, Charlie Solos, Jose Lomeli | 3–8 years electrical and solar installation experience each                                                                                                                                |

Michael Ward is identified as the Project Manager for this engagement and will serve as the District's primary point of contact throughout design, permitting, and construction. Project Foreman Joseph Yanez conducts weekly team safety meetings to ensure OSHA, NEC, and CEC compliance and job-specific hazard awareness. Electricians complete ongoing internal and continuing education training to stay current on code, product, and installation-practice changes.

## References — Similar-Sized NEM 2.0 / NEM 3.0 Projects

| Project                                               | Contact                                                                                | Details                                                                                                             |
|-------------------------------------------------------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Ok Produce, Fresno, CA                                | Andres Hernandez — (559) 445-8600<br>aguayo@okproduce.com                              | 6.7 MW commercial solar system with 10 Level 2 EV chargers; ongoing electrification work to serve a 110-truck fleet |
| James G. Parker Insurance, Fresno, CA                 | Brandon Holland — (559) 260-6692                                                       | 282 kW commercial rooftop solar system, sized closely to this District project                                      |
| Fresno Economic Opportunities Commission (Fresno EOC) | Nathan Magsig — (559) 263-1000<br>Matt Contrestano —<br>matt.contrestano@fresnoeoc.org | 105 kW across 6 government facility locations — direct government-sector, multi-site delivery experience            |

*Additional references, including the Clovis Rodeo Association (44.47 kW) and First 5 Fresno County (172 kW), are available on request.*

## Broader Project Portfolio

Beyond the references above, Pacific Solar has completed projects for hundreds of organizations across California, ranging from 1 kW residential systems to 8 MW commercial and agricultural systems, including:

| Sector                            | Representative Clients                                                                                                                                                                                                                                                                 |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Government & Public Agencies      | San Joaquin Valley Air Pollution Control District, Cal Fire, Clovis Fire Department, Fowler Fire Department, Don Pedro Fire Department, First 5 California, Fresno Economic Opportunities Commission, Vandalia Water District, Washington Colony Cemetery District, Fresno Fairgrounds |
| Agriculture & Food Production     | Ok Produce, Sun-Maid Raisins, Sunkist, Del Monte, Curran Farms, Fresno-Madera Farm Credit, Espinoza Bros. Food Distribution                                                                                                                                                            |
| Commercial & Retail               | Fresno Acura, Town & Country Supermarket, Apple Market, Foods Etc., Johnny Quik Market, Handi Stop Market, PetsMart, FedEx, Wholesale Equipment, Wasco Hardfacing                                                                                                                      |
| Hospitality & Recreation          | Dolphin Bay Resort, Inn at the Cove, Belmont Country Club, Sunnyside Country Club, Fresno Chaffee Zoo, Clovis Rodeo Association, Cat Haven, California Grand Manor, Takumi Japanese Restaurant, Woodward Center Towers                                                                 |
| Financial & Professional Services | James G. Parker Insurance, Mid-Valley Financial, SJ Power Employees Credit Union, Red Triangle Oil, The Business Journal, KIDDs Pediatric Dental, Westside Transplant                                                                                                                  |

## Government Sector Experience

Pacific Solar has delivered projects for Cal Fire, the City of Clovis, the City of Fowler, First 5 California, the Fresno Air National Guard Base, and Fresno EOC, and has direct, ongoing experience with the San Joaquin Valley Air Pollution Control District: Pacific Solar installed the District's existing ChargePoint EV charging infrastructure at its regional offices five years ago, which this proposal's EV charging retrofit work is designed to extend and standardize with.

## Subcontractors and Partners

- Five Brothers Absolute (CSLB License #1088088, Class C-33/C-39; DIR #1000874786) — SPF roofing applicator. Central Valley commercial and residential roofing contractor used by Pacific Solar on this and prior projects.

- Licensed directional boring subcontractor — performs the underground conduit bore beneath the building connecting the rooftop and carport arrays; Pacific Solar's in-house team performs all racking, electrical, EV charger, and commissioning work.
- Retained structural and electrical Professional Engineers (PE) — Pacific Solar's in-house design team coordinates directly with retained PEs to produce stamped plan sets, reducing turnaround time on permit sets and revisions.

### Bankruptcy / Legal Proceedings Disclosure

Pacific Solar and its planned subcontractors and partners have had no bankruptcies or legal proceedings related to solar projects within the past three (3) years.

### CSLB License Number(s)

Valley Pacific Builders, Inc. dba Pacific Solar holds one active California Contractors State License Board license covering all classifications needed for this Project, confirmed current per the attached CSLB license card:

- License No. 812149 — Classifications B (General Building), C-46 (Solar), and C-10 (Electrical) — Active, expires 08/31/2028

### Insurance and Bonding

Evidence of Pacific Solar's current commercial general liability, automobile liability, workers' compensation, contractors pollution liability, and installation floater coverage is included as an exhibit to this proposal in accordance with Attachment C (certificate effective 08/01/2025 – 08/01/2026, insured party: Valley Pacific Builders Inc dba Pacific Solar). Coverage includes \$1,000,000 per occurrence / \$2,000,000 aggregate general liability, plus a \$5,000,000 umbrella policy.

Pacific Solar / Valley Pacific Builders maintains an active surety relationship sufficient to provide the Performance Bond and Payment Bond required under Section 2.5 of this RFP. Pacific Solar's surety agent has pre-approved the company for this bid.

### Green Procurement Policy

Pacific Solar maintains an active Green Procurement Policy (full policy at [pacificsolarcompany.com/sustainability](https://pacificsolarcompany.com/sustainability)), summarized below:

- Manufacturing partners: sources panels predominantly from manufacturers holding recognized environmental certifications (e.g., Cradle to Cradle, Class 1 Solar Module Carbon Footprint certification), and ensures panels and packaging materials are recycled through qualified facilities at end of life.
- Digital-first operations: has migrated proposals and contracts to digital platforms, reducing company-wide paper consumption by more than 25% over a three-year period.
- Consolidated & local procurement: purchases freight-shipped equipment in bulk to reduce delivery trips and associated fuel consumption, and sources locally where possible to support the regional economy and avoid unnecessary freight emissions.
- Facility conservation: installed synthetic turf landscaping at its Clovis office, saving an estimated 25,000–46,000+ gallons of water per year versus a traditional lawn, and is transitioning its company fleet to electric vehicles.
- Renewable self-supply: has pursued on-site solar generation to offset its own facility's electricity use.

## SECTION II: DEVELOPMENT APPROACH

*(Solar PV Project, Parking Shade Structures, EV Charging Retrofits, and New Spray Polyurethane Foam Roof)*

### Development Strategy

Pacific Solar's design maximizes use of both the building roof and the parking lot for solar generation while minimizing tree removal along the property's north and east edges. Parking canopies are not proposed along the south or west sides of the site: the District's minimum 3'-6" clearance from the property line to a canopy edge, and 5'-0" clearance to a canopy column, cannot be met in those areas without encroachment, so those zones are served by rooftop capacity instead. This layout keeps the full 600 kW-DC system on-site without variances or property line encroachments, and preserves the maximum practical number of existing trees.

The system is comprised of 600 kW-DC (536,102 W-AC-CEC) of Silfab SIL-440 QD modules, split 280 kW on the rooftop and 320 kW across the parking canopies. Rooftop panels are mounted on a ballasted IronRidge BX racking system, avoiding roof penetrations, reducing installation cost, and eliminating the several hundred additional electronic connection points that per-module power electronics would introduce across an array this size — improving long-term system uptime and reducing maintenance calls. Carport structures use 100% domestic steel components at a standard 10' clear height, with the option to raise to 16' clear if required by the District, and include integrated lighting as specified in the RFP.

A domestic-content solar module was selected specifically to push the blended domestic content of the rooftop and carport arrays above 55%, exceeding the 2026 minimum domestic content threshold of 50%. This supports eligibility for the Section 48E domestic content bonus adder, bringing the solar PV system's assumed Direct Pay investment tax credit to 40% (30% base rate plus a 10% domestic content adder), as reflected in the cost proposal in Section IV.

Underground interconnection between the rooftop and carport arrays is achieved via a directional bore beneath the building from the south parking lot in the Base Proposal. An Add Alternate is offered to extend directional boring service to the remaining carport array(s) not reachable via the base bore path, priced separately in Section IV.

The new SPF roof is priced and specified per the RFP's plan documents, installed by Pacific Solar's local roofing partner, Five Brothers Absolute (CSLB License #1088088, Class C-33/C-39), and carries a 2-year labor warranty and a 10-year material warranty in addition to code-required performance.

### Prior / Current Government Sector Experience and Results

Pacific Solar has worked on Caltrans jobs across multiple AHJs, multiple utility interconnection arrangements, and government clients including the City of Clovis, City of Fowler, Cal Fire, First 5 California, and the Fresno Air National Guard Base. Most directly relevant to this RFP, Pacific Solar installed the District's existing ChargePoint EV charging infrastructure at its regional offices five years ago — this proposal's EV charging retrofit is designed to extend and standardize with that same account, hardware family, and administrative access rather than introduce a second, incompatible charging platform.

### Ongoing Support, Management, and Resources

- Interconnection & incentive documentation: Pacific Solar prepares and submits all Rule 21 interconnection documentation and coordinates directly with the District's PG&E representative to identify, as early as possible, any additional utility upgrades the project may require.

- Federal incentive administration: Pacific Solar tracks IRS/Treasury guidance on the Section 48E direct-pay election and will provide the documentation and timeline needed for the District to receive its elective payment under Section 6417.
- In-house design-build control: Pacific Solar's in-house design team drafts plan sets and coordinates directly with retained structural and electrical PEs, shortening the turnaround time on stamped plans and revisions compared to using a third-party design firm.
- Workmanship warranty: Pacific Solar backs its installation with a 25-year workmanship warranty — more than double the 10–12 year terms typical of competing regional installers — in addition to manufacturer product and performance warranties.
- Post-installation service: ongoing O&M includes two system cleanings and one diagnostic visit per year, priced at \$16,900 per MW-DC annually, along with system monitoring and responsive service on all installed equipment.

### Unique Value-Added Services

- Direct continuity with the District's existing ChargePoint account and infrastructure from Pacific Solar's prior installation, reducing integration risk and administrative overhead for District staff.
- In-house carport fabrication, electrical, and panel installation (only boring and SPF roofing are subcontracted), giving the District a single point of accountability for the overwhelming majority of project scope.
- A 25-year workmanship warranty, well beyond typical industry terms.

## SECTION III: PROPOSED SYSTEM — TECHNICAL DESCRIPTION

### III.A Base Proposal — Solar PV System, Parking Shade Structures, EV Charging Retrofits, and New SPF Roof

#### System Overview

| Parameter                     | Value                                                                                                                 |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Total system size (DC)        | 600,090 W-DC (600.1 kW-DC)                                                                                            |
| Maximum net output (AC)       | 536,102 W-AC-CEC (536.1 kW-AC) — below the RFP's 1 MW-AC ceiling                                                      |
| Rooftop array                 | 280 kW-DC, ballasted IronRidge BX racking, no roof penetrations                                                       |
| Carport array                 | 320 kW-DC, 100% domestic steel carport structure, 10' standard clear height (16' clear optional), integrated lighting |
| Module                        | Silfab SIL-440 QD, 440 W, N-type, 108 half-cell, 22.6% module efficiency                                              |
| Domestic content              | Blended rooftop + carport domestic content exceeds 55%, above the 2026 50% minimum threshold                          |
| Inverters                     | SMA Core1 50 kW (rooftop), SMA Core 62 kW (carport) — 10-year manufacturer warranty                                   |
| Est. annual production (yr 1) | 952,786 kWh (per Energy Toolbase (ETB) modeling)                                                                      |

#### Monthly Production Schedule (Year 1)

Per Energy Toolbase modeling, monthly solar generation vs. the facility's existing monthly energy use:

| Period        | Energy Use (kWh) | Solar Generation (kWh)                  |
|---------------|------------------|-----------------------------------------|
| 1/01 – 2/01   | 73,100           | 39,000                                  |
| 2/01 – 3/01   | 69,200           | 50,000                                  |
| 3/01 – 4/01   | 79,900           | 81,800                                  |
| 4/01 – 5/01   | 73,500           | 89,500                                  |
| 5/01 – 6/01   | 77,500           | 108,100                                 |
| 6/01 – 7/01   | 92,800           | 112,400                                 |
| 7/01 – 8/01   | 93,600           | 110,700                                 |
| 8/01 – 9/01   | 91,500           | 103,400                                 |
| 9/01 – 10/01  | 83,700           | 88,500                                  |
| 10/01 – 11/01 | 76,100           | 72,300                                  |
| 11/01 – 12/01 | 65,400           | 54,000                                  |
| 12/01 – 1/01  | 75,300           | 41,600                                  |
| Total         | 952,000          | 951,300 (modeled annual total: 949,586) |

Monthly figures above are read from the Energy Toolbase production chart; Pacific Solar can provide the underlying ETB export with exact monthly values on request.

#### Monthly Utility Bill — Before and After Solar

From the Energy Toolbase proposal, using the District's current PG&E B-10 rate schedule (current 12-month usage vs. modeled usage after the proposed solar system):

| Billing Period        | Current Bill | Bill After Solar |
|-----------------------|--------------|------------------|
| 1/1/2026 – 2/1/2026   | \$22,335     | \$15,266         |
| 2/1/2026 – 3/1/2026   | \$21,372     | \$13,860         |
| 3/1/2026 – 4/1/2026   | \$23,954     | \$13,832         |
| 4/1/2026 – 5/1/2026   | \$21,626     | \$11,814         |
| 5/1/2026 – 6/1/2026   | \$23,148     | \$10,547         |
| 6/1/2026 – 7/1/2026   | \$31,152     | \$11,269         |
| 7/1/2026 – 8/1/2026   | \$31,668     | \$11,175         |
| 8/1/2025 – 9/1/2025   | \$31,372     | \$8,963          |
| 9/1/2025 – 10/1/2025  | \$29,479     | \$12,720         |
| 10/1/2025 – 11/1/2025 | \$23,574     | \$11,868         |
| 11/1/2025 – 12/1/2025 | \$20,461     | \$12,035         |
| 12/1/2025 – 1/1/2026  | \$22,643     | \$15,376         |
| Total (Annual)        | \$302,785    | \$148,724        |

Annual electricity cost savings (Base Proposal, Solar PV only, B-10 tariff): \$154,061 in Year 1.

### Panel Specifications and Warranties

Silfab SIL-440 QD (SILFAB PRIME NTC series), N-type half-cell monocrystalline, 1721 × 1133 × 35 mm, UL 61215/61730 and IEC 61215/61730 listed, CEC listed, UL Fire Rating Type 2. Manufactured in the USA (Fort Mill, SC / Burlington, WA).

| Warranty / Performance            | Value      |
|-----------------------------------|------------|
| Product / workmanship warranty    | 25 years   |
| Linear performance warranty       | 30 years   |
| Guaranteed output, end of Year 1  | ≥ 98%      |
| Guaranteed output, end of Year 12 | ≥ 94.7%    |
| Guaranteed output, end of Year 25 | ≥ 90.8%    |
| Guaranteed output, end of Year 30 | ≥ 89.3%    |
| Temp. coefficient (Pmax)          | -0.29 %/°C |

Projected annual performance degradation: 0.8% average per year (consistent with the manufacturer's linear performance guarantee above), used throughout the financial modeling in Section IV.

### Mounting, Installation, and Roof Warranty Protection

Rooftop modules mount to a ballasted IronRidge BX racking system, avoiding roof penetrations and preserving the manufacturer's roof warranty. This approach also reduces the system's electronic failure points by eliminating module-level power electronics/shutdown devices across the array, which Pacific Solar estimates removes over 600 individual connection and failure points compared to a module-level design, while meeting NEC 690.12 rapid shutdown requirements through a system-level shutdown method.

Carport structures are engineered to the standard 10' clear height, with a 16' clear option available if required by the District, using 100% domestic steel components. Design maintains the required 3'-6" clearance from the

canopy edge to the property line and 5'-0" clearance from a canopy column to the property line; this is why carports are not proposed on the south or west sides of the property.

### **Spray Polyurethane Foam (SPF) Roof**

Roofing is installed by Five Brothers Absolute (CSLB License #1088088, Class C-33/C-39; DIR Registration #1000874786), 6666 S Fig Ave, Fresno, CA. Scope of work:

- Roofing approach: overlay / recoat over the existing roof system — pressure wash and prep the existing roof for recoat across approximately 66,600 sq. ft. (no tear-off of the existing deck or substrate).
- Prime the entire roof at 0.5 gallons per square unit.
- Foam a total of 20 solar panel leg penetrations to tie into the existing roofing.
- Spray a base coat (grey) at an average of 1.5 gallons per 100 sq. ft.
- Spray a granulated top coat (light grey) at an average of 1.5 gallons per 100 sq. ft.
- Supply and install 2x4 wooden sleepers, adhered by caulking, on “yellow spaghetti” walk pads clamped to all conduit lines.
- Includes: 15-year material warranty and 2-year labor warranty.
- Thickness 30-32 dry mils total
- 3 pcf minimum density
- Bid per specifications on plan

### **EV Charging Retrofit (10 Level 2 ChargePoint Stations)**

| Location                | Ports | Notes                                                                                             |
|-------------------------|-------|---------------------------------------------------------------------------------------------------|
| Fresno (Central office) | 6     | All ChargePoint brand, ADA compliant, networked under the District's existing ChargePoint account |
| Bakersfield             | 2     | Same as above                                                                                     |
| Modesto                 | 2     | Same as above                                                                                     |

All EVSE is ChargePoint brand, fully ADA compliant, and networked under a single District ChargePoint account with full administrative access, matching the ChargePoint infrastructure Pacific Solar installed for the District five years ago. Pacific Solar will provide ADA site plans and obtain all required local permits.

### **Major Inclusions and Exclusions**

- Included: solar PV system and racking, carport structures and lighting, SPF roof, 10 EV charging stations, structural / civil / electrical engineering, permitting, and utility interconnection application and fee.
- Excluded: any electric utility service or switchgear upgrades the utility determines are necessary. None are currently anticipated based on the District's existing service.

## Critical-Path Schedule

Summary milestones (full detail in the attached construction schedule):

| Milestone                                             | Target Date   |
|-------------------------------------------------------|---------------|
| Agreement signed by District                          | 10/1/2026     |
| Interconnection application submitted (Rule 21)       | 10/15/2026    |
| Permit set (30% design) delivered for District review | 11/14/2026    |
| Permit set submitted to AHJ                           | 12/1/2026     |
| Major materials ordered                               | 12/23/2026    |
| Building/AHJ permits approved                         | 2/28/2027     |
| Mobilization / installation start                     | 3/7–3/11/2027 |
| Mechanical completion                                 | 6/12/2027     |
| AHJ signoff                                           | 6/15/2027     |
| Final completion / District walkthrough               | 6/27/2027     |
| Permission to Operate (PTO)                           | 7/15/2027     |

This schedule reaches PTO on 7/15/2027, well ahead of the RFP's required Placed-in-Service Milestone of November 30, 2027, providing over four months of schedule contingency. EV charging retrofit work at the three District locations is scheduled independently of the solar PV critical path and does not share utility interconnection dependencies with the PV system, so it will not delay the PV Placed-in-Service date.

### III.B BESS Additive Alternate

| Parameter                           | Value                                                                                                             |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Manufacturer / model                | Socomec SUNSYS HES L (modular outdoor energy storage system)                                                      |
| Battery chemistry                   | Lithium Iron Phosphate (LFP)                                                                                      |
| Rated power / energy (this Project) | 200 kW / 406 kWh                                                                                                  |
| AC/AC max round-trip efficiency     | 90% (includes auxiliary/parasitic loads)                                                                          |
| Discharge duration at rated power   | ≈ 2 hours at 200 kW, per Socomec's published power/energy configuration table                                     |
| Cycle life                          | 8,000 cycles at 25°C, 0.5P rate 10 year warranty                                                                  |
| Symmetrical overload                | 110% for 60 min, 125% for 20 min, 150% for 60 sec                                                                 |
| Annual degradation assumption       | 3.0% per year (used in Pacific Solar's financial model)                                                           |
| FEOC compliance                     | FEOC compliant — eligible for the 30% Section 48E direct-pay ITC (no domestic content adder assumed for the BESS) |
| Battery cost                        | \$505,000; Direct Pay 30% ITC –\$151,500; Net cost \$353,500                                                      |

#### Dispatch, Safety, and Monitoring

- **Control / dispatch:** Socomec's integrated Power Management System (PMS) provides peak shaving, energy shifting/arbitrage, self-consumption optimization, and Time-of-Use response; open architecture supports SunSpec 2.0 and Modbus TCP integration with the District's rate schedule and, if desired, a third-party EMS or SCADA system. Pacific Solar configures and commissions the dispatch strategy at startup and is responsible for ongoing optimization as part of its O&M scope.
- **Safety certification:** UL 9540, UL 9540A (large-scale fire testing), UL 1973, NFPA 855, and NFPA 68 — per Socomec's published conformity documentation. The system includes an integrated fire safety system with smoke detectors, heat detectors, and aerosol suppression, liquid-cooled battery thermal management, and is rated IP 55 / NEMA 3R for outdoor siting, eliminating the need for a dedicated indoor enclosure or additional ventilation infrastructure.
- **Monitoring & data access:** the District receives web dashboard access, system KPIs, and a smartphone app through Socomec's SoLive / SoLive Pro remote monitoring offering, with local on-site access also available. All District operational and consumption data remains the property of the District; remote access is secured behind a firewall with encrypted alerts/data transfer to Socomec's cloud.
- **Backup / islanding power:** the SUNSYS HES L platform is technically capable of microgrid/backup operation, but this is not included in the base BESS Additive Alternate pricing above. It can be offered as a separately priced option if the District wants backup capability for specific loads.

Impact on PV schedule/permitting: the BESS Additive Alternate is designed to be installed concurrently with the Base Proposal without extending the PV system's critical path or Placement-in-Service date; a deferred-construction basis is also available if the District elects to add the BESS after the PV system is energized, priced separately in Section IV.

### III.C Equipment Sourcing (Base Proposal and BESS Additive Alternate)

| Component         | Manufacturer              | Country of Manufacture                        |
|-------------------|---------------------------|-----------------------------------------------|
| PV Modules        | Silfab Solar (SIL-440 QD) | USA — Fort Mill, SC / Burlington, WA          |
| Racking (rooftop) | IronRidge (BX)            | USA                                           |
| Carport structure | Domestic steel fabricator | USA (100% domestic steel)                     |
| Inverters         | SMA (Core1 / Core)        | FEOC compliant                                |
| Battery / BESS    | Socomec (SUNSYS HES L)    | FEOC compliant per manufacturer certification |

*Pacific Solar certifies the solar generating property and energy storage property separately, per RFP Section 2.4, consistent with the domestic content and FEOC compliance basis stated above.*

## SECTION IV: COST PROPOSAL

### Financial Modeling Assumptions and Disclosures

| Assumption                                     | Value Used                                                                                                                                                                                                                                                          |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Utility tariff — Base Proposal (Solar PV only) | PG&E B-10 (District's current schedule)                                                                                                                                                                                                                             |
| Utility tariff — BESS Additive Alternate       | PG&E B-19 Option S (Alternative TOU/demand schedule — see disclosure below)                                                                                                                                                                                         |
| Analysis period                                | 25 years from Placed-in-Service date                                                                                                                                                                                                                                |
| Discount rate                                  | 4.0% nominal                                                                                                                                                                                                                                                        |
| Utility rate escalation (base case)            | 4.0% per year                                                                                                                                                                                                                                                       |
| General inflation                              | 2.5% per year                                                                                                                                                                                                                                                       |
| Solar PV degradation                           | 0.80% per year (within the manufacturer's warranted 0.5% max)                                                                                                                                                                                                       |
| O&M escalation                                 | 3.0% per year                                                                                                                                                                                                                                                       |
| Federal credit rate — Solar PV                 | 40% Section 48E ITC (30% base rate + 10% domestic content bonus adder, based on blended rooftop/carport domestic content exceeding 55%), direct pay / elective payment under Section 6417, assuming satisfaction of prevailing wage and apprenticeship requirements |
| Federal credit rate — BESS                     | 30% Section 48E ITC (base rate only — no domestic content adder assumed for the battery)                                                                                                                                                                            |
| Domestic content / energy community adders     | 10% domestic content adder assumed for solar PV only, per the affirmative basis above; presented with and without the adder in the table below, as required. No energy community adder assumed.                                                                     |
| Renewable Energy Credits                       | District retains all RECs; valued at \$0                                                                                                                                                                                                                            |
| Terminal value                                 | \$0 residual/salvage value assumed at end of analysis period                                                                                                                                                                                                        |

*Note: the Base Proposal (Solar Only) cash flow uses the District's current PG&E B-10 tariff. The BESS Additive Alternate cash flow, as generated by Pacific Solar's Energy Toolbase model, assumes migration to PG&E B-19 Option S, which lets the battery capture more value against time-of-use and demand charges. If Attachment A requires the BESS scenario to stay on B-10 as the primary "required" analysis, Pacific Solar can also run and disclose that version, with B-19 Option S labeled as a supplemental alternative.*

### Schedule of Values

| Component                                                    | Base / Alternate | Price                       |
|--------------------------------------------------------------|------------------|-----------------------------|
| Solar PV system (600.1 kW-DC / 536.1 kW-AC)                  | Base             | \$2,040,258 (≈ \$3.40/W-DC) |
| Direct Pay ITC (40% — 30% base + 10% domestic content adder) | Base             | – \$816,103                 |
| Net PV system cost                                           | Base             | \$1,224,155                 |
| New SPF roof                                                 | Base             | \$295,600                   |
| EV charging — Fresno (6 ports)                               | Base             | \$81,000                    |
| EV charging — Bakersfield (2 ports)                          | Base             | \$27,000                    |
| EV charging — Modesto (2 ports)                              | Base             | \$27,000                    |

| Component                                                                                   | Base / Alternate        | Price                   |
|---------------------------------------------------------------------------------------------|-------------------------|-------------------------|
| Structural / civil / electrical engineering, permitting, interconnection application & fees | Base                    | Included in system cost |
| Directional boring — south parking lot bore (building crossing)                             | Base                    | Included in system cost |
| O&M (2 cleanings + 1 diagnostic visit/yr)                                                   | Base, priced annually   | \$10,140/yr             |
| Directional boring — additional carport run(s)                                              | Add Alternate           | \$59,400                |
| EV charger extended service agreement (5–10 yr, \$800/port/yr × 10 ports × 5 add'l yrs)     | Add Alternate           | \$40,000                |
| Battery Energy Storage System (Socomec SUNSYS HES L, 200 kW / 406 kWh)                      | BESS Additive Alternate | \$505,000               |
| Direct Pay ITC (30% — base rate only)                                                       | BESS Additive Alternate | – \$151,500             |
| Net BESS cost                                                                               | BESS Additive Alternate | \$353,500               |

*Utility upgrade exclusion: the only exclusion to the pricing above is any electric utility service or switchgear upgrade the utility determines is necessary. None is currently anticipated based on the District's existing service capacity.*

### Credit-Eligible Cost Basis by Component

| Component                                                   | Cost                    | Section 48E Credit-Eligible?                                              | Assumed Credit Rate                         |
|-------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------|---------------------------------------------|
| Solar PV system                                             | \$2,040,258             | Yes                                                                       | 40% (30% base + 10% domestic content adder) |
| Directional boring — base bore (PV/carport interconnection) | Included in system cost | Yes — energy property infrastructure                                      | 40%                                         |
| Battery Energy Storage System (BESS Additive Alternate)     | \$505,000               | Yes — certified separately from solar property                            | 30% (base rate)                             |
| New SPF roof                                                | \$275,600               | No                                                                        | —                                           |
| EV charging (all 3 locations)                               | \$135,000               | No                                                                        | —                                           |
| Directional boring add-alternate                            | \$59,400                | No — priced as an add-alternate outside the base credit-eligible PV scope | —                                           |
| EV charger extended service agreement                       | \$40,000                | No                                                                        | —                                           |
| Annual O&M                                                  | \$10,140/yr             | No                                                                        | —                                           |

### Component Severability

Each major component above (solar PV, BESS, SPF roof, and EV charging at each of the three locations) is independently performable and remains fully priced and buildable if the District elects to award fewer than all components or locations. No component pricing in this proposal depends on award of another component, and Pacific Solar does not require an integrated award of the full Project scope.

**25-Year Cash Flow Analysis — Base Proposal (Solar PV Only, Cash Purchase)**

| Year    | Electric Bill Savings | Direct Pay ITC | Total Cash Flow  | Cumulative Cash Flow |
|---------|-----------------------|----------------|------------------|----------------------|
| Upfront | -                     | -              | -\$2,040,258     | -\$2,040,258         |
| 1       | \$154,061             | \$816,103      | \$970,164        | -\$1,070,094         |
| 2       | \$158,942             | -              | \$158,942        | -\$911,152           |
| 3       | \$163,967             | -              | \$163,967        | -\$747,185           |
| 4       | \$169,139             | -              | \$169,139        | -\$578,046           |
| 5       | \$174,463             | -              | \$174,463        | -\$403,584           |
| 6       | \$179,942             | -              | \$179,942        | -\$223,642           |
| 7       | \$185,580             | -              | \$185,580        | -\$38,063            |
| 8       | \$191,381             | -              | \$191,381        | \$153,318            |
| 9       | \$197,349             | -              | \$197,349        | \$350,668            |
| 10      | \$203,489             | -              | \$203,489        | \$554,157            |
| 11–19   | (see full model)      | -              | (see full model) | (see full model)     |
| 20      | \$275,247             | -              | \$275,247        | \$2,967,456          |

Base case (4% escalation) totals through Year 20: \$4,191,610 in cumulative electric bill savings, \$816,103 in Direct Pay ITC, \$2,967,456 in cumulative net cash flow. Simple payback (nominal): approximately 7.2 years. Estimated IRR: 12.6% (Pacific Solar internal model).

**25-Year Cash Flow Analysis — Solar PV + BESS Additive Alternate (Cash Purchase)**

| Year    | Electric Bill Savings | Direct Pay ITC | Total Cash Flow  | Cumulative Cash Flow |
|---------|-----------------------|----------------|------------------|----------------------|
| Upfront | -                     | -              | -\$2,512,798     | -\$2,512,798         |
| 1       | \$190,950             | \$954,619      | \$1,145,570      | -\$1,367,228         |
| 2       | \$195,593             | -              | \$195,593        | -\$1,171,635         |
| 3       | \$200,302             | -              | \$200,302        | -\$971,333           |
| 4       | \$205,075             | -              | \$205,075        | -\$766,258           |
| 5       | \$209,909             | -              | \$209,909        | -\$556,348           |
| 6       | \$214,802             | -              | \$214,802        | -\$341,547           |
| 7       | \$219,750             | -              | \$219,750        | -\$121,796           |
| 8       | \$224,751             | -              | \$224,751        | \$102,954            |
| 9       | \$229,799             | -              | \$229,799        | \$332,754            |
| 10      | \$234,893             | -              | \$234,893        | \$567,646            |
| 11–19   | (see full model)      | -              | (see full model) | (see full model)     |
| 20      | \$231,345             | -              | \$231,345        | \$2,910,237          |

Base case (4% escalation) totals through Year 20: \$4,468,416 in cumulative electric bill savings, \$954,619 in Direct Pay ITC (\$803,119 PV + \$151,500 BESS), \$2,910,237 in cumulative net cash flow. Simple payback (nominal): approximately 7.4 years. Estimated IRR: 11.9% (Pacific Solar internal model).

## Required Sensitivity Analysis (25-Year, 2.0% / 4.0% / 6.0% Utility Escalation)

Pacific Solar's Energy Toolbase output confirms a 25-year IRR of 12.6% (Solar Only) and 11.9% (Solar + BESS) at the 4.0% base-case escalation. The table below extends the same production/degradation trajectory to the RFP-required 2.0% and 6.0% escalation sensitivities, calibrated to match those confirmed base-case figures, holding all other assumptions constant.

### Base Proposal (Solar PV Only)

| Escalation       | 25-Yr NPV (4% disc.) | IRR   | Simple Payback |
|------------------|----------------------|-------|----------------|
| 2.0%             | \$1,462,841          | 10.8% | 7.6 yrs        |
| 4.0% (base case) | \$2,115,697          | 12.6% | 7.2 yrs        |
| 6.0%             | \$2,988,000          | 14.4% | 6.8 yrs        |

### Solar PV + BESS Additive Alternate

| Escalation       | 25-Yr NPV (4% disc.) | IRR   | Simple Payback |
|------------------|----------------------|-------|----------------|
| 2.0%             | \$1,774,391          | 10.1% | 7.8 yrs        |
| 4.0% (base case) | \$2,583,569          | 11.9% | 7.4 yrs        |
| 6.0%             | \$3,664,740          | 13.7% | 7.0 yrs        |

NPV and payback figures are Pacific Solar's supplemental 25-year extension of the Energy Toolbase model; IRR figures are calibrated to match the 12.6% / 11.9% base-case results confirmed by Energy Toolbase.

## With and Without Federal Investment Tax Credit / Bonus Adder

Per the RFP's requirement to show results both with and without any assumed bonus adder, the table below presents the solar PV system at the base 30% credit rate alongside the 40% rate assumed elsewhere in this proposal (30% base + 10% domestic content adder). The BESS is shown at its 30% base rate only, since no adder is assumed for the battery.

| Scenario        | Gross Cost  | Net Cost — No Adder (30%)                     | Net Cost — With Domestic Content Adder (40%, PV only) |
|-----------------|-------------|-----------------------------------------------|-------------------------------------------------------|
| Solar PV only   | \$2,040,258 | \$1,428,181                                   | \$1,224,155                                           |
| Solar PV + BESS | \$2,545,258 | \$1,781,681 (\$1,428,181 PV + \$353,500 BESS) | \$1,577,655 (\$1,224,155 PV + \$353,500 BESS)         |

## Recommendation

Based on this analysis, the Base Proposal (Solar PV only) produces the higher internal rate of return (12.6% vs. 11.9%) and the higher 25-year net cash flow (\$2,967,456 vs. \$2,910,237) of the two options presented. Pacific Solar recommends the District move forward with the Base Solar PV Proposal now to begin capturing savings immediately, and revisit the BESS Additive Alternate as domestic, FEOC-compliant battery equipment pricing continues to decline. Note that the federal Section 48E storage investment tax credit is not on a near-term declining schedule: it remains available at the full 30% direct-pay rate for storage projects that begin construction through 2033, stepping down to 22.5% for construction beginning in 2034 and 15% in 2035. There is accordingly no 2030 deadline affecting the battery decision — the primary reason to wait is continued cost reduction in domestic battery equipment, not tax credit timing.

## SECTION V: PROJECT CONTRACTS

Pacific Solar's standard Photovoltaic System Agreement is provided below as a representative sample of the Contractor's standard contract terms and conditions, adapted to include the material provisions this RFP requires. This agreement is fully severable by Project component and location, consistent with the District's right to award, remove, defer, or terminate for convenience one or more Project components or locations without invalidating the remainder of the agreement.

### PHOTOVOLTAIC SYSTEM AGREEMENT (Sample)

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the San Joaquin Valley Air Pollution Control District, hereinafter called the "Owner," whose address is 1990 E Gettysburg Ave, Fresno, CA 93726, and Valley Pacific Builders, Inc. dba Pacific Solar, hereinafter called "Contractor," License No. 812149, whose address is 228 N Fairfax Ave, Suite 101, Clovis, CA 93612.

#### 1. Scope of Work

Contractor agrees to construct and complete, in a good, workmanlike and substantial manner, upon the real property described herein, procuring all labor, materials, components, permits, utility inspections, applicable rebates, design, and any other facilities needed, the solar PV system, parking shade structures, EV charging retrofits, and/or spray polyurethane foam roof described in the accompanying technical proposal and schedule of values (hereinafter the "Project"), upon the property located at 1990 E Gettysburg Ave, Fresno, CA 93726 (and, for EV charging retrofit work, the District's Bakersfield and Modesto regional office properties) (hereinafter the "Property"). The Owner will locate and point out the property lines to Contractor.

#### 2. Severability of Components

The Parties acknowledge that this Agreement covers multiple, independently performable Project components: the solar PV system, the Battery Energy Storage System (if awarded as the BESS Additive Alternate), parking shade structures, the spray polyurethane foam roof, and EV charging retrofit work at each of the Fresno, Bakersfield, and Modesto locations. The District may, in its sole discretion, award, remove, defer, or terminate for convenience one or more of these components or locations, and such action shall not invalidate or otherwise affect the remaining components or locations of this Agreement, subject to a negotiated equitable adjustment to price and schedule where required by law or contract. Contractor identifies no contract provision that requires integrated award of the full Project scope; this Agreement is intended to be severable and partially awardable at the District's election.

#### 3. Compliance, Permits, and Plans

The Project is to be constructed and completed in strict conformance with plans and specifications signed by the parties and incorporated herein by reference, and in strict compliance with all applicable laws, ordinances, rules, and regulations of governmental authorities. Contractor shall apply for and obtain all required permits and licenses, paying all fees therefor. Unless otherwise specified in the plans and specifications, Owner will pay all assessments and charges required by governmental authorities and public utilities for hookup charges and the like.

#### 4. Contract Price and Payment

In consideration of the covenants and agreements herein performed and kept by Contractor, Owner agrees to pay Contractor the amounts set forth in the accompanying Schedule of Values (Section IV of Pacific Solar's proposal), payable in installments tied to project milestones (engineering, equipment ordering, structural

completion, AHJ signoff, and Permission to Operate). All payments are due net 10 days. Commencement of work is defined as delivery of materials to the site.

#### **5. Placed-in-Service Milestone; Time of the Essence**

Contractor guarantees a Placed-in-Service Milestone of November 30, 2027 for the solar PV scope of this Agreement, time being of the essence. Contractor shall provide monthly schedule updates measured against the approved critical-path schedule referenced in Section III of Pacific Solar's proposal.

#### **6. Federal Elective Payment — Damages**

The Parties acknowledge that the District intends to elect direct payment of the federal Section 48E investment tax credit under Internal Revenue Code Section 6417. To the extent the District's loss of that elective payment is caused by Contractor's unexcused failure to achieve the Placed-in-Service Milestone in Section 5 above, such loss constitutes direct damage recoverable by the District, and shall not be subject to, or excluded by, any waiver or limitation of consequential, special, or indirect damages elsewhere in this Agreement.

#### **7. Performance and Payment Bonds**

Contractor shall furnish a Performance Bond and a Payment Bond in accordance with Section 2.5 of the RFP prior to commencement of work, in amounts and form acceptable to the District.

#### **8. Commencement and Completion**

Contractor agrees to commence work within 30 days of the commencement date stated in this Agreement, to prosecute the work diligently and continuously to completion, subject to permissible delays (acts of Owner, Acts of God, unanticipated weather, labor actions, or Owner's failure to make progress payments), which shall extend the completion date by a fair and reasonable allowance. In no event shall Contractor commence work or place materials on the Property prior to receipt of Owner's notice to proceed.

#### **9. Insurance**

Contractor shall, at its own expense, carry workers' compensation insurance and commercial general liability insurance as evidenced by the certificate of insurance included as an exhibit to Pacific Solar's proposal, and shall file certificates of such insurance with Owner.

#### **10. Warranty**

Contractor guarantees all equipment, material, supplies, and work furnished on the Project against defective construction or workmanship for a period of twenty-five (25) years following completion of the Project, except where a longer or shorter guaranty applies to specific equipment per the manufacturer (e.g., the 10-year SMA inverter warranty, the Silfab 25-year product / 30-year performance warranty, and Five Brothers Absolute's 2-year labor / 10-year material roofing warranty). Contractor shall supply Owner with all manufacturer warranty and guaranty documents.

#### **11. Dispute Resolution**

Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the California Code of Civil Procedure, and judgment upon the award may be entered in any court of competent jurisdiction.

#### **12. Entire Agreement**

This Agreement, together with the incorporated plans, specifications, and Schedule of Values, constitutes the entire agreement of the Parties and may be modified only by a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

OWNER: San Joaquin Valley Air Pollution Control District

By: \_\_\_\_\_ Date: \_\_\_\_\_

CONTRACTOR: Valley Pacific Builders, Inc. dba Pacific Solar

By: \_\_\_\_\_ Date: \_\_\_\_\_

*P. David Wasemiller, Authorized Signatory*

# EXHIBITS

## Exhibit A — Evidence of Insurance

| ACORD®                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                 | CERTIFICATE OF LIABILITY INSURANCE                                                                                                                                                                                                                                                     |                    | DATE (MM/DD/YYYY)<br>08/01/2025                                                                                                                                |                         |                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> |                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                        |                    |                                                                                                                                                                |                         |                                                                                                                                                                                                                                                                                 |
| <b>PRODUCER</b><br>James G. Parker Insurance<br>License #0554959<br>P O Box 3947<br>Fresno CA 93650                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                 | <b>CONTACT</b><br>NAME: Judi Heinle CISR<br>PHONE (A/C No. Ext): (559) 222-7722<br>FAX (A/C No.): (559) 222-1724<br>E-MAIL ADDRESS: jheinle@jgparker.com                                                                                                                               |                    |                                                                                                                                                                |                         |                                                                                                                                                                                                                                                                                 |
| <b>INSURED</b><br>Valley Pacific Builders Inc dba: Pacific Solar<br>228 N Fairfax Ave, Unit 101<br>Clovis CA 93612                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Lloyd's Syndicate 2623<br><b>INSURER B:</b> Infinity Select Ins Co<br><b>INSURER C:</b> State Compensation Ins Fund<br><b>INSURER D:</b> Travelers Property Casualty Co of America<br><b>INSURER E:</b><br><b>INSURER F:</b> |                    | <b>NAIC #</b><br>20260<br>35076<br>25674                                                                                                                       |                         |                                                                                                                                                                                                                                                                                 |
| <b>COVERAGES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                 | <b>CERTIFICATE NUMBER:</b> 25-26 GL/PL BA WC BR                                                                                                                                                                                                                                        |                    | <b>REVISION NUMBER:</b>                                                                                                                                        |                         |                                                                                                                                                                                                                                                                                 |
| <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                        |                    |                                                                                                                                                                |                         |                                                                                                                                                                                                                                                                                 |
| INSR LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL SUBR                                                                                                                                                                                                                                                                              | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY)                                                                                                                                        | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                          |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                                                                                                                                                                                                                                                        | CSIEL0170200       | 08/01/2025                                                                                                                                                     | 08/01/2026              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Contractors Pollution \$ 1,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRE AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY       |                                                                                                                                                                                                                                                                                        | 50012703701        | 08/01/2025                                                                                                                                                     | 08/01/2026              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED \$ RETENTION \$                                                                                                                                                                                                           | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE                                                                                                                                                                                                                 |                    |                                                                                                                                                                |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                                                                                                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N                                                                                                                                                                                                                       | N/A                | 9364404-2025                                                                                                                                                   | 08/01/2025              | 08/01/2026                                                                                                                                                                                                                                                                      |
| D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Installation Floater                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                        | QT6601796N06ATIL25 | 02/03/2025                                                                                                                                                     | 02/03/2026              | Each Job Site \$ 350,000<br>Covered Locs Combined \$ 350,000                                                                                                                                                                                                                    |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                        |                    |                                                                                                                                                                |                         |                                                                                                                                                                                                                                                                                 |
| <b>CERTIFICATE HOLDER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                        |                    | <b>CANCELLATION</b>                                                                                                                                            |                         |                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                        |                    | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |                         |                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                        |                    | AUTHORIZED REPRESENTATIVE<br>                                               |                         |                                                                                                                                                                                                                                                                                 |

ACORD 25 (2016/03)

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**Exhibit B — CSLB License (No. 812149, Classifications B / C-46 / C-10, exp. 08/31/2028)**



CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE



License Number **812149** Entity **CORP**

Business Name **VALLEY PACIFIC BUILDERS INC**  
**DBA PACIFIC SOLAR**

Classification(s) **B C46 C10**

Expiration Date **08/31/2028**

[www.cslb.ca.gov](http://www.cslb.ca.gov)





**Pacific Solar**

228 N Fairfax #101 Phone: (559) 251-5592  
Clovis CA 93612 Fax: (559) 251-5595  
Contractor License # 812149



San Joaquin Valley Air Pollution

1900 E Gettysburg Ave

(1)

Sheet Name

Proposed Layout

Drawn by:

Job No.: ---

Scale: N/A

Sheet No.

**PV-0.0**

Date: 8/12/2026

**Exhibit B:**

**Pacific Solar's September 22, 2026 Clarification Response**  
**(15 PAGES)**



228 N Fairfax Ave, Suite 101, Clovis, CA 93612 | (559) 251-5592 | [mike@pacificsolarcompany.com](mailto:mike@pacificsolarcompany.com)

---

September 22, 2026

Mario Orosco

Director of Finance & Administrative Services

San Joaquin Valley Air Pollution Control District

1990 E. Gettysburg Avenue, Fresno, CA 93726

**Re: Solar Electricity Project RFP — Clarification Response**

Dear Mr. Orosco:

Thank you for the opportunity to clarify the items identified in your September 17, 2026 request. Pacific Solar's responses below confirm, clarify, and furnish the requested information as permitted under RFP Section 3.3. None of the responses below increase, decrease, or otherwise materially revise Pacific Solar's proposed pricing or scope.

**1. Bonds**

Confirmed. The premiums for both the Performance Bond and the Payment Bond required under RFP Section 2.5 are included in Pacific Solar's proposed total of \$2,470,858. No additional bond premium amount is due beyond that total.

**2. SPF Roof Price**

The \$275,600 figure on page 15 governs. Pacific Solar reduced the SPF roof price from an earlier \$295,600 to \$275,600 prior to submission; that reduction was reflected in the credit-eligibility table on page 15 and in Pacific Solar's proposed total of \$2,470,858, but the Schedule of Values on page 14 was not updated to show the corrected figure before submission. Pacific Solar confirms \$275,600 is the correct, governing SPF roof price, and that the proposed total of \$2,470,858 already reflects this figure. No change to the proposed total is being made.

**3. SPF Roof Scope**

Confirmed: Pacific Solar's proposed scope is a new spray polyurethane foam layer applied over the full roof area (approximately 66,600 sq. ft.), not a recoat of an existing foam roof. The existing roof surface is pressure washed and primed as preparation, after which the new SPF layer is applied across the entire roof area, including foam application at the approximately 20 solar panel leg penetrations described on page 10.

The new foam layer will meet the following specifications, consistent with the RFP's roof requirements:

- Minimum density: 3.0 pcf
- Minimum compressive strength: 45 psi
- Minimum closed-cell content: 90%
- Basis of design: RT 2031 or equal
- Thickness checked every 500 sq. ft. before coating
- Total dry mil thickness: 30–32 mils, including 18–20 mils for the base plus intermediate coats

#### **4. Inverter Replacement Cost**

Pacific Solar's proposed inverter replacement cost is \$79,000 in current dollars, assumed in Year 15, consistent with the RFP's Required Financial Modeling Assumptions. This assumption aligns with the 10-year manufacturer warranty period stated for the proposed SMA inverters and the RFP's Year 15 default replacement assumption; no deviation from Year 15 is proposed.

#### **5. Production Model Documentation**

The complete Energy Toolbase production report supporting Pacific Solar's proposed year-1 production figure is enclosed with this response.

System AC rating: 536.1 kW-AC-CEC.

Projected grid export: approximately 20% of total annual production (approximately 190,000 kWh annually) is projected to be exported to the grid, with the balance consumed on site.

Key factors behind the projected yield:

- Orientation: all modules face south, with the exception of 240 modules on the southern parking carport, which are oriented differently as dictated by that carport's structural bay layout.
- Tilt: all modules are installed at a 5-degree pitch.
- Shading: no material shading losses are modeled at the site.
- Panel type / bifacial gain: the proposed Silfab SIL-440 QD module is not a bifacial module, and bifacial gain is not modeled. Regardless of module type, bifacial gain from the reflective roof surface is not a material factor at this system's ground coverage ratio, because the standoff height between the modules and the roof surface does not allow reflected light to reach the rear of the panels in meaningful quantity.
- Inverter capacity: the proposed SMA Core1 (50 kW) and SMA Core (62 kW) inverters are sized to the DC array with standard inverter loading ratios and do not materially clip production.

*As noted in your request, this information documents the production figure and pricing as proposed; Pacific Solar is not proposing any revision to the production figure or pricing.*

Please let us know if any further clarification would be helpful. We appreciate the District's continued consideration of Pacific Solar's proposal.

Sincerely,

Michael Ward

Project Manager / Co-Founder

Valley Pacific Builders, Inc. dba Pacific Solar



## Solar Only 100% & DomConBattery

San Joaquin Valley Air  
Pollution Control District

1990 E Gettysburg Ave -  
Fresno CA 93726

559-230-6145  
[Mario.Orosco@valleyair.org](mailto:Mario.Orosco@valleyair.org)

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# 1 ABOUT US

## WHO WE ARE

*Pacific Solar, a division of Valley Pacific Builders, has been doing business in the valley for over 25 years, Our proprietary software allows us to analyse your current situation and offer you all the potential solutions, Our strategic partnerships with the industry's leading manufacturers and financiers allows us to ensure you have the peace of mind of knowing the job is done right.*

## OUR MISSION

*Our Goal is to provide you with a single source solution, an unbiased recommendation, and all of your options. So that you have the power to choose a reliable, no risk, money saving alternative for your electricity. We choose to do this without corner cutting, and with no hassle to you. Providing an electrical solution that is far better than what it is currently.*

## 2 PROJECT PORTFOLIO



### Ok Produce

**3,468 kW**

System Size

**\$1,223,734**

Annual Savings

**Fresno, CA**

## PROVEN TRACK RECORD & PERFORMANCE GUARANTEES



### Parker Insurance

**System Size:** 282.5 kW

**Annual Savings:** \$89,064

**Location:** Fresno, CA



### Clovis Rodeo

**System Size:** 44.47 kW

**Annual Savings:** \$16,712

**Location:** Clovis, CA



### Takumi Japanese Restaurant

**System Size:** 146.6 kW

**Annual Savings:** \$43,038

**Location:** Fresno CA

# 3 PROJECT SUMMARY

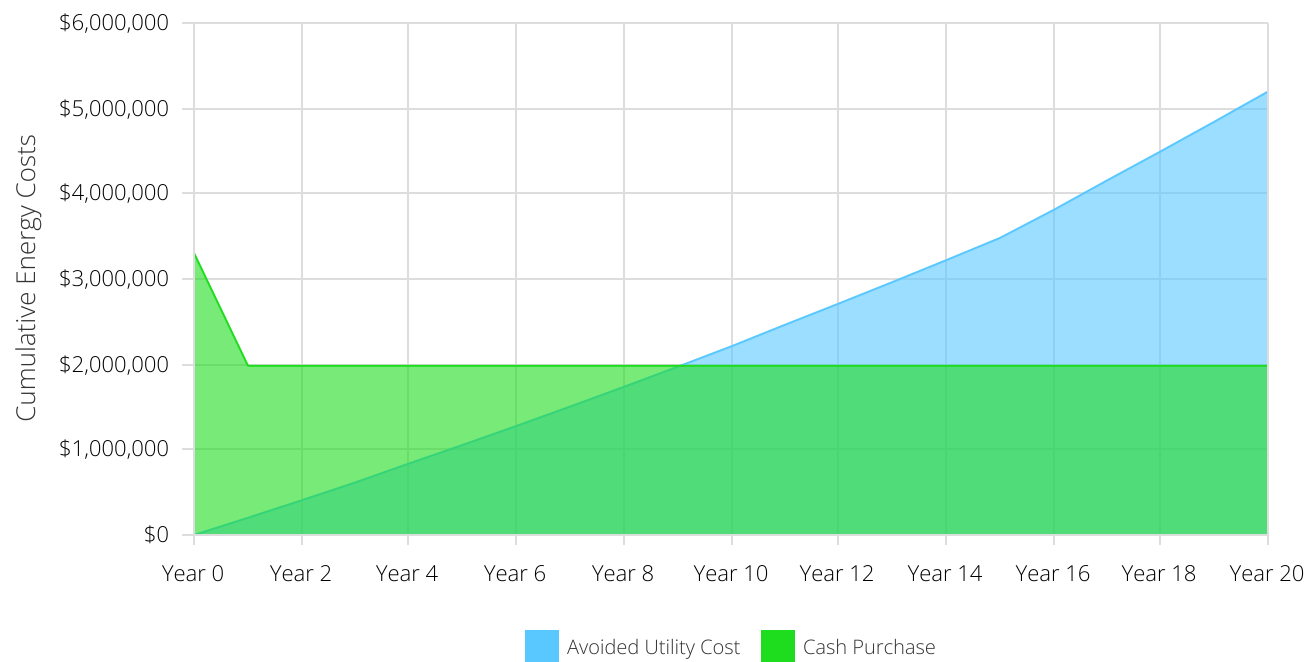
## COMBINED SOLAR PV RATING

Power Rating: 600,090 W-DC  
Power Rating: 536,102 W-AC-CEC

## COMBINED ESS RATINGS

Energy Capacity: 1,000.0 kWh  
Power Rating: 300.0 kW

CUMULATIVE ENERGY COSTS BY PAYMENT OPTION



## 4.1.1 PV SYSTEM DETAILS

### GENERAL INFORMATION

Facility: Default Meter #1  
Address: 1990 E Gettysburg Ave Fresno CA 93726

### SOLAR PV EQUIPMENT DESCRIPTION

Solar Panels: 600.1 kW-DC Premium Modules  
Inverters: Standard Inverter

### SOLAR PV EQUIPMENT TYPICAL LIFESPAN

Solar Panels: Greater than 30 Years  
Inverters: 15 Years

#### Solar PV System Cost and Incentives

Solar PV System Cost \$2,040,258

Direct Pay ITC **-\$816,103**

---

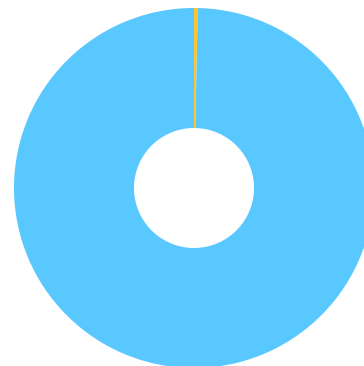
**Net Solar PV System Cost \$1,224,155**

### SOLAR PV SYSTEM RATING

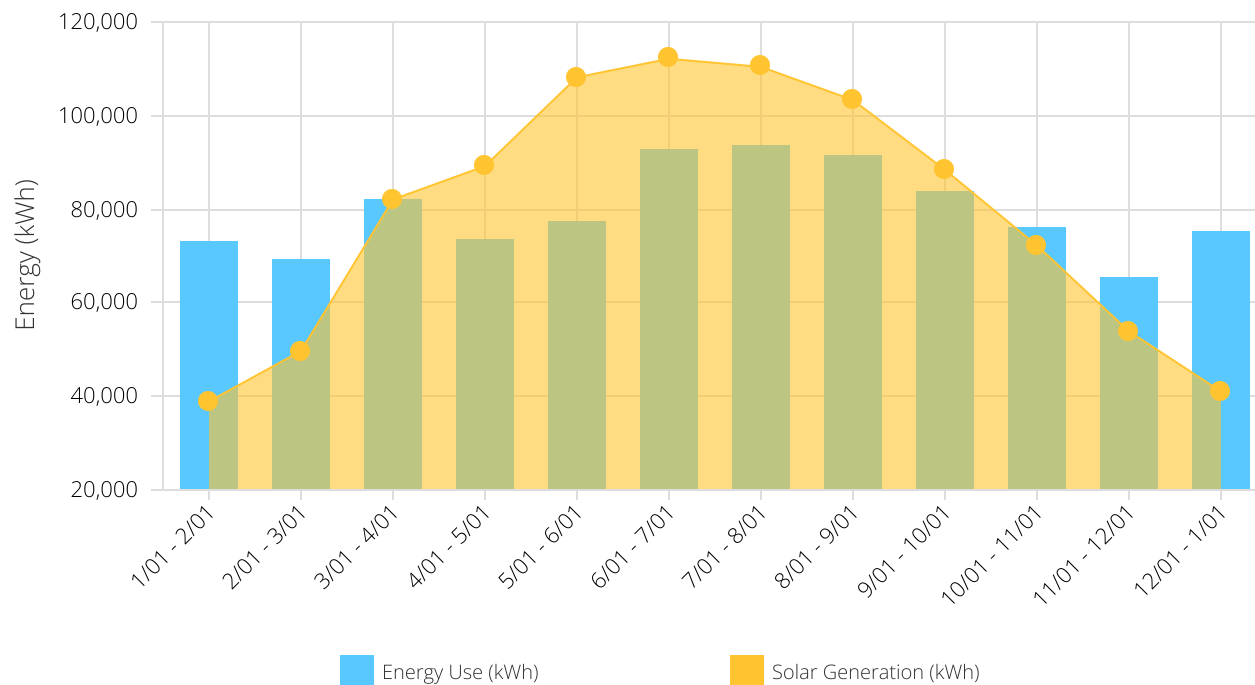
Power Rating: 600,090 W-DC  
Power Rating: 536,102 W-AC-CEC

### ENERGY CONSUMPTION MIX

Annual Energy Use: 952,786 kWh



### MONTHLY ENERGY USE VS SOLAR GENERATION



## 4.1.2 ENERGY STORAGE SYSTEM (ESS) DETAILS

### GENERAL INFORMATION

Facility: Default Meter #1  
Address: Fresno CA 93726

### ESS SYSTEM RATINGS

Energy Capacity: 1,000.0 kWh  
Power Rating: 300.0 kW

### ESS EQUIPMENT DESCRIPTION

Battery: 300kW/1000kWh Energy Storage  
Banks: System  
Inverters: 300kW/1000kWh Energy Storage System

### ESS EQUIPMENT TYPICAL LIFESPAN

Battery Banks: 15 Years  
Inverters: 15 Years

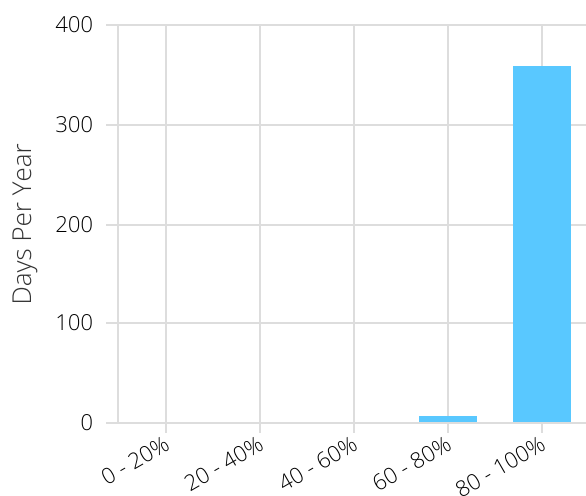
### ESS Cost and Incentives

ESS Cost \$1,264,440

Direct Pay ITC **-\$505,776**

**Net ESS Cost \$758,664**

### ENERGY STORAGE ANNUAL UTILIZATION



Max Utilization Rate

| Energy Output and Demand Savings From Solar PV and Energy Storage |                            |                           |                              |                      |
|-------------------------------------------------------------------|----------------------------|---------------------------|------------------------------|----------------------|
| Date Range                                                        | ESS Energy Discharge (kWh) | Solar PV Generation (kWh) | ESS Energy as % of PV Energy | Total Demand Savings |
| 1/1/2026 - 2/1/2026                                               | 10,084                     | 38,936                    | 25.90%                       | \$349                |
| 2/1/2026 - 3/1/2026                                               | 12,915                     | 49,700                    | 25.99%                       | \$103                |
| 3/1/2026 - 4/1/2026                                               | 21,449                     | 82,080                    | 26.13%                       | \$595                |
| 4/1/2026 - 5/1/2026                                               | 20,910                     | 89,213                    | 23.44%                       | \$492                |
| 5/1/2026 - 6/1/2026                                               | 23,502                     | 108,185                   | 21.72%                       | \$943                |
| 6/1/2026 - 7/1/2026                                               | 23,421                     | 112,141                   | 20.89%                       | \$1,415              |
| 7/1/2026 - 8/1/2026                                               | 23,412                     | 110,409                   | 21.20%                       | \$1,476              |
| 8/1/2025 - 9/1/2025                                               | 23,095                     | 103,325                   | 22.35%                       | \$2,624              |
| 9/1/2025 - 10/1/2025                                              | 21,344                     | 88,407                    | 24.14%                       | \$1,722              |
| 10/1/2025 - 11/1/2025                                             | 19,462                     | 72,237                    | 26.94%                       | \$1,046              |
| 11/1/2025 - 12/1/2025                                             | 16,417                     | 53,905                    | 30.46%                       | \$677                |
| 12/1/2025 - 1/1/2026                                              | 10,421                     | 41,048                    | 25.39%                       | \$390                |
| Total                                                             | 226,432                    | 949,586                   | 23.85%                       | \$11,829             |

## 4.1.3 REBATES & INCENTIVES

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

### **Direct Pay, Investment Tax Credit (ITC) - 30% (with Adders)**

Entities that qualify for direct pay are eligible to receive a 30% direct payment, assuming they meet the established prevailing wage and apprenticeship requirements in order to qualify for the full 30% “increased rate”, rather than a 6% “base rate”.

Direct pay is only available for entities, including: an entity exempt from the tax, any State government (or political subdivision thereof), the Tennessee Valley Authority, an Indian tribal government, an Alaska Native Corporation, any corporation operating on a cooperative basis which is engaged in furnishing electric energy to persons in rural areas.

In addition to the 30% ITC, three different types of ITC “Adders”, which provide additional tax credits of up to 10% each, for projects that meet specified requirements. (1) Energy Community. (2) Low-income. (3) Domestic Content.

Total Incentive Value: \$816,103

### **Direct Pay, Investment Tax Credit (ITC) - 30% (with Adders) (ESS)**

Entities that qualify for direct pay are eligible to receive a 30% direct payment, assuming they meet the established prevailing wage and apprenticeship requirements in order to qualify for the full 30% “increased rate”, rather than a 6% “base rate”.

Direct pay is only available for entities, including: an entity exempt from the tax, any State government (or political subdivision thereof), the Tennessee Valley Authority, an Indian tribal government, an Alaska Native Corporation, any corporation operating on a cooperative basis which is engaged in furnishing electric energy to persons in rural areas.

In addition to the 30% ITC, three different types of ITC “Adders”, which provide additional tax credits of up to 10% each, for projects that meet specified requirements. (1) Energy Community. (2) Low-income. (3) Domestic Content.

Total Incentive Value: \$505,776

## 4.1.4 UTILITY RATES

You have the option to remain on your current rate schedule (B-10) or switch to an alternative rate schedule (B-19 Option S). The rates for each are shown below and your estimated electric bills are shown on the following page for each rate schedule.

| Customer Charges |             |           |         |               | Energy Charges |                |           |           |               | Demand Charges |                |           |         |               |
|------------------|-------------|-----------|---------|---------------|----------------|----------------|-----------|-----------|---------------|----------------|----------------|-----------|---------|---------------|
| Season           | Charge Type | Rate Type | B-10    | B-19 Option S | Season         | Charge Type    | Rate Type | B-10      | B-19 Option S | Season         | Charge Type    | Rate Type | B-10    | B-19 Option S |
| W1               | Flat Rate   | per day   | \$11.37 | \$58.63       | W1             | On Peak        | Import    | \$0.26321 | \$0.18276     | W1             | Flat Rate      | Import    | \$20.50 | \$9.13        |
| W2               | Flat Rate   | per day   | \$11.37 | \$58.63       | W1             | Off Peak       | Import    | \$0.22773 | \$0.14044     | W2             | Flat Rate      | Import    | \$20.50 | \$9.13        |
| S                | Flat Rate   | per day   | \$11.37 | \$58.63       | W2             | On Peak        | Import    | \$0.26321 | \$0.18276     | S              | Flat Rate      | Import    | \$20.50 | \$9.13        |
|                  |             |           |         |               | W2             | Off Peak       | Import    | \$0.22773 | \$0.14044     | W1             | On Peak        | Import    | -       | \$1.22        |
|                  |             |           |         |               | W2             | Super Off Peak | Import    | \$0.19139 | \$0.10462     | W2             | On Peak        | Import    | -       | \$1.22        |
|                  |             |           |         |               | S              | On Peak        | Import    | \$0.33947 | \$0.43568     | S              | On Peak        | Import    | -       | \$1.60        |
|                  |             |           |         |               | S              | Part Peak      | Import    | \$0.27778 | \$0.25184     | S              | Part Peak      | Import    | -       | \$0.08        |
|                  |             |           |         |               | S              | Off Peak       | Import    | \$0.24522 | \$0.19137     | W1             | Max TOU Demand | Import    | -       | \$6.35        |
|                  |             |           |         |               |                |                |           |           |               | W2             | Max TOU Demand | Import    | -       | \$6.35        |
|                  |             |           |         |               |                |                |           |           |               | S              | Max TOU Demand | Import    | -       | \$6.35        |

## 4.1.5 CURRENT ELECTRIC BILL

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

### RATE SCHEDULE: PG&E - B-10

| Time Periods             | Energy Use (kWh) |           |          |                | Max Demand (kW) | Charges |          |           |          |           |
|--------------------------|------------------|-----------|----------|----------------|-----------------|---------|----------|-----------|----------|-----------|
| Bill Ranges & Seasons    | On Peak          | Part Peak | Off Peak | Super Off Peak | NC / Max        | Other   | NBC      | Energy    | Demand   | Total     |
| 1/1/2026 - 2/1/2026 W1   | 14,312           | -         | 58,742   | -              | 236             | \$352   | \$2,368  | \$14,777  | \$4,838  | \$22,335  |
| 2/1/2026 - 3/1/2026 W1   | 13,739           | -         | 55,327   | -              | 236             | \$318   | \$2,238  | \$13,977  | \$4,838  | \$21,372  |
| 3/1/2026 - 4/1/2026 W2   | 14,693           | -         | 42,430   | 24,880         | 259             | \$352   | \$2,658  | \$15,634  | \$5,310  | \$23,954  |
| 4/1/2026 - 5/1/2026 W2   | 12,581           | -         | 38,289   | 22,540         | 241             | \$341   | \$2,379  | \$13,966  | \$4,941  | \$21,626  |
| 5/1/2026 - 6/1/2026 W2   | 13,705           | -         | 40,086   | 23,532         | 271             | \$352   | \$2,506  | \$14,734  | \$5,556  | \$23,148  |
| 6/1/2026 - 7/1/2026 S    | 16,955           | 16,265    | 59,341   | -              | 292             | \$341   | \$3,000  | \$21,826  | \$5,986  | \$31,152  |
| 7/1/2026 - 8/1/2026 S    | 17,251           | 16,533    | 59,681   | -              | 304             | \$352   | \$3,029  | \$22,055  | \$6,232  | \$31,668  |
| 8/1/2025 - 9/1/2025 S    | 18,970           | 17,225    | 55,059   | -              | 307             | \$352   | \$2,958  | \$21,769  | \$6,294  | \$31,372  |
| 9/1/2025 - 10/1/2025 S   | 16,680           | 15,472    | 51,707   | -              | 317             | \$341   | \$2,718  | \$19,922  | \$6,499  | \$29,479  |
| 10/1/2025 - 11/1/2025 W1 | 14,820           | -         | 61,348   | -              | 261             | \$352   | \$2,469  | \$15,403  | \$5,351  | \$23,574  |
| 11/1/2025 - 12/1/2025 W1 | 12,913           | -         | 52,541   | -              | 232             | \$341   | \$2,121  | \$13,243  | \$4,756  | \$20,461  |
| 12/1/2025 - 1/1/2026 W1  | 14,606           | -         | 60,564   | -              | 227             | \$352   | \$2,436  | \$15,200  | \$4,654  | \$22,643  |
| Total                    | 181,225          | 65,495    | 635,115  | 70,952         | -               | \$4,150 | \$30,880 | \$202,504 | \$65,252 | \$302,785 |

## 4.1.6 NEW ELECTRIC BILL

### RATE SCHEDULE OPTION 1: PG&E - B-10

| Time Periods             | Energy Use (kWh) |           |          |                | Max Demand (kW) | Charges |         |          |          |           |
|--------------------------|------------------|-----------|----------|----------------|-----------------|---------|---------|----------|----------|-----------|
| Bill Ranges & Seasons    | On Peak          | Part Peak | Off Peak | Super Off Peak | NC / Max        | Other   | NBC     | Energy   | Demand   | Total     |
| 1/1/2026 - 2/1/2026 W1   | 8,135            | -         | 27,312   | -              | 219             | \$352   | \$1,200 | \$7,426  | \$4,490  | \$13,468  |
| 2/1/2026 - 3/1/2026 W1   | 4,537            | -         | 16,933   | -              | 231             | \$318   | \$875   | \$5,273  | \$4,736  | \$11,201  |
| 3/1/2026 - 4/1/2026 W2   | -2,307           | -         | 8,560    | -3,405         | 230             | \$352   | \$588   | \$3,382  | \$4,715  | \$9,038   |
| 4/1/2026 - 5/1/2026 W2   | -5,682           | -         | -593     | -6,727         | 217             | \$341   | \$347   | \$1,944  | \$4,449  | \$7,081   |
| 5/1/2026 - 6/1/2026 W2   | -8,245           | -         | -7,022   | -12,473        | 225             | \$352   | \$177   | \$348    | \$4,613  | \$5,489   |
| 6/1/2026 - 7/1/2026 S    | -7,630           | -8,961    | -29      | -              | 223             | \$341   | \$313   | \$682    | \$4,572  | \$5,908   |
| 7/1/2026 - 8/1/2026 S    | -7,485           | -8,008    | 1,744    | -              | 232             | \$352   | \$392   | \$733    | \$4,756  | \$6,234   |
| 8/1/2025 - 9/1/2025 S    | -4,289           | -7,133    | 1,913    | -              | 179             | \$352   | \$358   | \$188    | \$3,670  | \$4,191   |
| 9/1/2025 - 10/1/2025 S   | -1,911           | -5,452    | 5,470    | -              | 233             | \$341   | \$446   | \$2,372  | \$4,777  | \$7,935   |
| 10/1/2025 - 11/1/2025 W1 | -60              | -         | 6,791    | -              | 210             | \$352   | \$555   | \$3,000  | \$4,305  | \$8,212   |
| 11/1/2025 - 12/1/2025 W1 | 3,550            | -         | 9,777    | -              | 199             | \$341   | \$641   | \$3,762  | \$4,080  | \$8,824   |
| 12/1/2025 - 1/1/2026 W1  | 7,874            | -         | 27,496   | -              | 208             | \$352   | \$1,215 | \$7,520  | \$4,264  | \$13,352  |
| Total                    | -13,513          | -29,554   | 98,352   | -22,605        | -               | \$4,150 | \$7,108 | \$36,253 | \$53,423 | \$100,933 |

### NEW RATE SCHEDULE OPTION 2: PG&E - B-19 Option S

| Time Periods             | Energy Use (kWh) |         |           |          |                | Max Demand (kW) |         |           |                | Charges  |         |          |          |           |
|--------------------------|------------------|---------|-----------|----------|----------------|-----------------|---------|-----------|----------------|----------|---------|----------|----------|-----------|
| Bill Ranges & Seasons    | Total            | On Peak | Part Peak | Off Peak | Super Off Peak | NC / Max        | On Peak | Part Peak | Max TOU Demand | Other    | NBC     | Energy   | Demand   | Total     |
| 1/1/2026 - 2/1/2026 W1   | 35,447           | 8,135   | -         | 27,312   | -              | 219             | 168     | -         | 219            | \$1,817  | \$1,187 | \$4,263  | \$6,540  | \$13,807  |
| 2/1/2026 - 3/1/2026 W1   | 21,470           | 4,537   | -         | 16,933   | -              | 231             | 186     | -         | 231            | \$1,642  | \$865   | \$2,960  | \$5,409  | \$10,875  |
| 3/1/2026 - 4/1/2026 W2   | 2,847            | -2,307  | -         | 8,560    | -3,405         | 230             | 182     | -         | 230            | \$1,817  | \$582   | \$1,814  | \$4,139  | \$8,353   |
| 4/1/2026 - 5/1/2026 W2   | -13,003          | -5,682  | -         | -593     | -6,727         | 217             | 139     | -         | 217            | \$1,759  | \$343   | \$1,018  | \$3,761  | \$6,882   |
| 5/1/2026 - 6/1/2026 W2   | -27,740          | -8,245  | -         | -7,022   | -12,473        | 225             | 5       | -         | 225            | \$1,817  | \$175   | \$124    | \$3,636  | \$5,504   |
| 6/1/2026 - 7/1/2026 S    | -16,620          | -7,630  | -8,961    | -29      | -              | 223             | 6       | 5         | 223            | \$1,759  | \$310   | \$210    | \$3,695  | \$5,974   |
| 7/1/2026 - 8/1/2026 S    | -13,749          | -7,485  | -8,008    | 1,744    | -              | 232             | 7       | 106       | 232            | \$1,817  | \$388   | \$140    | \$3,848  | \$6,193   |
| 8/1/2025 - 9/1/2025 S    | -9,509           | -4,289  | -7,133    | 1,913    | -              | 179             | 108     | 123       | 179            | \$1,817  | \$354   | \$694    | \$3,219  | \$4,697   |
| 9/1/2025 - 10/1/2025 S   | -1,893           | -1,911  | -5,452    | 5,470    | -              | 233             | 104     | 126       | 233            | \$1,759  | \$441   | \$1,794  | \$4,333  | \$8,326   |
| 10/1/2025 - 11/1/2025 W1 | 6,731            | -60     | -         | 6,791    | -              | 210             | 129     | -         | 210            | \$1,817  | \$549   | \$1,521  | \$3,790  | \$7,677   |
| 11/1/2025 - 12/1/2025 W1 | 13,327           | 3,550   | -         | 9,777    | -              | 199             | 175     | -         | 199            | \$1,759  | \$634   | \$2,066  | \$4,906  | \$9,365   |
| 12/1/2025 - 1/1/2026 W1  | 35,371           | 7,874   | -         | 27,496   | -              | 208             | 208     | -         | 208            | \$1,817  | \$1,202 | \$4,314  | \$6,572  | \$13,906  |
| Total                    | 32,679           | -13,513 | -29,554   | 98,352   | -22,605        | -               | -       | -         | -              | \$21,399 | \$7,031 | \$19,352 | \$53,847 | \$101,630 |

**ANNUAL ELECTRICITY SAVINGS:** \$201,852

## 5.1 Cash Purchase

### Assumptions and Key Financial Metrics

|                                   |       |                           |                 |                             |       |
|-----------------------------------|-------|---------------------------|-----------------|-----------------------------|-------|
| Discount Rate                     | 4.0%  | Federal Tax Rate          | 0.0%            | State Tax Rate              | 0.0%  |
| Average Annual Utility Escalation | 4.0%  | PV Generation (kWh/kW-DC) | 1,582 kWh/kW-DC | Average PV Degradation Rate | 0.80% |
| Average ESS Degradation Rate      | 5.00% |                           |                 |                             |       |

| Years   | Project Costs | Electric Bill Savings | Direct Pay ITC | Total Cash Flow | Cumulative Cash Flow |
|---------|---------------|-----------------------|----------------|-----------------|----------------------|
| Upfront | -\$3,304,698  | -                     | -              | -\$3,304,698    | -\$3,304,698         |
| 1       | -             | \$201,852             | \$1,321,879    | \$1,523,731     | -\$1,780,967         |
| 2       | -             | \$206,159             | -              | \$206,159       | -\$1,574,808         |
| 3       | -             | \$210,488             | -              | \$210,488       | -\$1,364,320         |
| 4       | -             | \$214,833             | -              | \$214,833       | -\$1,149,487         |
| 5       | -             | \$219,189             | -              | \$219,189       | -\$930,297           |
| 6       | -             | \$223,550             | -              | \$223,550       | -\$706,747           |
| 7       | -             | \$227,909             | -              | \$227,909       | -\$478,838           |
| 8       | -             | \$232,259             | -              | \$232,259       | -\$246,579           |
| 9       | -             | \$236,592             | -              | \$236,592       | -\$9,987             |
| 10      | -             | \$240,901             | -              | \$240,901       | \$230,914            |
| 11      | -             | \$245,175             | -              | \$245,175       | \$476,089            |
| 12      | -             | \$249,406             | -              | \$249,406       | \$725,496            |
| 13      | -             | \$253,584             | -              | \$253,584       | \$979,080            |
| 14      | -             | \$257,696             | -              | \$257,696       | \$1,236,776          |
| 15      | -             | \$261,732             | -              | \$261,732       | \$1,498,508          |
| 16      | -             | \$330,229             | -              | \$330,229       | \$1,828,737          |
| 17      | -             | \$336,655             | -              | \$336,655       | \$2,165,391          |
| 18      | -             | \$343,065             | -              | \$343,065       | \$2,508,457          |
| 19      | -             | \$349,450             | -              | \$349,450       | \$2,857,907          |
| 20      | -             | \$355,797             | -              | \$355,797       | \$3,213,705          |
| Totals: | -\$3,304,698  | \$5,196,523           | \$1,321,879    | \$3,213,705     | -                    |

## 6 ENVIRONMENTAL BENEFITS



OVER THE NEXT 20 YEARS, YOUR SYSTEM WILL DO MORE THAN JUST SAVE YOU MONEY. ACCORDING TO THE EPA'S GREENHOUSE GAS EQUIVALENCIES CALCULATOR ([SOURCE](#)), YOUR SOLAR PV SYSTEM WILL HAVE THE IMPACT OF REDUCING:



14,877

tons of CO2 Offset



33,825,836

Miles Driven By Cars



223,153

Trees Planted