



INLAND EMPIRE UTILITIES AGENCY

**REQUEST FOR PROPOSALS
RFP-RW-09-053**

**WIND TURBINE POWER PLANT
POWER PURCHASE AGREEMENT/
DESIGN-BUILD OPTION,
REGIONAL PLANT 4 (RP-4)**

December 23, 2009

Proposals due Monday, January 25, 2010 at 1400 Hours

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Request for Proposals

INSTALLATION OF WIND POWER PLANT UNDER A POWER PURCHASE AGREEMENT (PPA) AT REGIONAL PLANT #4 (RP-4) WITH DESIGN-BUILD OPTION

1) INTRODUCTION

a) REQUEST FOR PROPOSALS

Proposals are being accepted by the Inland Empire Utilities Agency Headquarters (hereinafter referred to as “IEUA” and “Agency”), a Municipal Water District, for a Power Purchase Agreement (hereinafter referred to as “PPA”) required for the design, installation, operation and maintenance of a Wind Turbine Power System at Regional Plant #4 (RP-4). A design-build option is also being solicited in Section 2.b.ii. This RFP provides Vendors with information to prepare and submit proposals for consideration by the Agency.

i) Bid Submittal & Due Date

- 1) To receive consideration, the entire Proposal Package shall consist of two parts:
 - a) Part 1: One (1) original and eight (8) copies of the full proposal
 - b) Part 2: in separate envelope from Part 1,
 - (i) Bid Proposal for the described facility, signed by an official authorized to bind the Vendor to its provisions;

Submittal Closing: Monday, January 25, 2010 at 1400 hrs

Proposal Opening: Monday, January 25, 2010 at 1430 hrs

Location: Agency’s Headquarters
6075 Kimball Avenue
Building “A”
Chino, CA 91708

- 2) Proposal Packages **must be received** at the Agency’s Headquarters front lobby, located on 6075 Kimball Ave, Building “A,” Chino, California 91708, **no later than Monday, January 25, 2010 at 1400 hrs**, and addressed to the attention of **Mr. Robert Wallin, Contracts and Programs Administrator**. The package of the one (1) original and eight (8) proposals shall be clearly marked ***“RFP-RW-09-053, WIND POWER PLANT – DO NOT OPEN.”*** All proposals will be held in confidence prior to the opening date of all proposals.
- 3) Prospective Vendors assume the risk of any delay in mail or handling of mail by the Agency’s employees. Applicants are therefore responsible for ensuring that proposals are received on time **at the specified location by the specified time** whether they are sent by mail or delivered in person. Oral, telegraphic, or telephonic proposals or modifications will not be considered. More than one proposal from an

individual, firm, partnership, corporation, or association under the same or different names shall not be considered.

- a) The Agency reserves the right, after opening the proposals, to reject any or all proposals, or, to accept proposal(s) that, in its sole judgment, are in the best interest of the Agency.

ii) **Pre-Proposal Briefing and Job Walk**

A non-mandatory pre-proposal briefing will be held on Monday, January 11, 2010 at **0900** hours with all prospective Offerors. Please arrange to arrive fifteen (15) minutes early to Building “B” of the Agency’s Headquarters, 6075 Kimball Avenue, Chino.

A tour of the RP-4 Rancho Cucamonga installation site will be conducted after the pre-proposal briefing, and is expected to last one hour. Hard hats will not be provided by the Agency, and they will be required during the tour.

iii) **Proposal Commercial Questions**

Any relevant commercial questions concerning the Request for Proposals (RFP) or the Scope of Work other than those asked at the pre-proposal meeting shall be directed in writing via email to the Agency’s Contracts and Programs Administrator, Mr. Robert Wallin, email address rwallin@ieua.org .

All questions must be received in writing via email by **1700 hours, Monday January 18, 2010**. Answers to these questions will be sent to all prospective Offerors via the Network Bid System. No answers will be given on an individual basis.

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b) AGENCY DESCRIPTION

Inland Empire Utilities Agency is a regional sewage treatment and water agency that provides sewage treatment, solids waste handling, and recycled water to the west end of San Bernardino county. Its 242-square mile service area includes the cities of Upland, Montclair, Ontario, Fontana, Chino, Chino Hills; Cucamonga County Water Agency which services the City of Rancho Cucamonga; State of California correctional facilities; and the unincorporated areas of San Bernardino County, including the Chino Agricultural Preserve. The Agency, a special assessment Agency, is governed by a five seat publicly elected Board of Directors. Each director is assigned to one of the five divisions which are: Division 1- Upland/Montclair; Division 2- Ontario/ Agriculture Preserve; Division 3- Chino/ Chino Hills; Division 4- Fontana; Division 5- Rancho Cucamonga. The Regional Technical and Policy Committees provide information on technical and policy issues, and there are representatives from each of the five divisions on these committees.

Five regional water reclamation plants are used to treat sewage from the Agency's service area. They are: Regional Plant No. 1 (RP-1), located in the City of Ontario; Regional Plant No. 2 (RP-2), located in the City of Chino; Regional Plant No. 4 (RP-4), located in the City of Rancho Cucamonga; Carbon Canyon Water Reclamation Facility (CCWRF), located in the City of Chino and Regional Plant No. 5 (RP-5), located in the City of Chino. Moreover, the Inland Empire Regional Composting Facility (IERCF) began daily operations in April 2007. The facility processes all of the biosolids produced by the Inland Empire Utilities Agency (IEUA) into a soil amendment product called compost.

The Agency has two main service areas: Northern Service Area and Southern Service Area. The northern part of Riverside Drive in Ontario is referred to as the Northern Service Area and the southern part of Riverside Drive is the Southern Service area. The Northern Service area is approximately 162 square miles and has two active treatment plants, RP-1, RP-4, Regional Composting Facility, and RP-3, a decommissioned treatment plant. The Southern Service area is approximately 40 square miles and has three active treatment plants, RP-2 and RP-5, and Carbon Canyon.

c) PROJECT BACKGROUND

The Agency operates five regional waste treatment plants within its 242-square mile operating area. The combined power usage of these facilities is 11 megawatts. The purpose of the proposed Wind Turbine system construction is to displace the power purchased at RP-4 and IERCF during peak utility rates (Reference **Attachment "R"** for the conceptual power distribution schematic).

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i) Definitions

All power production figures, throughout this document, are based upon Alternating Current-California Energy Commission (AC-CEC) figures as described in the Self-Generation Incentive Program Handbook or official supplementing documentation, unless specifically defined differently per instance. Actual Wind production power will be measured at the output of the inverter or official Wind metering device, whichever is furthest away from the Wind power source minus all required parasitic loads. The Wind Turbine Facility will deliver electricity seamlessly and run concurrently with Southern California Edison's (SCE) power supply. When the wind conditions are producing electricity, IEUA will supplement the power being provided by SCE with the on-site power generated on-site.

ii) Environmental Review

IEUA will be responsible for the preparation and processing of environmental review documents. However, the Vendor will provide the engineering support needed to incorporate the environmental review into the design. This will include the review of the Program Environmental Impact Report and adopted mitigation measures that must be included in the project design.

2) SCOPE OF SERVICES

a) PROJECT DESCRIPTION

i) Purpose

The Agency seeks to obtain the services of a vendor to provide a Wind turbine system installation under a Power Purchase Agreement or a Design-Build Option. The scope of the services proposed includes:

- 1) Develop methodologies to fully utilize existing local Class 3 Area wind speed of 13 mph average (Reference **Attachment "Q,"** Wind Speed Class Map, source: National Renewal Energy Lab);
- 2) Provide engineering design, inspection and construction oversight;
- 3) Prepare turnkey design, calculations, construction plans, specifications, schedule, and cost estimates; and
- 4) Provide, construct, test, and commission a complete Wind Turbine system under the Design-Build option. Provide, construct, test, commission, operate and maintain a complete Wind Turbine system under the Power Purchase Agreement option and for the term of the PPA.
- 5) Design shall comply with all Self-Generation Incentive Program SGIP Handbook and performance requirements, including those enacted changes by the California Legislature, California Energy Commission, and Southern California Edison. Vendor shall also submit all applicable forms to The Gas Company as required in the Conditional Reservation Notice.

ii) **Design Goals**

The Agency has considered the benefits of providing clean and renewable wind generated electricity with potentially more valuable green attributes which IEUA can use to offset other high-Carbon emitting operation. Design considerations include, usable energy, electrical output, electrical demands at RP-4 and IERCF and footprint available for the proposed facility. Wind technology appears to fulfill these considerations. Also, the design shall take into consideration that the wind turbine facility shall not utilize more than 25% fossil fuel annually.

The Agency wishes to analyze the technical feasibility of utilizing a wind power generation system. Proposed systems will be compared against our existing power generation system to provide a business case evaluation and cost differential of Wind supplied power. Based upon the cost variations of these technologies, the Agency may select a Wind vendor to supply such a system, using a **Power Purchase Agreement (PPA) or a Design-Build Option.**

Design Goal Highlights:

- 1) Low cost per kilowatt hour
- 2) Environmentally friendly
- 3) Reliable with minimal maintenance
- 4) All work must be completed in a timely manner and within the given site conditions.

iii) **Project Schedule**

The IEUA Project Schedule is listed in **Attachment “B.”**

b) **SCOPE OF WORK**

i) **General**

The Agency seeks a Vendor to provide turnkey engineering, design, materials, delivery, installation, testing, commissioning, operation and maintenance and of a cost-effective and energy efficient Wind system that will increase the renewable energy resource potential at IEUA. The Vendor shall include in the proposed scope of work all necessary work, labor, taxes, services, equipment, appurtenances, and incidentals necessary to produce a fully functional and operational Wind turbine system, including the interconnection to the main utility service. Since IEUA is self-governed, local

building department approvals will not be required. Approvals from other controlling authorities will be required.

ii) **Alternate Design-Build Proposal**

If the Vendor has elected to put forward an alternate, optional design-build proposal in addition to the basic scope of work, all requested additional proposal material must be provided as **a distinctly separate section** from the proposal, and labeled as an alternate proposal. The alternate proposal may include other technologies, approaches, and strategies that may enhance or lower the overall cost of energy supplied. These alternate proposals shall be presented in a separate section and will include separate pricing.

The alternate optional design-build proposal shall be structured the same as the proposal. It shall include a description of the Vendor's team (if different than or additional to the main proposal team), the technical approach used to accomplish the work and relationship to the required Wind system scope of work, the focus and results expected, timeline (including how it relates to the required timeline), financing, and a cost proposal. The additional documentation must be sufficiently detailed to allow the Agency to evaluate the feasibility and acceptability of the alternate design-build approach, how the design-build alternate complements the basic Wind scope of work, and the ability of the team to accomplish it.

The alternate design-build proposal will be evaluated separately, and must be accompanied by a Bid Bond covering 2% of your bid. Subsequent bonding requirements would include 100% Payment Bond, 100% Performance Bond, and 100% Maintenance Bond.

Design-Build Option Specifics

The Vendor shall design a wind turbine system appropriate for the Agency, taking into consideration the facility's electrical demand and load patterns, proposed installation site, available space, and other relevant factors. The Vendor shall provide design documents adequate to communicate the following information:

1. Wind turbine system description
2. Equipment details and description layout of installation site
3. Acceptable Structural Loading by a licensed Structural Professional Engineer
4. Selection of key equipment
5. Specifications for equipment procurement and facility installation
6. Performance data sheets of equipment components, subsystem & project
7. Integration of the wind turbine system with other power sources
8. Electrical grid interconnection requirement
9. Controls, monitoring equipment, and instrumentation
10. Performance monitoring
11. Foundation Requirements

The Vendor shall provide design documents to the Agency for review and approval. Included within the scope of this project and at no additional cost to the Agency, the Vendor shall secure, obtain from governing agencies and the utility company, all required rights, permits, modifications if any, approvals, rights to install, and utility interconnection agreements for installation and operation of the project, as required. The Vendor shall submit the design plans and specifications to the Agency for review and approval prior to proceeding with material procurement and installation. The plans shall be in electronic format using AutoCAD per **Attachment “E.”** Specifications shall be submitted in electronic format using MS Word 2003 or higher. The Agency, at no added cost, will become the signatory on applications, permits, and utility agreements only where necessary that the owner be the signatory.

All construction shall take place within IEUA secured facilities, so construction fencing or final perimeter fencing is not required.

After the design is complete and approved in full by IEUA, the Vendor shall supply all equipment, materials, and labor necessary to install the wind turbine system and integrate it with the other power sources used at the Agency’s facilities.

Agency shall have all rights to any rebates, credits, tax benefits, or subsidies resulting from operation of the design-build system.

iii) Facility Location for Installation of Wind Power Plant:

The Wind Power Turbine will be located inside Regional Plant-4 within the set back shown in **Attachments “A-1 and A-2.”**

iv) Wind System Technical Description

Based on the available wind speed and land, vendor shall propose an optimal Wind system. Note that it is the Vendor’s responsibility to confirm the available area by physical inspection, and using the facility plans and any other supporting material provided with this RFP.

The average current power consumption at the RP-4 and the Inland Empire Composting Facility (IERCF) is as follows:

Day: $3.702 \text{ (Total MW)} - 2.5 \text{ (IERCF MW)} = 1.202 \text{ MW at RP-4}$
Night: $2.154 \text{ (Total MW)} - 0.7 \text{ (IERCF MW)} = 1.454 \text{ MW at RP-4}$

Vendor shall provide a technical description of the technology(s) proposed for installation, including the following information:

1) General:

- (i.) Wet-Signed structural approval for Wind equipment. Vendor shall verify the structural adequacy to accommodate the proposed Wind

- system and make recommendations on required structural modifications, if any.
- (ii.) Guaranteed power capacity (kWac), measured at the 480 V, 3-phase interconnection point to the electrical service connection
 - (iii.) Estimated capacity factor (%) and annual output (kWh) and provide the methodology used in providing the estimates
 - (iv.) Guaranteed Wind system degradation rate for this proposed project over a twenty (20) year period
 - (v.) Wind, manufacturer, model numbers
 - (vi.) Inverters, manufacturer, model numbers and compliance with Rule 21
 - (vii.) Sun-shade structure for inverters, transformer, and disconnects
 - (viii.) Operating electrical losses
 - (ix.) Mounting structures, manufacturer, model numbers materials, configurations, elevations with certification by a qualified structural engineer with a current California PE license in structural engineering
 - (x.) Balance of Wind system components
 - (xi.) Configuration, including, inverters, transformers, and Wind
 - (xii.) Operation and maintenance requirements, including personnel and hours,
 - (xiii.) Typical or projected degradation rates from installation to replacement over a fifteen (15) and twenty (20)-year period,
 - (xiv.) Typical useful life of significant system components, include gas cleaning and inverters
 - (xv.) Monitoring of Wind system & connectivity into existing SCADA system (using DeviceNet communication protocol)
 - a. Master PLC Station for each Wind system
 - b. Power monitoring instruments tied to PLC's
 - (xvi.) Weed abatement around installed system – weed/vegetation control around all components
 - (xvii.) System efficiency and reliability
 - (xviii.) Benefits specific to this type of system,
 - (xix.) Product enhancements Vendor would make available, (if any),
 - (xx.) Describe method to be supplied that will verify contractual performance guarantees, and other relevant information.
 - (xxi.) Conceptual Design Characteristics:
 - (xxii.) Utilize technologies on the SGIP product approval list, as well as CEC approved manufacturers
 - (xxiii.) Technology/System Description
 - (xxiv.) Nameplate Capacity (kWdc)
 - (xxv.) Basis of Performance Projections
 - (xxvi.) System and materials shall be designed to withstand the temperatures to which they are exposed. Ambient temperatures as high as 115 degrees Fahrenheit in summer are typical.
 - (xxvii.) Maintenance requirements and frequency of all major components including the gas cleaning system
 - (xxviii.) Heat recovery system configuration and performance
 - (xxix.) Grading and drainage plans for the wind turbine site.

- (xxx.) Means and methods of metering all feeds to provide power to both RP-4 and IERCF.

2) Material Specifications

a) General

- (i) All materials that are used outdoors shall be sunlight weatherproof, rainproof, and UV resistant.
- (ii) Dissimilar materials should be isolated from one another using non-conductive shims, washers, or other methods.
- (iii) Aluminum shall not be placed in direct contact with concrete materials.
- (iv) Only 18/10 or better stainless steel fasteners shall be used.
- (v) All electrical equipment and installation of equipment shall be rated for the current and voltage ratings required by the National Electrical Code and local codes.
- (vi) All disconnect and over-current protection devices will be included in the system and accessible for maintenance. Each shall be lockable and have trip ratings no greater than the de-rated amperage of the conductor it protects.
- (vii) All exposed surfaces of ferrous parts shall be zinc-coated G-90 or better or otherwise suitably protected to survive outdoor conditions and designed for severe physical protection for the twenty (20) year design life of the system.
- (viii) Ferrous metals shall be hot dipped galvanized steel or anodized aluminum.

b) Mounting System

- (i) The mounting system shall result in the installation of a Wind system that meets all local seismic and wind requirements with a safety factor of 1.5 or greater.
- (ii) Mounting and anchoring system shall be able to withstand wind speeds of 90 miles per hour minimum.
- (iii) In order to comply with Self Generation Incentive Program (SGIP) by SCE the proposer shall agree to cooperate with the installation of any additional system monitoring equipment that the measurement and evaluation representative by SCE deem necessary.

c) Electrical System

(i) General

1. Electrical construction shall meet all current National, State, and local electrical codes.
2. All aboveground or exposed conduits shall be PVC-coated rigid galvanized steel (RGS) in corrosive environments, or RGS in outdoor non-corrosive environments. All underground conduits shall be PVC

Schedule 40 with minimum cover of 24 inches below finished grade, overlaid with red-colored concrete with detectable underground electrical warning tape placed approximately 12 inches above the conduit or concrete nest per IEUA standards.

3. Outdoor non-control panel enclosures and wire ways shall be weatherproof and capable of surviving intact under the site environmental conditions.
4. All electrical/electronic equipment shall have surge and lightning protection. All electronic equipment and metallic surfaces shall be properly grounded as described in the National Electrical Code, and as required by equipment manufacturer. Small transformers for control power or incidental auxiliary power shall be dry type.
5. Exterior panels shall be mounted on a steel pole or uni-strut assembly approximately 4 feet above finished grade at eye level on a concrete pad.
6. Outdoor control panels and field mounted transmitters shall be provided with sun-shades.
7. Outdoor inverters, transformers and associated disconnects shall be mounted inside Vendor constructed exterior, metal-framed, equipment sun-shade shed with open sides and a minimum 4 foot overhang. The shed's interior height shall be a minimum of 10 ft high or be based upon a height of a horizontal plane three feet higher than highest electrical component, (typically the inverter with top-mounted fan, whichever is greater. The sun-shade shed must be equipped with exterior rated under-roof ceiling lighting, cabinet lighting, and a minimum of two independent GFI duplex receptacles mounted inside an outdoor weatherproof enclosure and unless otherwise directed by the Agency. Working clearances of 36 inch minimums must be maintained in front of all accessible panels. However, additional working clearances will be required if an aisle is created with electrical equipment or panels facing each other (i.e., 48 inches minimum per NEC Table 110.26(A) (1) for 480 V equipment).
8. Components mounted inside of enclosures shall be clearly identified with suitable permanent designations that shall also serve to identify the items on drawings provided.
9. Outdoor control panels shall be air conditioned, 316SS, NEMA 4X, no exceptions. All doors shall be equipped with a provision for padlocks. All openings shall be provided with screens (rodent, reptile, and insect barriers).
10. Areas within 10 feet of any gas system should conform to Class I/Division 1 requirements for explosion protection.
11. The wind generation system shall interconnect at the substation at 4160V. The design shall include relays and breakers to prevent back-feed to the grid, smooth power supply and shall ensure harmonic frequency.

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(ii) Electrical Interconnection

- 1) The Vendor shall supply and install all materials and equipment necessary to interconnect the Wind system with the SCE local distribution system. The Vendor shall fulfill all application, study, and testing procedures necessary to complete the interconnection process. The Wind system shall be completely isolated from SCE during maintenance and repair. All direct and associated costs including, but not limited to, installation/setting/testing of protective relays in accordance with Rule 21, application, special facility interconnection fees and other costs paid to SCE will be the responsibility of the Vendor.
- 2) Vendor shall provide a PLC-based monitoring system for each Wind system. The Vendor shall provide connections between the Wind master PLC's and the Agency's SCADA system (i.e., DeviceNet from Allen-Bradley).
- 3) The Vendor shall furnish a 480 or 12kV power circuit breaker with long-time, short-time, instantaneous, and ground fault (LSIG) over current protective adjustments, suitable for installation into the existing Agency 480 or 12kV switchgear system with identical short circuit withstand ratings. Where applicable, it may/will be necessary to connect into the Agency's 12kV power distribution system. All components required to accomplish this will be included in the proposal.
- 4) The entire electrical system and installation shall comply with the requirements of NEC Article 692.

(iii) Transformer

1. The transformer shall be designed for Wind applications.
2. Wind power inverter output default shall be 3-phase, 480 volt Alternating Current, unless an alternate configuration exists at the local interconnecting point.
3. If required, all power transformers will be oil filled, fully enclosed, and suitable for outdoor installation at the applicable location conditions.
4. The Vendor shall evaluate and determine a recommended suitable location that will house the Wind inverter equipment and its related components/environmental control equipment and miscellaneous equipment. Electric equipment must be installed above the 100-year flood level unless waived by the Agency. Final location shall be approved by the Agency.

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(iv) Inverter

1. The inverter shall be sized so that it can operate the Wind apparatus at maximum power for the coldest, hottest, and wettest operating environment for the installation area selected, with an over-sizing safety factor of 10%. The inverter must automatically reset and resume normal operation after a power limiting operation and meet the requirements of Rule 21 for parallel generation.
2. The inverter shall have a minimum efficiency of 93%.
3. Installation shall meet all applicable UL 1741, IEEE Standard 519, NEC codes, and the latest applicable ANSI and FCC standards and addenda dated prior to the award of the purchase order for this procurement.
4. The inverter generated harmonics including switching frequency at the system's AC interface and rated power shall not exceed a total harmonic current distortion of 5%, a single frequency current distortion of 3%, a total harmonic voltage distortion of 5%, and single frequency voltage distortion of 1%.
5. The inverter shall be housed in an outdoor weatherproof NEMA 3R enclosure, and shall have provisions to prevent moisture condensation and entrance of rodents into air intake or exhaust ports. Inverter housing shall be installed within a sun shed as described herein under Section - Electrical System/General.
6. The inverter shall be designed to limit run-on and islanding to no longer than one second upon the loss of system voltage. The inverter shall restart not later than five minutes following restoration of system voltage and frequency.
7. The inverter shall accept input voltage between 250 and 600 VDC. The open circuit voltage of the DC system shall be limited to 600 VDC. The inverters shall include a positive load breaking means of disconnect (e.g., switch, circuit breaker, removable link, etc.). The disconnect means shall be provided to disconnect both conductors and the neutral conductor, if used. The neutral disconnect shall be located together and ganged. Disconnect switches shall be grouped together.
8. The inverters shall include a DC voltage limiting surge protection device. This component shall be installed in a manner to allow convenient and safe replacement. The design basis shall address thermal aging, and maximum voltage and current characteristics of such devices.
9. AC electrical
 - i) The inverters shall be capable of completely automatic unattended operation, including synchronization and disconnect. The inverters shall also be capable of operation by local (front panel) controls.
 - ii) The inverters shall be capable of operating in parallel with other inverters meeting the specifications delineated herein, the electrical collection system, and connected loads.
 - iii) The Contractor's system shall be capable of interrupting line-to-line fault currents and line-to-ground fault currents. It is preferred that the

inverter design include turning off the inverter before AC or DC contactors are opened, as applicable.

- iv) The inverters output shall be 480 volts AC, 60 hertz, three phase.
- v) The inverter shall be capable of continuous operation into a system with voltage variation of plus or minus 10% of nominal. The inverter shall operate in an ambient temperature range of -20°C to +50°C, maintain frequency within ½ cycle and operate at a power factor of 1.0. Operating efficiency shall be greater than 93%.
- vi) The inverter shall include all necessary self-protective features and self-diagnostic features to protect the inverter from damage (in the event of component failure or from parameters beyond normal operating range due to internal or external causes). The self protective features shall not allow the inverters to be operated in a manner which may be unsafe or damaging.
- vii) Faults due to malfunctions within the inverter or Wind system equipment shall be cleared by the inverter over-current protection device and not by Owner's protection devices

10. Grounding

- i. Electrodes
 - a. Ground conductors shall be soft drawn or soft annealed stranded copper, tinned bare for buried ground wire, Type TW insulated wire in conduit or other raceway. Color code insulation per NEC.
 - b. Buried connections shall be made with either thermal welded or compression fitting specially made for grounding system.
- ii. The grounding system shall provide personnel protection for step and touch potential in accordance with IEEE standard 80. The system shall also be adequate for the detection and clearing of ground faults.
- iii. The Wind system's ground shall be connected to the inverter at one point. Balance of grounding shall be per manufacturer's and NEC guidelines.
- iv. All exposed non-current carrying metal parts shall be solidly grounded.
- v. Particular attention shall be given to prevention of corrosion at the connection of dissimilar metals such as aluminum and steel.

11. Testing

Prior to shipping the inverter or any of its component parts to the jobsite, the Contractor shall demonstrate its operability. As a minimum, the inverter shall be tested to demonstrate that all controls, protective functions, and instrumentation are performing as designed and that the inverter has the functional capability to be automatically synchronized to and connected in parallel with the Owner's electrical distribution system.

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3) Installation Specifications

a. General

- i) Vendor shall adhere to **Attachment “P”** for issues covering site control and safety, at a minimum.
- ii) The installation shall be completed in a “workman like manner” and within commonly accepted construction practices or industry standards. The area shall be kept clean and free of obstructions at all times.
- iii) Trash shall be placed into dumpsters on a regular basis, blowing trash is unacceptable
- iv) The installation shall be completed per the manufacturer’s installation manual.
- v) The installation shall be completed without adversely affecting existing piping and/or wires.
- vi) All electrical connections and terminations shall be fully tightened, secured, and strain-relieved as appropriate.
- vii) All mounting equipment shall be installed to the manufacturer’s specifications.
- viii) All cables, conduits, exposed conductors, and electrical boxes shall be secured and supported according to code requirements.
- ix) All national and local electrical and building code requirements shall be met.
- x) All applicable environmental regulations shall be met.
- xi) Contractor shall obtain all required permits.
- xii) Contractor shall meet with building owner prior to start of work and at least weekly during installation to coordinate activities and minimize interruption to Operations.
- xiii) Contractor shall assist with coordination of all shutdown and tie-in procedures.
- xiv) System switching and metering equipment shall have convenient access for resetting or repair during electrical outages and regular monitoring for data retrieval.
- xv) All tie-wraps shall be black, ultraviolet ray stabilized nylon 66/6, sized for the physical load with excess pigtail fully trimmed.

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b) Codes and Safety Orders

All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall, Safety Orders of the Division of Industrial Safety, I.S.O. codes, California Building Code, California Mechanical Code, Title 24, National Electrical Code, and other applicable laws or regulations.

The Vendor shall install the Wind system to codes and in such manner as to ensure complete electrical safety for persons, equipment, and property during installation and under both normal and abnormal operating conditions.

The quality of the equipment and services supplied by the Vendor shall be consistent with the applicable guidelines included in the codes and standards listed below. When the following standards are superseded by an approved revision, the revision shall apply:

- i. National Electrical Code - NFPA 70-2008
- ii. UBC - Uniform Building Code - 1997
- iii. All outdoor enclosures shall be minimum NEMA 4, or equivalent rating
- iv. Inverters shall be certified to UL 1741 or equivalent
- v. • ASME B31.3 – Process Piping
- vi. • IBC – International Building Code
- vii. • IFC – International Fire Code
- viii. • IFGC – International Fire Gas Code
- ix. • IMC – International Mechanical Code
- x. • IPC – International Plumbing Code
- xi. • UL 1741 - Standard for Inverters, Converters, and Controllers for Use in Independent Power Systems
- xii. IEEE 1547.1 - Standard for Conformance Test Procedures for equipment Interconnecting Distributed Resources with Electric Power Systems
- xiii. IEEE P1547.2 - Draft Application Guide for IEEE Std. 1547-2003 IEEE Standard for Interconnecting Distributed Resources with Electric Power Systems
- xiv. IEEE 1547.3 - Guide for Monitoring, Information Exchange, and Control of Distributed Resources Interconnected with Electric Power Systems
- xv. IEEE P1547.4 - Draft Guide for Design, Operation and Integration of Distributed Resources Island Systems with Electric Power Systems
- xvi. IEEE P1547.5 - Draft Technical Guidelines for Interconnection of Electric Power Sources Greater than 10 MVA to the Power Transmission Grid
- xvii. IEEE P1547.6 - Draft recommended Practices for Interconnecting Distributed Resources with Electric Power Distribution Secondary Networks
- xviii. IEEE P1547.7 - Draft Guide to Conducting Distribution Impact Studies for Distributed Resource Interconnection
- xix. ACI 318-89 with Commentary (ACI 318R-89) - Building Code Requirements for Reinforced Concrete
- xx. ANSI/IEEE Std 100-1996

- xxi. IEEE Std C37.13-1990 (R1995), IEEE Standard for Low-Voltage AC Power Circuit Breakers Used in Enclosures
- xxii. IEEE Std C37.14-1992, IEEE Standard for Low-Voltage DC Power Circuit Breakers Used in Enclosures (ANSI)
- xxiii. IEEE Std C37.20.1-1993, IEEE Standard for Metal-Enclosed Low-Voltage Power Circuit-Breaker Switchgear
- xxiv. IEEE Std C37.20.2-1993, IEEE Standard for Metal-Clad and Station-Type Cubicle Switchgear
- xxv. IEEE Std C37.20.2b-1994, Supplement to IEEE Standard for Metal-Clad and Station-Type Cubicle Switchgear: Current Transformers Accuracies
- xxvi. IEEE Std C37.20.3-1996, IEEE Standard for Metal-Enclosed Interrupter Switchgear
- xxvii. IEEE Std C57.13-1993, IEEE Standard Requirements for Instrument Transformers
- xxviii. IEEE Std C57.13.1-1981 (R1992), IEEE Guide for Field Testing of Relaying Current Transformers (ANSI)
- xxix. IEEE Std C57.13.2-1991, IEEE Standard Conformance Test Procedures for Instrument Transformers (ANSI)
- xxx. Certification of Vendor Supplied Equipment: All Wind system modules, inverters and electrical components shall be required to be listed or recognized by an appropriate and recognized United States Safety Laboratory (for example: UL, ETL, etc.).
- xxxi. The Wind system installation shall comply with all applicable State of California regulations codes in effect.

(These standards are supplemental to master standards. Vendor shall notify Agency of any standard conflicts so that Agency may mitigate. Standards are available from IEUA's FTP site).

- a) 16010.Electrical General Provisions
- b) 16050.Basic Materials and Methods
- c) 16060.Grounding and Bonding
- d) 16075.Electrical ID, Nameplates, Warning Signs
- e) 16075.Exhibit A - Nameplate Schedule Samples
- f) 16080.Electrical Testing
- g) 16120.Conductors and Cables
- h) 16122.Fiber Optics
- i) 16130.Raceway Systems and Pull Boxes
- j) 16139.Cable Trays
- k) 16220 Electric Motors
- l) 16262.Station Battery and Battery Chargers
- m) 16265.Uninterruptible Power System 18kVA to 75kVA
- n) 16266.Uninterruptible Power Supply 1kVA to 18kVA

- o) 16270.Power Transformers - Liquid Immersed
- p) 16290.Power Monitors
- q) 16295.Energy Monitoring And Control System
- r) 16340.Medium Voltage Switchgear
- s) 16341.Bus Duct
- t) 16350.Medium Voltage Motor Controller
- u) 16418.VFD below 100HP
- v) 16419.VFD 100HP and above
- w) 16420.Medium Voltage VFD
- x) 16430.Low Voltage Switchgear
- y) 16431.Electrical System Analyses, Measurements
- z) 16442.Control Panels
- aa) 16480.Low Voltage MCC
- bb) 16500.Lighting
- cc) 16710.Telecommunications Cabling System

v. Startup and Acceptance Test

The Vendor shall provide services related to startup and acceptance testing. The Vendor shall provide recommended testing protocols and conditions for acceptance for review and approval by the Agency. During startup, the Agency or its independent Vendor shall observe the system performance.

Required services include the following:

- Starting up the Wind system until achieving the performance requirements.
- Performing the required performance testing over a consecutive one-hundred-twenty (120) hour period. Testing shall start within two weeks after completing the project.
- All acceptance and functional tests shall be witnessed by the Agency's Representative with formal report due within three business days after completion of each Area's testing.

vi. Monitoring

Wind power output and power consumption is a critical component of any successful program. The Vendor will develop and provide a monitoring program that will allow Agency staff to monitor the performance of the Wind system in historical and real-time, for the life of the equipment. Vendor shall provide Allen-Bradley PLC interface to SCADA at each site.

These units must provide a two-way interface with IEUA's SCADA system. IEUA Standard PLC Systems are Allen Bradley Control Logix Series and the standard operator interface software is Rockwell Automation RSVIEW SE Series. The Vendor shall provide these for proper connectivity to IEUA's SCADA system.

1) Remote Monitoring

The regularly collected data should reflect, but not be limited to the following:

- (1) Wind System performance
- (2) Wind System availability
- (3) Average and accumulated output
- (4) Capacity factor
- (5) Degradation
- (6) Reliability of the equipment installed

The Vendor will create a program that collects and stores data every 15 minutes, 24 hours per day, and summarized into a monthly summary table that is easily accessible to the Agency. Monitoring screens shall be located inside the Control Building at the Treatment Plant. Historical data shall be accessible for a minimum of 15 years.

The operating system shall be Windows XP compatible and accessible via a web browser by anyone on the IEUA Ethernet.

Computer technical support for a period of five (5) years from the date of Notice of Completion. Provide a standard agreement for future years, if available.

vii. Design Timeline and Submittals

1) Kickoff Meeting

Prior to the design of the Wind power system, the Vendor shall review all necessary documents and shall attend an informal meeting to receive the Agency's input.

2) Environmental Review

As stated in the Project Background, IEUA will be responsible for the preparation and processing of the required environmental review documents. The Vendor shall provide IEUA with detailed project descriptions and layouts.

3) Preliminary 10% Design

The preliminary design (10% design) shall include the following:

- (a) The Vendor shall submit the following Technical Memorandum (TM), in accordance with the schedule presented in the **Attachment “B.”** This TM can be later used as a chapter in the Preliminary Design Report. The TM shall provide all the necessary information and description required for the Agency to make the most appropriate decision.

TM 1 Wind Specification and System Calculations

TM 2 Wind System Layout

TM 3 Master Schedule

TM 4 Overall system description and Operations

- (b) Utility Research – Provide adequate preliminary utility research to assure that the alignment analysis includes the consideration of significant utility conflicts.
- (c) Survey – Provide survey research and comments on the project’s horizontal and vertical design survey control.
- (d) Potholing – Provide a detailed potholing procedure for review to coincide with the utility research submittal.
- (e) Upon completion of the preliminary design, the Vendor shall submit a preliminary design review package with written comments on each of the items listed below:
 - (1) Alternative Analysis – Include a description of each alternative, estimated construction cost, comparison of alternatives and recommendation for the most desirable project.
 - (2) Project Description – Provide a description of the recommended project. The description shall include Wind system types, inverters, heat rate, parasitic loads, metering, and project capacity in kWh, catalog cut sheets on equipment types and preliminary physical layouts.
 - (3) Design Criteria – Provide the design criteria recommended for the design of the project.
 - (4) Catalog Cuts – Provide catalog cuts for the selected equipment.
 - (5) Calculations – Provide a set of calculations used in the alternative analysis and the preliminary sizing of the selected alternative.

- (6) Material Selection – The selection of the Wind system type shall be based on the recommendation from alternative analysis which takes into consideration: capital cost, operating and maintenance costs, track record and suitability of the type for the project.
- (7) Schedule – Review and confirm the project schedule.
- (8) Comments on the Agency’s standards - Comments shall include but not be limited to suggestions for changes in the Agency’s standard bedding and trench backfill specification and standard drawings.
- (9) Permits - Summary on permit acquisition including a list of required permits, names of contact persons, telephone numbers, permit fees, probable requirements, expected processing times, schedules for application and receipt and a plan for keeping the permit process on schedule.
- (10) Control System Subcontractor Prequalification – Provide a recommendation for review and response by the Agency on whether the control system subcontractors should be pre-qualified on this current project.
- (11) Provide a discussion of any difficult design or construction aspects of the project.

The Vendor shall meet with the staff of the Agency to receive comments on the preliminary design. The Vendor’s preliminary design shall include comments from the Agency and the Regional Committees. The preliminary design shall be resubmitted in a bound packet.

4) 50% Design

The 50% design review package shall include the following:

- (a) Prepared plans and specifications to a 50% completed level – The Vendor shall prepare full size double plan and profile drawing sheets at the horizontal scale of no smaller than 1”=40’, include all utility information from Agency, utility company records and field information. The Vendor shall plot all easements, property lines, and street pavement limits on the drawings. The location, horizontal and vertical, of all facilities to be constructed shall be called out by dimensions.
- (b) Energy Efficient Lighting – The interior and exterior lighting shall be designed with a high priority placed on energy conservation and reduction of glare. At a minimum, the design shall comply with the lighting standards promulgated by the State of California Energy Commission. Designs used by the Agency for past energy efficient lighting projects are available for review.

- (c) Equipment and Instrument Tag Numbers – The Vendor shall affix equipment and instrument tags supplied by the Agency.
- (d) Hardscape Design – final slope, drainage and gravel specifications
- (e) Agency Design Details – To develop some uniformity in design, the Agency has developed a set of design details. It is intended that these details can be used as a starting point for the development of the project design details. The Vendor can use these details where appropriate. But before using details in the design, the Vendor shall review the detail for errors and suitability for the use intended and make any necessary revisions to each detail used in the design. If used, the Vendor shall be fully responsible.
- (f) Utility Research - It is the Vendor's responsibility to provide thorough utility research, place all underground utilities found in the proposed Wind system site/route be placed on the preliminary drawings and shall have IEUA determine if the utilities need to be relocated.
- (g) Design Survey – Design survey shall include but not be limited to the location of surface topography, a benchmark circuit that will establish a benchmark or temporary benchmark at approximately 1,000 foot intervals and tie the survey control to the benchmark. All surface features shall be located, and elevations of the ground surface shall be provided.
- (h) Identify equipment to be designed into the project.

The Vendor shall submit a 50% design review package, with the following contents:

1. Drawings
 - a. Plan sheet – 50% complete
 - b. Structural plans and elevations – 50% complete
 - c. Utility Research – include a list of utilities identified, contact persons, telephone numbers and any unusual requirements and specific reference to any utility which will significantly affect the proposed design.
 - d. Design Survey - Provide the design survey for the Agency's records.
 - e. Catalog sheets for equipment to be used in the project.
 - f. Property descriptions and plats
 - g. Technical Specifications.
 - h. Calculations- Include all calculations on power sizing, voltage loss and inefficiencies.
 - i. A discussion of any expected difficulty in the design or construction of the project.
 - j. Grading and drainage plans for the wind turbine's site.

5.0) 85% Design

The Vendor shall submit a review package upon 85% completion of design and this shall include the following:

- (a) Complete draft set of plans and specifications - The plans and specifications shall be completed. The plans and specifications shall reflect all past Agency and Regional Committee comments, and they shall include the contractual language and design required to implement the adopted environmental mitigation measures and the controlling agency permit requirements known at the time. There shall be no missing specification sections or missing plan details. The plans and specifications shall include inputs from the Agency, regional committee, permit agency and environmental review. The specification does not have to include the permitting Agency's final permits, however, the plans and specifications shall both be designed to include the permit requirements and sample permits are required.
- (b) Design Geotechnical Report – The Vendor shall provide a report which addresses the geotechnical aspects of the project prepared by a qualified, experienced, and practicing geotechnical engineer. The report shall be based on sufficient field borings to adequately design the project to a depth of three feet below the bottom of the excavation. shall provide the engineering recommendations required to adequately design and construct the project including identification of soil types, soil in place density, field moisture, relative compaction, soil classification, corrosion potential, recommendations on construction shoring design and slope stability, backfill shrinkage, optimum moisture/density determinations and comments on the proposed design. The geotechnical report shall include a review of seismic fault zones identified the project area. This information shall also be incorporated into the design.
- (c) Submit an review package with the following:
 - Design Drawings – 85% complete
 - Specifications – 85% complete
 - Standard specification comments
 - Final calculation package – complete
 - Geotechnical report

The Vendor shall submit design calculations as part of the 85% design submittal. This calculation shall include all alignment, hydraulic, structural, and any other calculations as may be required.

6.0) 100% Design

The Vendor shall submit a review package upon 100% completion of design and this shall include the following:

- (a) Design Drawings and Specifications (Reference **Attachment “D”** for IEUA’s AutoCAD Specifications).
- (b) The final design shall be a complete set of checked plans and specifications. The plans and specifications shall be fully checked. They shall reflect all past IEUA and Regional Committee input and they shall include the contractual language and designs required to implement the controlling agency permit requirements during construction.
- (c) Final Calculation package of Wind system performance.
- (d) Permits – Although IEUA is a self-permitting agency, Vendor’s design shall be done as though per the permitting requirements.
- (e) Upon acceptance of the plans and specifications, the Vendor shall submit to the Agency:
 - i. One set of master specifications on both 8 1/2”x11” paper unbound and in digital form,
 - ii. The original tracings of the plans, both on Mylar film wet signed and in digital form,
 - iii. Final plans, specifications
 - iv. Final Calculation Package,
 - v. A complete set of project calculations bound for permanent storage.
 - vi. If applicable, a change order covering approved Scope of Work changes.

7.0) Construction Administration

Construction Phase

- a. During the construction phase, IEUA’s Wind Power Generation Project Construction Manager will provide the interface and oversight of the Vendor’s performance, adherence to the contract and safety constraints, and reporting to IEUA management staff (Reference **Attachment “F”** for the Construction Site Controls Requirements).
- b. Vendor’s Construction Project Manager shall perform the following:
 - i. Respond to questions from IEUA and provide evaluation as required by IEUA. Interpret Contract Documents and prepare addenda as needed to modify or clarify the Contract Documents.

- ii. Manage Pre-construction conference
- iii. Manage Weekly Construction Progress Meetings
- iv. Review Shop Drawings - Review shop drawings, catalog data and other materials that the Vendor is required to submit in accordance with the Agency's Standard Conditions/Technical Specifications.
- v. Provide Text and Drawings for Change Orders - Prepare text and drawings for change order documents as necessary.
- vi. Continuously review Job-Site progress and quality.

Walk the entire project with the Agency's Construction Manager to discuss and identify important areas and items, review identified problem areas, etc. Personnel of particular discipline expertise should attend as schedule of work indicates or as requested by the Construction Manager.
- vii. Respond to Job-Site Questions from IEUA Wind Power Generation Construction Manager
 - a. (Job-Site Questions) Provide written answers to RFI(s) (Request for Information) including sketches and/or drawing revisions as appropriate.
 - b. Discuss items by phone with Construction Manager to answer simple items or develop need and course of action on complex items.
 - c. Provide written discussion of items and questions as requested by Construction Manager.
- xi Collect work site delivered documents for incorporation into the Operations and Maintenance Manual.
- xii Provide Start up and Acceptance Testing

8.0) Post Construction

The Vendor shall provide "as-built" construction plans and this shall include original tracings and digital versions which shall be sent electronically. Manual markups are not acceptable. The as-built changes shall be made from markups made on the bid set plans by the construction contractors, the Agency's construction managers and by the Vendor.

During the course of the bid and construction, the Vendor shall keep a bid set of plans marked to show changes reflected in addendums, shop drawings and change orders prepared by the Vendor. As-built drawings shall be submitted to IEUA both as revisions to the bid set original tracings and on CD in accordance with **Attachment "D."**

9.0) Warranties and Guarantees

At the time of contract execution, the Vendor must provide, directly or through an affiliate, subcontractor, energy service provider, or other business arrangement, warranties and guarantees. Warranties against defective design, materials, workings, and latent defects for the time period specified for each warranty shall be provided, as well as all other warranties required or implied by law. Vendor shall fully define in its proposal the offered warranty, which shall meet at a minimum, the following requirements:

- All Warrantees per Self-Generation Incentive Program Handbook and promulgated rules
- Ten (10) year complete system warranty.
 - Annual on-site system testing, including:
 - Operating current, voltage, and stack degradation measurement for each installed system.
 - Routine preventive and corrective maintenance.
 - System performance monitoring and historical data access for customer via secure website. Data should include: system energy and power production.
 - Daily system monitoring by vendor via remote monitoring to ensure that Wind system is operating efficiently.
 - Repair and/or replacement of defective parts (equipment and labor)
 - Warranty is backed up with a prepaid Surety Bond shall be in place for the first ten years covering the Wind system performance, labor and materials.
- Wind Manufacturer Warranty
 - Ten (10) year Wind system warranty. Specific warranty details and descriptions of test method to determine if the Wind system has failed and how to file a claim for material and labor installation.
 - Guarantee that maximum degradation of Wind power electrical output will not exceed 2% per year.

10.0) Bonds and Insurance

Per **Attachment “O,”** the Contractor will be required to furnish with the Contract a performance bond in the amount of one hundred percent (100%) on the aggregate amount of the bid, and a labor and material bond in the amount of one hundred percent (100%) of the bid. The Contractor will also furnish certificate(s) of insurance evidencing all insurance coverage as required by the specifications has been so secured. A warranty bond shall be furnished by the Contractor upon completion of the work for maintenance and guarantee of all work. The warranty bond can be furnished by an extension of the faithful performance bond after completion of the work (Reference **Attachment “O”** for bonds’ requirements).

11.0) Liquidated Damages

It has been determined that the damage sustained by the Agency as a result of Contractor's breach of his agreement to complete work within time agreed upon may result in damages of \$1,000 per day, and are AS PART OF THIS NOTICE DECLARED TO THE CONTRACTOR.

Further, by SUBMISSION OF A BID BY THE CONTRACTOR TO THE AGENCY TO PERFORM THE WORK, THE CONTRACTOR DECLARES THAT HE HAS CONSIDERED THE AMOUNT OF SAID LIQUIDATED DAMAGES AND that he has determined, after specific evaluation thereof, either independently or in connection with the Agency, that the amount of such liquidated damages is fair and reasonable and acceptable under the circumstances.

3) **DELINEATION OF RESPONSIBILITIES**

a) Responsibilities of the Vendor

- i. The Agency intends to employ a Vendor who will provide the services necessary to complete the described scope of work. If the responsibility for any services required to complete the project are not specifically delineated herein, the Vendor is responsible for such activity.
- ii. The vendor shall assume all of the costs associated with the site assessment, engineering, permitting, construction and operations. IEUA will pay for the electricity that is produced and provides the vendor with a site lease and easement to operate and maintain the Wind Turbine Facility and associated equipment.
- iii. Survey: The Vendor shall complete any required field surveys. IEUA will not provide field surveys.
- iv. Soil Borings: The Vendor shall complete all soil testing for the completion of the design, if additional information is required. Historical soil reports will be available for review, and should be consulted.
- v. The Vendor shall keep the Agency informed at all times, on regular basis, the status of the current phase of the project and inform the Agency of decisions regarding the project as they are made. The Vendor may be called upon to attend meetings during any phase of the work as required by the Agency to give technical advice or to inform various groups on the status or nature of the project.
- vi. Environmental Review & Permitting: It is anticipated that NO environmental review support will be required from the Vendor. The Vendors shall identify

any required permitting and shall coordinate all required meetings with permitting agencies.

- vii. Insurance: The Vendor shall provide insurance while executing the work required under any contract which may result from submittal of his/her proposal. The insurance shall be provided by a firm acceptable to the Agency and the firm shall insure the Vendor and any one directly or indirectly employed by the Vendor. The firm shall also provide additional insurance for the Agency, and its officers, agents, and employees under the policy or policies outlined in specific endorsement. Specific insurance requirements shall be as specified in the negotiated contract. A sample contract is attached to this Request for Proposal as **Attachment “C.”**
- viii. Extra Work: The Vendor shall receive no extra compensation for extra work unless the Agency receives timely notification about work that is considered to be outside the scope of the contract. If the nature of the instruction is such that an investigation is required to determine whether the work is outside the Vendor’s contracted scope, the Vendor must notify the Agency within seven (7) calendar days of receiving the instruction. If the Agency does not receive the request for extra compensation within the seven days, no extra compensation will be paid for the work even if it is determined to be outside the Vendor’s contracted scope.
- ix. Calculations: The Vendor shall provide a bound, tabbed and indexed copy of all design calculations including civil, structural, electrical, mechanical, equipment and piping layouts. All calculations shall be submitted in both hard copies and electronic excel spreadsheet format. Calculations shall include all assumptions, formulas, equations, and definitions. The Agency expects all calculations to be completed in Excel or some other electronic format.

b) Submittals

Design Report & Technical Memoranda

During the design, the Vendor shall keep the Agency informed of the basic design decisions as they are made and shall seek the Agency’s input. The Vendor shall document all design decisions in technical memorandum.

The number of set copies required for each submittal during the preliminary and final design phase are as presented in Table 1.

Review submittals will be made as follows: Preliminary Design Report (PDR) and Technical Memoranda, 50%, 85% and 100% design. These submittals are to be reviewed by Agency staff and must be delivered at a minimum 14 days prior to the

progress review meeting (Reference **Attachment “M”** for Schedule and Submittals).

Table 1
Submittal Copies

Submittal	No. of Copies	Project Activity
Draft - Preliminary Design Review	15	Preliminary Design, 10% Complete
Plans and Specifications	15	Final Design, 50% Complete
Plans and Specifications	15	Final Design, 85% Complete
Plans and Specifications	3	Final Design, 100% Complete
Draft Calculations	3	Final Design, 10%, 85%
Final Calculations	3	Final Design, 100%
Final plans and specifications		
Specifications	5	Final design
Full Size Plans	5	Final design (Wet-signed)
Half Size Plans	5	Final design
Computer generated CDs of final plans, specification and other bid documents	2	Final design
Original tracings/Mylar's and CD of final plan in Auto Cad dwg file format	1	1 wet signed
O&M Manuals	5	Construction, 75%
Final As-builts Plans in Auto Cad dwg files	1	At Completion, after signoff by SCE/CSI

c) Responsibilities of IEUA

- i. The Agency shall provide to the Vendor, all documents, studies, plans and specifications which are in the Agency's possession and will be useful in the study, design or construction of the Work described in the Scope of Work. However, the Vendor shall review the Agency's records, select the desired reference items and provide the required reproduction. The Vendor shall conduct necessary field investigations for information that are not found in the drawings and documents provided by the Agency.
- ii. The Agency shall provide a CD Rom copy of the Agency's standard title block and CAD specifications. Additionally, the Agency will provide the Vendor with its adopted front-end boilerplate specifications.
- iii. Agency staff shall be available to discuss and provide examples of accepted procedures within IEUA for the review and processing of shop drawings.
- iv. Internal Review and Approvals

1. Regional Technical Committee

The Agency's Regional Technical Committee is a committee made up of representatives from each of the agencies that it contract for sewage treatment. The Committee has an advisory role.

2. Regional Policy Committee

The Agency's Regional Policy is a committee made up of management representatives of each of the agencies that contract for sewage treatment with the Agency. The Committee has an advisory role.

4) PROPOSAL PACKAGE

Proposals must include the following items in the order presented. The Vendor will be bound to all proposed terms and conditions of its proposal for a period of 6 months from the proposal due date. Items referenced as an attachment shall be included in the appendices of the proposal. The proposal should include the following information as a minimum:

- a) Proposal Pricing

Vendor shall provide **Power Purchase Agreement and/or a Design-Build** pricing for the facility that is being proposed:

- 1) Power Purchase Agreement:

Agency shall host a Wind power plant system provided by Vendor/Financing Group and purchase power generated by said power plant at a pre-defined \$/kWh for 20 years fixed and with an annual escalation factor (%). Vendor shall also propose a 10 yr agreement versus a 20 yr agreement with both fixed and escalated cost per kWh (Reference **Attachment "J"** for detail). Also, reference **Attachment "C"** for a Sample Contract with IEUA and **Attachment "G"** for vendor identification, **Attachment "H"** for Non-Collusion Affidavit, **Attachment "I"** for Business Ownership Information, **Attachment "K"** for Vendor Verifications and **Attachment "L"** for Statement of Qualifications).

Include in the price of this proposal all applicable sales taxes, State, Federal, and special taxes, patent rights and royalties, and other applicable taxes and fees.

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b) Proposal Cost and Use

All costs associated with the development of the proposal shall be the responsibility of the Vendor and shall not be chargeable to the Agency in any manner. The Agency shall not be liable for any pre-contractual expenses incurred by any Vendor or selected contractor. All proposals become the property of the Agency.

c) Request for Proposals Exceptions

Any changes from the provisions of this Request for Proposals and Sample of Standard Contract, which are desired by the Vendor, shall be specifically noted in the attached Exception Form (**Attachment “E”**).

d) Project Schedule

It is the goal of the Agency to complete construction by April, 2011. The overall project schedule is included in **Attachment “B.”** IEUA intends to maintain the established project schedule. Each proposing Vendor shall review the time allotted to complete the work. The Vendor shall develop these sub-schedules in a way to meet the desired construction date.

Adherence to the project schedules is of primary importance. The successful Vendor shall be required to meet (or exceed) all schedule milestones.

e) Implementation/Milestone Schedule

Propose an implementation schedule, including the milestones listed below, at a minimum. Attach a detailed schedule of value for each milestone.

- Complete design schematic,
- Minimum of four (4) design meetings (kickoff, 10%, 50%, and 85%)
- Final design and construction schedule,
- Approval by the Agency, one or two week turnaround for each design submittal,
- Obtain required permits,
- Obtain interconnection approval from SCE,
- Deliver Wind system,
- Deliver inverters,
- Deliver balance of system components,
- Complete installation,
- Complete startup,
- Complete acceptance testing,

- Conduct on-site training,
- Deliver required manuals and other documentation, and
- Project completion.
- Under the terms of a Power Purchase Agreement, operate and maintain the wind turbine facility and all associated equipment.

f) Work Plan

Provide a detailed description of your approach to conducting the work described herein, including a description of the roles of key employees who will work on this project.

Also describe

- The use of the local labor force for the construction and assembly of the Wind area: Labor type, headcount, man-hours, over time.
- Material storage: off-site and on-site.

g) Project Team Information

The proposed project team and their resumes shall be included in the proposal. References of clients on similar projects shall be presented with the proposal. These requirements must also be submitted for any sub-contractor that will be working directly on the Wind system and electrical portion of the project. Each proposal must include the following information regarding the Vendor and team:

- Name of Prime Contractor and other team members, including subcontractor(s) and contractor(s) who provide more than 10% of the work,
- Roles and responsibilities of, and relationship between the team members, including an organization chart to illustrate the team structure,
- Brief description of the Prime Contractor, including a summary of the company's background,
- Discussion of each team member's background and experience that demonstrates the team member's qualifications and capability to perform the assigned responsibilities, including personal resumes.
- Identify the key individual who will manage the project and interface with Agency staff, and
- History of past projects on which the team members have worked together.
- Financial statements for the past three (3) years of Prime Contractor and Subcontractors involved with the project (Reference Attachment N for experienced IEUA's Contractors).

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h) Vendor Statement of Qualifications

Include the following:

- Total kW of generating capacity of on-site Wind generation system engineered and designed over the last three (3) years, which are currently in commercial operation. Emphasis should be on Wind systems of similar size, type, and fuel supply as contemplated in this RFP.
- Brief descriptions of each Wind system installation to date, including the specific manufacturer and model type of the equipment used in each installation and indicating which projects were turnkey in nature.
- Experience with engineering and designing electrical interconnection facilities for the purposes of electrically interconnecting commercial scale Wind systems, at medium voltage levels (e.g. 4160 V and 12 kV).
- Experience with engineering and designing metering and meter data solutions for both billing and data presentation purposes. Vendor should also include any experience integrating Wind system metering solutions to facility energy management systems.
- Description of individual Wind systems installed over the last three (3) years, which are currently in commercial operation.
- Description of Wind systems installed in California over the last three (3) years. Vendor should include Wind systems installed in the Southern California Edison service territory.
- Indicate whether the Prime Contractor or its officers or principals have been party to any lawsuit involving the performance of any equipment it has installed, including environmental litigation, and provide a summary of the issues and status of the lawsuits, and
- Brief description of safety program, quality control procedures, and safety experience

i) Prevailing Wage Requirements

Pursuant to Section 1770 and following, of the California Labor Code, the successful bidder shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. In accordance with the Labor Code, the Agency has on file a schedule of prevailing wage rates for the types of work to be done under the specifications.

The Vendor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.

j) References

Provide a minimum of three (3) references for turnkey Wind installations completed by the Prime Contractor along with system description, system type, DC/AC sizing, annualized KWH production, and total turnkey cost. If reference used a Power Purchase Agreement, then provide its cost and terms.

k) Delivery of Proposal

Reference Section 2.1 for Bid Submittal dates and requirements.

l) Period of Performance

Design and construction of the Wind system must be completed by schedule contained within **Attachment “B,”** generally, within 450 days of the Agency’s Notice to Proceed. The Agency anticipates selecting a contractor per the schedule in **Attachment “B.”**

m) Required Contract Clause

Federal, State, and City regulations pertaining to Equal Employment Opportunity shall be incorporated in the proposal. This paragraph is not intended to be all-inclusive, but denotes the Agency’s intent to adhere to all laws, ordinances, and regulations, including, but not limited, to the following.

- That personal or organization conflicts of interest prohibited by law do not exist. (The Vendor is subject to State and Federal conflict of interest)
- Vendor shall complete and return with their proposal the Workers’ Compensation Certificate form provided (**Attachment “F”**).
- The Vendor shall complete and return with their proposal the Business Ownership Information form provided (**Attachment “I”**)

n) Required Licensing and Experience

The Vendor shall have a valid license to install Wind systems in the state of California and shall have extensive experience in providing the services associated with Wind systems of this size and complexity. The Vendor’s firm shall be well established with a full-time qualified staff able to provide the required Wind system design and construction services.

In accordance with Public Contract Code, the Agency has determined that all Vendors must possess or provide subcontractor(s) possessing current California Contractor's License in at least one of the following classes throughout the duration of the Project:

- A General Engineering Contractor
- C-10 Electrical Contractor

If the Vendor is a specialty contractor, the majority of the work must fall within the specialty classification, and all work to be performed outside of the licensed specialty must be performed by appropriately licensed subcontractors.

All subcontractors employed by the Vendor must have a current license in the specialty for the work being done, and are limited to performing only work for which licensed.

o) Addenda to Request for Proposal

The Agency may modify this RFP, prior to the proposal due date, by issuing written addenda. Addenda will be sent via regular first class U.S. mail to the last known business address, facsimile number, and/or e-mail address of each firm listed with the Agency as having received a copy of the RFP for proposal purposes. The Agency will make reasonable efforts to notify Vendors in a timely manner of modifications to the RFP. Notwithstanding this provision, the Vendor shall be responsible for ensuring that its proposal reflects any and all addenda issued by the Agency prior to the proposal due date regardless of when the proposal is submitted. Therefore, the Agency recommends that the Vendor call the contact listed above before submitting its proposal to determine if the Vendor has received all addenda.

p) Revision of Proposal

A Vendor may revise a proposal on the Vendor's own initiative at any time before the deadline for submission of proposals. The Vendor must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date. At any time during the proposal evaluation process, the Agency may require a Vendor to provide oral or written clarification of its proposal. The Agency reserves the right to make an award without further clarifications of proposals received.

q) Proposal Submissions

The Proposal shall be clear and concise, presented in the form of a written report divided by tabs into subheadings, except for forms requested to be submitted in sealed envelopes.

5. SELECTION OF VENDOR(S)

A) General

The proposals will be reviewed by the evaluation committee according to the goals and criteria listed throughout this document. Proposals will be reviewed and scored by the evaluation committee based on a three-step process.

First, the proposals will be evaluated on a pass/fail basis for completion and responsiveness to the requirements of the RFP. The evaluation committee may consider the proposal as failed if, in its judgment, the proposal is unresponsive, incomplete, or is missing sections and required information, including taking exceptions to the Contract.

Second, all of the proposals that are considered passing will be evaluated using the stated criteria. Alternate proposals may be reviewed using the same criteria. The alternate proposal will be combined with the basic Wind proposal as if it was included in the basic proposal, and evaluated as one proposal.

Third, a quantitative score will be given to each proposal including the approved alternate proposal, if any.

B) Qualifications

The Vendor may be a single firm or a joint venture and must show evidence of technical capability and experience in Wind power plants, SGIP rules and regulations, and engineering. Also, construction administration will be considered. The experience presented should be for a minimum period covering the last three years. The Vendor shall also be familiar with the constraints that will govern this project.

Qualified proposals shall be from respondents with a proven track-record of success on commercial stationary Wind projects, be in good financial health, and have been operating in the United States business environment for a minimum of three years. Qualified proposals shall also use proven technology with more than 2 MW of field installed experience, common manufacturing and construction techniques and best installation practices as well as adhere to this RFP's specifications.

C) Qualification Analysis

Agency reserves the right to modify selection criteria at any time during or after receipt of the proposals.

Evaluation Criteria	Weight (0-100%)	Score (0-10)	Total Value (Weight x Score)
Price <ul style="list-style-type: none"> • PPA pricing (\$/kWh) 	30%		
Respondent Experience and References <ul style="list-style-type: none"> • Demonstrated recent, relevant commercial Wind experience as a Design/Build, Own, Operate Project Developer, with a documented track record in developing, designing, installing, financing, and maintaining turnkey grid-connected Wind projects larger than 500-kWh • Minimum of five (5) years corporate existence of respondent • PPA and lease structure experience • Demonstrated capability on similar projects, including favorable outcomes on past relevant projects • Demonstrated experience designing and installing Wind projects for CA Public Utility customers (direct purchase, lease or PPA structures) • Project team experience and qualifications 	15 %		
Wind System and Project Implementation Schedule <ul style="list-style-type: none"> • Proof of sufficient availability of high-efficiency Wind modules, using the high-efficiency ratings as defined in the RFP • Detailed, accurate, realistic project implementation schedule 	15%		
Technical Approach and Product / Technology Design <ul style="list-style-type: none"> • Proof of ability to provide full plans, specifications, and certifications for proposed technology and equipment. • Proof of ability to provide the highest possible energy output technology for type-specific installation. • Tested ability to provide Wind systems for the proposed technology and equipment 	30%		

Evaluation Criteria	Weight (0-100%)	Score (0-10)	Total Value (Weight x Score)
System output performance verification methodology <ul style="list-style-type: none"> • Commercially proven performance estimation methodology. • Projected energy compared to actual meter-read energy production for all references. • Commercially proven, user-friendly, remote (web-based) system monitoring. 	5%		
Operation and Maintenance Service Program <ul style="list-style-type: none"> • Operation and Maintenance Service Program meet or exceed requirements • Extended and additional service options available 	5%		
Total	100%		

D) Interviews

Interviews may be scheduled with some, all, or none of the Vendors who submit a proposal. Each Vendor shall be ranked based on the interview and an evaluation of the before mentioned criteria. The top ranked Vendor and Agency will then negotiate the terms of the Contract. The Agency’s Board of Directors shall approve the final selection.

E) Award

The evaluation committee intends to make a recommendation regarding award to the selected Vendor(s) per the schedule in **Attachment “B.”** The Agency will negotiate and execute an agreement to perform the requested services with the selected Vendor(s). The selection of any proposal shall not imply acceptance by the Agency of all terms of the Proposal, which may be subject to further negotiation and approvals before the Agency may be legally bound thereby. If a satisfactory agreement cannot be negotiated in a reasonable time, the Agency, at its sole discretion, may terminate negotiations with the selected Vendor(s) and begin agreement negotiations with the next selected Vendor. Once agreement negotiations are completed, and the agreement signed, a Notice to Proceed will be issued.

F) Notification of Unsuccessful Vendors

Unsuccessful potential Vendors shall be notified as soon as possible by the Agency following determination at whatever point in the selection process such determination is made. It is estimated that the selection process will take, in its entirety, about sixty (60) days.

G) Negotiation of Contract

After selection of a Vendor, the Agency and the Vendor shall negotiate the contract under which the work shall be performed. All items submitted in the Vendor's Proposal shall be subject to negotiation.

H) Conflict of Interest Information

Information on possible conflicts of interest shall be provided in the Proposal. Such information shall be taken into account in making a decision on the selection of the Vendor to perform the work.

I) Public Records Policy

Responses to this Request for Proposal (RFP) and the documents constituting any Contract entered into thereafter becomes the exclusive property of the Agency and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The Agency's use and disclosure of its records are governed by this Act.

Those elements in each Proposal which Offeror considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" by Offeror. The Agency will use its best efforts to inform Offeror of any request for disclosures of any such document. Agency, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information the Offeror considers exempt from disclosure, the Agency will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the Agency is required to defend an action arising out of a Public Records Act requests, for any of the contents of a Offeror's proposal marked "Trade Secret," "Confidential," or "Proprietary," Offeror shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Offeror's are instructed to enclose all "Trade Secret," "Confidential," or "Proprietary" data in separate, labeled, sealed envelopes, which are then included with the Bid/Proposal documents. Because the Bid/Proposal documents are available for review by any person following the Bid/Proposal opening, and during the review period, and after an award of a contract resulting from an Invitation to Bid/Request for Proposal, Agency shall not in any way be held responsible for disclosure of any "Trade Secret," "Confidential," or "Proprietary" documents that are not contained in labeled envelopes.

6. RESERVATIONS OF RIGHTS BY THE AGENCY

The issuance of this RFP does not constitute an agreement by the Agency that any contract will actually be entered into by the Agency. The Agency expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure
- Reject any or all proposals
- Reissue an RFP
- Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals
- Procure any materials, equipment or services specified in this RFP by any other means, or determine that no project will be pursued.
- Request additional information or clarifications from any Vendor

The Agency reserves the right to reject any or all Proposals or to waive any defect or irregularity in a Proposal.

All proposals submitted in response to this request shall be deemed public records. In the event that a Vendor desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the Vendor to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. The Agency will consider a Vendor's request for exemption from disclosure; however, the Agency will make a decision based upon applicable laws. Assertions by a Vendor that the entire proposal or large portions are exempt from disclosure will not be honored.

The Agency shall not be liable for any pre-contractual expenses incurred by any Vendor or selected contractor. The Agency shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

All data and information furnished by Agency or referred to in this RFP are furnished for the Vendor's convenience. The Agency does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to its accuracy or interpretation. Vendors shall satisfy themselves as to the accuracy or interpretation of all such information and data. In preparing a proposal the respondents shall rely fully upon their own experience and physical inspections of the agency's facilities.

7. AVAILABLE REFERENCE MATERIAL

The following are a list of available reference materials:

1. IEUA GIS database, which includes street centerlines, IEUA facilities, land use, parcel maps, etc which are currently available.
2. Topographic maps
3. General Use Soil Reports

These and any other existing documentation will be made available for review to the Vendors and may be reviewed by appointment in the Agency's Headquarters Buildings, Building B, located at 6075 Kimball Avenue, Chino, California, 91708.

8. ATTACHMENTS

The following attachments are included in the RFP:

- Attachment "A" - Project Name Vicinity Map
- Attachment "B" - Project Schedule
- Attachment "C" - Sample of Standard Contract
- Attachment "D" - AutoCAD Specifications
- Attachment "E" - Exception Form
- Attachment "F" - Workers' Compensation Insurance Certificate
- Attachment "G"- Vendor Identification
- Attachment "H"- Non-Collusion Affidavit
- Attachment "I" - Business Ownership Information
- Attachment "J" - Wind Energy Power Purchase Agreement (PPA)
- Attachment "K" - Vendor Certifications
- Attachment "L" - Statement of Vendor Qualifications
- Attachment "M" - Schedule and Submittals
- Attachment "N" - Past IEUA Contractors
- Attachment "O" - Bonds
- Attachment "P" - Site Conditions
- Attachment "Q" - Wind Speed Class
- Attachment "R" - Power Distribution

Attachment B

Project Schedule

The Agency has established the following target dates for issuance, receipt and evaluation of proposals in addition to Board award of a contract in response to this RFP:

Milestone and Target Dates

RFP Advertised	December 23, 2009
Pre-Proposal Briefing & Site Tour.....	9:00 am on January 11, 2010
Questions Submittal Cutoff.....	5:00 pm on January 18, 2010
Proposals Due	2:00 pm on January 25, 2010
Interviews/Negotiations	TBD
Vendor Selection	March, 2010
Award Agreement Execution	April, 2010
Estimated Project Start Date	April, 2010
Estimated Project Completion Date	April, 2011

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ATTACHMENT C

Sample of Standard Contract

CONTRACT NUMBER: (RESERVED)

FOR

RP-4 Wind Power Generation – Site Name XYZ

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2010, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), (*COMPANY NAME*), of (*CITY*), (*STATE*) (hereinafter referred to as "Vendor"), for (*PROJECT DESCRIPTION*).

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. PROJECT MANAGER ASSIGNMENT: All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: xxxx
 xxxx

Address: xxxx
 xxxx

Telephone: 909-993-xxxx

Facsimile: 909-993-xxxx

2. VENDOR ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Vendor: (*NAME*)

Address: (*ADDRESS*)
 (*CITY, STATE, ZIP*)

Telephone: (*AREA CODE*) (*NUMBER*), Extension (*NO.*)

Facsimile: (*AREA CODE*) (*NUMBER*)

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

1. Amendments to Contract number (*NO.*).
2. Contract Number (*NO.*) General Terms and Conditions.
3. Agency's Request for Proposal Number (*NO.*).
4. Vendor's Proposal, dated (*DATE*).

4. SCOPE OF WORK AND SERVICES: Vendor services and responsibilities shall include and be in accordance with the following:

A. (*SCOPE OF WORK/REFERENCE TO SOW*) which is incorporated herein by this reference.

5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of (*PROJECT DESCRIPTION*), or (*DATE*), whichever occurs first, unless agreed to by both parties, reduced to writing, and amended to this Contract.

6. COMPENSATION: Agency shall pay Vendor's properly-executed invoice approved by the Project Manager within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet or exceed Agency requirements or have proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager.

Agency may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. The NOT-TO-EXCEED Amount and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in the Amendment.

In compensation for the work represented by this Contract, Agency shall pay Vendor a NOT-TO-EXCEED maximum total of (*NTE AMOUNT*) for all services provided. Payment shall be made according to milestones achieved and accepted by the Agency's Project Manager.

7. CONTROL OF THE WORK: Vendor shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Vendor shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Vendor is unable to accelerate the Work, Vendor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

8. FITNESS FOR DUTY:

A. Fitness: Vendor and its Subcontractor personnel on the Jobsite:

1. shall report for work in a manner fit to do their job;

2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
- B. Inspection: Searches by Agency authorized personnel may be made of lockers, storage areas, vehicles, persons or personal effects on Agency-owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, Agency property.
- C. Compliance: Vendor shall advise all Vendor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Vendor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Vendor violates these Fitness for Duty Requirements.
9. INSURANCE: During the term of this Contract, the Vendor shall maintain at Vendor's sole expense the following insurance.
- A. Minimum Scope of Insurance:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required single occurrence limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 87, covering Automobile Liability, including "any auto."
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
 4. Professional Liability insurance in the amount of \$1,000,000.00 per claim.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
 - a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insured's, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of activities performed by or on behalf of the Vendor, products and completed operations of the Vendor, premises owned, occupied or used by the Vendor, or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
 - b. The Vendor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Vendor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Vendor for the Agency.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. Acceptability of Insurers: All insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Vendor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. Submittal of Certificates: Vendor shall submit all required certificates and endorsements to the following:

Human Resources Department
c/o Warren T. Green, Manager of Safety and Risk
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Vendor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Vendor: The Vendor is retained as an independent Vendor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

- C. Observing Laws and Ordinances: The Vendor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Vendor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Vendor or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Hours of Labor: The Vendor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Vendor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- F. Travel and Subsistence Pay: The Vendor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. Liens: Vendor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Vendor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Vendor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Vendor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments.

Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.

J. Non-Conforming Work and Warranty: Vendor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Vendor shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Vendor by Agency, or any other person or entity. Vendor shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Vendor's receipt of notice of the error. Upon request of Agency, Vendor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Vendor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Vendor shall notify the Project Manager, in writing, detailing the dispute and reason for the Vendor's position. Any dispute that cannot be resolved between the Project Manager and Vendor shall be resolved in accordance with the provisions of this Contract.

K. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Vendor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the tendency of the work shall be subject to resolution by the Agency Project Manager and the Vendor shall comply, pursuant to the Agency Project Manager instructions. If the Vendor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision.

Failure by Vendor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Vendor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Vendor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Vendor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Vendor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Vendor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Vendor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Vendor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Joinder in Mediation/Arbitration: The Agency may join the Vendor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Vendor.

L. Attorneys' Fees: In the event an action is commenced by a party to this Contract against the other to enforce its rights or obligations arising from this Contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees.

11. INDEMNIFICATION: Vendor shall indemnify IEUA, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses, and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.

12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Vendor and/or the Vendor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Vendor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Vendor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

13. TITLE AND RISK OF LOSS:

Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Vendor for its records and internal use. Vendor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the PROJECT.

Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Vendor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

Disposition: Vendor shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Vendor in the performance of the Work, shall be governed by the following provisions:

Proprietary Rights conceived, developed, or reduced to practice by Vendor in the performance of the Work shall be the property of Agency, and Vendor shall cooperate with all appropriate requests to assign and transfer same to Agency.

If Proprietary Rights conceived, developed, or reduced to practice by Vendor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Vendor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

If the Work or Documentation includes the Proprietary Rights of others, Vendor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Vendor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Vendor in complying with this Contract.

15. INFRINGEMENT: Vendor represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Vendor shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Vendor shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

16. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Cameron B. Langner
Manager of Contracts and Procurement
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91709

Vendor: (*VENDOR'S REPRESENTATIVE*)
(*COMPANY NAME*)
(*ADDRESS*)
(*CITY, STATE, ZIP*)

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Vendor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Vendor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
18. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Vendor of any requests for disclosure of any documents pertaining to Vendor.

In the event of litigation concerning disclosure of information Vendor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Vendor has marked "Confidential," "Proprietary," or "Trade Secret," Vendor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Vendor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Vendor. The Vendor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.

20. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Vendor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Vendor.

21. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.

22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Vendor. In the event of such termination, the Agency shall pay Vendor for all authorized and Vendor-invoiced services up to the date of such termination.

23. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.

24. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Vendor.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY: (*COMPANY NAME*):

Richard W. Atwater Chief Executive Officer General Manager	(Date)	(<i>AUTH. REP.</i>) (<i>TITLE</i>)	(Date)

ATTACHMENT D

AUTOCAD SPECIFICATIONS

The following are the Computer Aided Design and Drafting (CADD) Specifications for Inland Empire Utilities Agency (IEUA). These specifications supply the basic information your firm will need to prepare construction documents for this project, should you be awarded the project. If you are working on a portion of a project with IEUA, more precise specifications will be provided that will allow your firm to match the drawing format that has been chosen for the project.

The Engineering Department of IEUA currently utilizes AutoCAD Civil 3D 2007. All construction documents (as well as CDROM copies) submitted to IEUA shall be in AutoCAD Release 2004 or later, "DWG" format. Model files are always drawn Full Scale, that is one inch equals one inch and one foot equals one foot. Civil plans are to use "decimal" units and architectural plans are to use "architectural" units. Model plans are always drawn so that the information contained in the file is in its proper coordinate system in the Design Plane. This position is defined by X and Y coordinate values and must be NAD83, California State Plane, Zone 5 with units in feet for District Facilities in San Bernardino and Los Angeles Counties, and NAD83, California State Plane, Zone 6 with units in feet for District Facilities in Orange and Riverside Counties. The District's standard datum is the NAVD88, (North American Vertical Datum 88). For the plan view only, each facility should have its own layer. Paper-space should be used for the plot sheets.

At all locations where there are angle changes, there should be northing and easting identifiers. Curves should show clear curve data which includes the BC, EC and curve geometry. For work within the plants, the X and Y coordinate values should be based on the plant grid as found in the Facility Atlas plant grid layer. Schematic drawings such as Process & Instrumentation Diagrams shall be developed using a grid. The grid is a pattern of dots that extends over the drawing area. A default grid spacing of .125 or 1/8th of inch is preferred.

IEUA's pen parameters shall be used as much as possible. General IEUA use is limited to seven pens of various thickness or equivalent to a 000 to a 4 (pen numbers are based on Koh-I-Noor's standard technical drafting pens). Any thicker line weights shall be created with poly lines. These general parameters may be modified with prior approval from IEUA's Project Manager.

The final contract documents shall be produced on 22" x 34", 4 mil double matte Mylar. Contract Documents plotted via wet ink pen, laser, electrostatic or ink-jet type plotters are acceptable. Documents via pen plotters shall be done in permanent opaque ink, Koh-I-Noor 3084F or 3094F (or approved equal), black in color. Colors may be used to allow subdued imaging (gray-scaling), also in permanent opaque ink. Plots developed by thermal or pencil plotters are not acceptable. Drawings with applied decals or "stick-ons" are not acceptable.

For assistance or more detailed specifications and information contact the IEUA Project Manager at (909) 993-1600.

ATTACHMENT E

EXCEPTION FORM

Should your firm take exception to ANY of the terms and conditions or other contents provided in the Request for Proposal, submit the following form with your proposal. If no exception(s) are taken, enter "NONE" for the first item. Make additional copies of this form if necessary.

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

ATTACHMENT F

WORKERS' COMPENSATION CERTIFICATE

The Vendor shall execute this form to acknowledge and comply with the requirements of California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my Vendor, I will comply with such provisions before commencing the performance of the work of any contract entered into.

Signature

Company Name

Printed Name

Business License Number

Title

Date

ATTACHMENT G

VENDOR IDENTIFICATION

Legal name of Vendor: _____

2. Street Address: _____

3. Mailing Address: _____

4. Business Telephone: _____

5. Facsimile Telephone: _____

6. Email Address: _____

7. Type of Business:

Sole Proprietor Partnership Corporation

Other: _____

If corporation, indicate State where incorporated: _____

8. Business License number issued by the City where the Vendor's principal place of business is located.

Number: _____ Issuing City: _____

9. Federal Tax Identification Number: _____

10. Vendor's Project Manager: _____

11. Contractor's License Info: _____

ATTACHMENT H

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says

that he or she is _____, of _____ ("Bidder") the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Bidder has not directly or indirectly solicited any other Bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee or the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature

Company Name

Printed Name

Vendor License Number

Title

Date

ATTACHMENT I

BUSINESS OWNERSHIP INFORMATION

Business

Ownership

Information

Are you a WMDVBE* certified business? Yes No

*(Women, Minority, Disabled, Veteran Business Enterprise)

Certification must be received from California Public Utilities Commission clearing House. Call Toll Free: 800-359-7998 or 415-928-6892 for additional information. Please check those that apply:

- | | |
|--|--|
| <input type="checkbox"/> Women-Owned Business | <input type="checkbox"/> African-American-Owned Business |
| <input type="checkbox"/> Disabled-Owned Business | <input type="checkbox"/> Veteran-Owned Business |
| <input type="checkbox"/> Native-American-Owned Business | <input type="checkbox"/> Hispanic-Owned Business |
| <input type="checkbox"/> Caucasian-American-Owned Business | <input type="checkbox"/> Underrepresented Asian-Owned Business |

All firms need to be registered with the Agency. Please logon to www.ieua.org and under the heading of Departments, click on Contracts and Procurement and then the Registration tab. This will allow your firm to access solicitations for the commodities or services that apply. Additionally, other agencies have access to the vendor information in the Network system which will increase your access for available solicitations.

ATTACHMENT J

WIND ENERGY POWER PURCHASE AGREEMENT (PPA) SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

The following summary of principal terms and conditions does not include all of the relevant terms and conditions of standard Wind Energy Purchase Agreement (the “Agreement”) and constitutes neither an offer nor a binding proposal to provide the services described. Vendor shall provide such an offer or proposal upon request and subject to receipt of such information as may be required to confirm the relevant technical, financial and contractual parameters.

- 1. Host Customer:** **Inland Empire Utilities Agency**
- 2. System Owner:** To be Determined
- 3. Premises:** To be Determined
- 4. System:** A Wind electric generating system to be owned and maintained by System Owner and installed upon the Host Customer Premises.
- 5. Effective Date:** To Be Determined
- 6. Service Term:** Commencing on the Effective Date and terminating [20] twenty years from the date that the System has been installed by System Owner and the operation thereof has received all necessary Approvals (the “Service Commencement Date”).
- 7. Energy Services:** System Owner will install the System upon the Premises and, for the Service Term, operate, maintain, and repair the System (Inclusive of all components), and sell the net electrical generation thereof (the “Output”) to Host Customer.
- 8. Approvals:** System Owner shall obtain all governmental and other authorizations, permits, approvals and consents (collectively, “Approvals”) necessary to provide the Energy Services. System Owner shall own and control the Approvals, unless, by reason of law, any Approvals must be obtained or owned by Host Customer, in which case Host Customer shall grant all material decision-making rights in respect thereof to System Owner.
- 9. Building Electrical System:** Host Customer shall operate, maintain and upgrade, as may be required, its existing building electrical system, including utility interconnection, so as to meet all local utility and regulatory requirements in respect of electrical service and so as to be capable of accepting delivery of the Output.

- 10. Non-Exclusive License:** Host Customer shall provide System Owner a non-exclusive license for the term of the Agreement to access, occupy and use the Premises for the purposes of providing the Energy Services.
- 11. Personal Property and Quiet Enjoyment:** The parties shall acknowledge and agree that the System shall at all times be personal property severable from the Premises and shall not become a fixture. Host Customer shall acknowledge and agree that it is not the owner of the System and, at its sole cost and expense, shall defend System Owner from any party claiming any ownership or interest in the System against or through Host Customer.
- 12. Purchase Price:** Host Customer shall purchase and pay for all of the Electrical Output (net, minus all parasitic loads) at a price (the "Purchase Price") equal, at its election, to either (i) a specified discount to the applicable all-inclusive utility rate, or (ii) a specified rate per kWh subject to annual escalation. The Purchase Price will be determined as a function of various factors, including but not limited to (a) the applicable all-inclusive utility rate and (b) site-specific conditions and Host Customer requirements that may increase (or decrease) the capital cost of the System.
- 13. Environmental Credits:** Host Customer shall retain ownership of all federal, state or local renewable energy, emission and environmental credits, whether existing as of the Effective Date or enacted thereafter.
- 14. Purchase Option:** Host Customer shall have the option to purchase the System upon the expiration of the Service Term for fair market value, as agreed by the parties or, in the absence of such agreement, by appraisal.
- 15. Removal:** In the event that Host Customer does not exercise the Purchase Option, System Owner, at its cost and expense, shall remove the System from the Premises upon the expiration of the Service Term.
- 16. Insurance:** System Owner shall maintain without interruption (a) general liability insurance with a comprehensive single limit of not less than \$2,000,000 naming Host Customer as an additional insured; and (b) property insurance in an amount not less than the System's replacement value, such policies of insurance to be obtained from a company or companies rated A- or above by A.M. Best. Alternatively, System Owner shall reimburse Host Customer for the incremental cost of adding the System to Host Customer's existing property insurance. Host Customer shall maintain without interruption general liability insurance with a comprehensive single limit of not less than \$2,000,000 naming System Owner as an additional

insured.

- 17. Loss:** Host Customer shall indemnify System Owner for loss or damage to the System to the extent caused by the Host Customer's negligence, recklessness, willful misconduct, failure to protect the System from trespass or other breach of this Agreement.
- 18. Uninterruptible Service:** System Owner shall design, install, maintain and operate the System so as to ensure that the System will provide Host Customer electricity in the event of a power outage or other disconnection from the grid, weather permitting and absent the inability of the building electrical system to accept delivery of the Output, whether due to Host Customer's breach of its obligations under the Agreement or otherwise.
- 19. Limited Warranty:** System Owner shall warrant the proper performance of the System during the Service Term; provided, however, that System Owner shall not warranty or guarantee any particular level of Output, except that the if the average power output in kWh drops below 80% of design performance for more than six continuous months during the contract period, then, at the Host Customer discretion, Host may order the contract void, stop payment, and order the equipment removed. System owner shall complete the removal of the entire Wind power system, at their expense, within 60 days of notice. If owner does not remove within this timeframe, then the Host may remove the system themselves and chargeback the System Owner.
- 20. General Indemnification:** Each party hereto (the "Indemnifying Party") will indemnify and hold harmless the other from and against any loss, damage and liability arising out of the Indemnifying Party's acts or omissions in connection with the Agreement.
- 21. Consequential Damages:** Neither party shall be liable to the other for any consequential damages arising out of any performance or nonperformance under the Agreement; provided, however, Host Customer shall indemnify System Owner for the value, including Purchase Price and Performance-Based Incentives, if any, of (i) any electricity that the System Owner was capable of producing and delivering to Host Customer, but which Host Customer was unwilling or unable to accept due to no fault of System Owner; and (ii) any reduction in Output resulting from any obstructions attributable to any acts or failures to act on the part of Host Customer.
- 22. Assignment:** Host Customer shall not assign its interest in the Agreement without the consent of System Owner, such

consent not to be unreasonably withheld, conditioned or delayed.

System Owner may assign its interest in the Agreement without the consent of Host Customer; provided, however, that any such assignee shall expressly assume the Agreement and agree to be bound by the terms and conditions hereof. Host Customer shall cooperate with System Owner in connection with any such assignment as System Owner may reasonably request. System Owner shall pay or reimburse Host Customer for any reasonable costs or expenses incurred in connection with any such assignment.

23. Force Majeure:

Except for Host Customer's obligations to make payment, which are absolute, neither party shall be considered in default in the performance of its obligations under the Agreement to the extent such performance is prevented or delayed by any cause that is beyond its or its affiliates', reasonable control.

24. Termination for Convenience:

Host Customer may terminate the Agreement for convenience after the expiration of the 5th anniversary of the Service Commencement Date subject to payment to System Owner, at System Owner's election, of either (i) a scheduled termination fee (calculated to preserve System Owner's economics on an after-tax basis), in which case System Owner will transfer title to the System to Host Customer on an "as is, where is" basis; or (ii) System Owner's reasonable costs to relocate the System, including the net revenues attributable to not more than [120] days' lost Output.

25. Termination upon Default: Host Customer may terminate the Agreement in the event that System Owner fails to provide Output for a period of at least 120 consecutive days, other than for reason of Force Majeure. System Owner may terminate the Agreement if Host Customer fails to pay any amount due under the Agreement and the continuance of such failure for a period of 10 days following written notice. Either party may terminate the Agreement for the misrepresentation of a material fact as of the Effective Date or otherwise for the failure to perform fully any material obligation under the Agreement and the continuance of such failure following written notice, subject to customary cure rights.

ATTACHMENT K

VENDOR CERTIFICATIONS TO BE EXECUTED BY ALL VENDORS AND SUBMITTED WITH PROPOSAL

The undersigned Vendor certifies to the Inland Empire Utilities Agency (“Agency”), as set forth in sections 1 through 6 below.

1. CERTIFICATE OF NON-DISCRIMINATION

By my signature hereunder, on behalf of the Vendor making this Proposal, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Vendor within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. PREVIOUS DISQUALIFICATIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Vendor, any officer of such Vendor, or any employee of such Vendor who has a proprietary interest in such Vendor, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled “Previous Disqualifications.” If such exceptions are attached, please explain the circumstances.

4. CERTIFICATION OF WORKER’S COMPENSATION INSURANCE

By my signature hereunder, as the Vendor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and will require same of any subcontractors.

5. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Vendor, I certify that I am aware of the provisions of Section 1773 of the Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with Section 1776, regarding wage records, and with Section 1777.5, regarding the employment and training of apprentices, of the Labor Code. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work.

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Proposal, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the Agency will be relying on this certification if it awards the Contract to the undersigned.

Vendor: _____
[Name of Vendor]

By: _____
[Signature]

Name: _____
[Printed Name]

Its: _____
[Title]

Dated: _____

END OF DOCUMENT

ATTACHMENT L

STATEMENT OF QUALIFICATIONS

(To be completed by Vendor)

ATTACHMENT M

Schedule and Submittals

(To be completed by Vendor)

ATTACHMENT N

Experienced IEUA Contractors*

STRUCTURAL CONTRACTORS

- Lee & Ro
Call: M. Steve Ro
626/912-3391
steve.ro@lee-ro.com
- Kennedy Jenks
Call: Patrick Huston
213/624-6180
858/676-7514
PatrickHuston@kennedyjenks.com
- PBS&J
Call: Mark Ralph
714/750-7275
mralfh@pbsj.com
- Willdan
Call: Lisa M. Penna
714/978-8200
lpenna@willdan.com
- Integrated Design Services
Call: Said Hilmy
949/387-8500
said.hilmy@idsse.com

ELECTRICAL CONTRACTORS

- Morikawa Associates Inc.
Call: Mark Morikawa
310/259-4485
mark@morikawa-scadsa.com
- DLT&V Systems Engineering
Call: Brian D. Downing
602/266-4658
bdowning@dlcinc.com
- Spec Services Inc.
Call: Chuck Lake
714/963-8077 ext. 1115
clake@specservices.com

*Disclaimer: IEUA does not recommend or require the use of the contractors listed above, but only provide this list as a starting point for vendors searching for experienced contractors working at IEUA facilities. Vendors may use any contractor of their choosing.

CONSTRUCTION CONTRACTORS

- GCI Construction Inc.
Call: Terry Gillespie, President
Phone: 714/957-0233
Fax: 714/540-1148
TDG@gciconstruction.com
- Downstream Services Inc.
Call: Wilma Roberts
Phone: 760/746-2544
Fax: 760/746-2667
wilmar@downstreamservices.com
- In-N-Out Construction
Call: Clamente Flores
Phone: 562/490-9963
Fax: 949/250-6362
bestbid@in-n-outconstruction.net
- J.R. Filanc Construction Co.
Call: David Kiess
Phone: 760/941-7130
Fax: 760/941-3969
dkiess@filanc.com
- Coonstruction Inc.
Call: Tom Coons
Phone: 909/481-1192
Fax: 909/481-1193
coonstruction@hotmail.com
- W.A. Rasic Construction Co.
Call: James Russell
Phone: 562/928-6111
Fax: 562/928-7339
jrussell@WARASIC.com

*Disclaimer: IEUA does not recommend or require the use of the contractors listed above, but only provide this list as a starting point for vendors searching for experienced contractors working at IEUA facilities. Vendors may use any contractor of their choosing.

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Attachment O

BONDS

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE BONDING REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR CONFER WITH THEIR RESPECTIVE INSURANCE AGENT OR BROKER TO DETERMINE, IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF THE BONDS AS PRESCRIBED AND PROVIDED FOR HEREIN. IF AN APPARENT LOW CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE BONDING REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

A. PERFORMANCE BOND:

1. Before execution of the Contract by the Agency, the successful bidder shall file with the Agency, on the forms furnished herewith, a performance bond in an amount equal to one hundred (100) percent of the contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects.
2. The performance bond shall be effective through the one (1) year warranty period.

B. PAYMENT BOND (MATERIAL AND LABOR BOND): Before execution of the Contract by the Agency, the successful bidder shall file with the Agency, on the forms furnished herewith, a payment bond (material and labor bond) in an amount equal to one hundred (100) percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by the Contractor to perform the work.

C. UNSATISFACTORY SURETIES: Should any Surety at any time be deemed unsatisfactory by the Agency, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the Agency.

D. EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY: Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.

E. INSUFFICIENCY OF THE BONDS: Should any bond(s) required under this section become insufficient, the Contractor shall renew the bond(s) within ten (10) calendar days after receiving notice from the Agency of the bond's insufficiency.

F. PROCUREMENT OF BONDS:

1. All bonds required under this section shall be procured from a California licensed and admitted surety company, listed by the Fiscal Service of The United States Department of the Treasury under the Notice for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" current on the date of the notice of award.
2. All bonds required pursuant to this section shall be secured from a surety company satisfactory to the Agency.

G. TERM OF REQUIRED BONDS: Except as provided otherwise in this section all bonds shall be maintained in full force and effect for a period of sixty (60) calendar days after completion and acceptance of the work by the Agency.

H. ATTORNEY-IN-FACT: The Attorney-in-Fact (Resident Agent) who executes the bonds on behalf of the Surety Company shall attach a notarized copy of their Power-of-attorney as evidence of their authority to bond the Surety Company on the date of execution of the bonds.

I. HOW BONDS ARE TO BE PAYABLE: All bonds shall be made payable to the Agency (Inland Empire Utilities Agency).

J. SIGNATURES REQUIRED ON BONDS:

1. Each bond required under this section shall incorporate, by reference, the Contract and be signed by both the bidder and the Surety.
2. The signature of the authorized agent of the Surety and the Contractor shall be notarized.

K. COST OF BOND ACQUISITION:

1. The bidder shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the bonds.
2. The costs to secure all bonds required under this section shall be included in the Contractor's bid.

*** CONTINUED ON THE NEXT PAGE ***

Bond Number _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Agency", has, on _____, 20_____, awarded to _____, hereinafter designated as the "Principal," a Contract for the construction of:

WHEREAS, said Principal is required under the terms of said Contract to furnish a payment bond providing that if said Principal, or any of their subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the Agency the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall fail to pay any person specified in California Civil Code Section 3181, or for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Code with respect to work or labor performed under said Contract, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Sections 3247 through 3252 of the California Civil Code, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work under said Contract, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Civil Code, then said surety will pay the same in or to an amount not exceeding the amount herein before set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to Agency as shall be fixed by the court.

Bond Number _____

SECOND PAGE OF PAYMENT BOND

This bond shall inure to the benefit of Agency and any and all persons, companies, and corporations and their respective assigns entitled to file claims under applicable State law, including but not limited to, California Civil Code Section 3181, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the work to be performed there under or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (print name)

Signature for Principal

(Corporate Seal)

Bond Number _____

THIRD PAGE OF PAYMENT BOND

Surety (print name)

Signature for Surety

(Surety Seal)

Surety address

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF
SURETY BELOW**

WAIVER/RELEASE OF LIABILITY

I, the undersigned, on behalf of _____ (hereinafter called Firm) fully understand that the storage or leaving of _____ at the Agency's _____ facility, located at _____, California, during the period of _____ to _____ exposes Firm to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Firm's employees. For the privilege of storing/leaving _____ at said location, Firm agrees to assume any and all such risk.

In consideration of being able to store/leave said item(s) at said location, Firm hereby releases, agrees not to sue, or bring any action against, the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to Firm's employees, or damage or theft of said property arising out of or in connection with the storage or leaving of said item(s) for whatever cause, including the active or passive negligence of the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that Firm is agreeing to assume. I am aware that this Waiver/Release of Liability is a full release of any and all liability. I am signing such as the authorized agent of Firm, and of my own free will.

Name of Firm

By: _____
Representative's signature

Date

Print Name

Title

Approved: _____
Department Manager of Engineering
signature

Date

Distribution: Department Manager of Engineering, Construction, Supervising Construction Manager; Construction Project Manager; Supervisor; Risk Manager; Contractor, Subcontractor, Supplier, or Repair Person

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Attachment P

SITE CONTROL

1.0 TEMPORARY FACILITIES

The Contractor shall provide all temporary facilities and utilities required for completion of the work as well as safety precautions and programs. The following Items "A" through "J" are areas of concern to the Agency and are representative of the temporary facilities, utilities, and activities which are solely the Contractor's responsibility. No attempt is made to set out in detail the Contractor's means or methods necessary to accomplish the tasks involved. Recognition of these temporary facilities and activities is provided only to allow the Contractor to identify necessary additional costs in planning the work.

- A. Project Office:** The Contractor shall maintain on the project site a suitable office or other protected area, as described in the Special Conditions, in which shall be kept project copies of the contract documents, project progress records, project schedule, shop drawings, and other relevant documents which shall be accessible to the Agency and engineer during normal working hours with telephone. No work shall begin until this office is in place and complete.
- B. Electrical Service:** If required for the work, the Contractor shall arrange with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide at his own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.
- C. Water:** The Contractor shall pay for and shall construct all facilities necessary to furnish water for his use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water. The Contractor shall pay for all water used for the Contractor's operations. Except as described in the Special Conditions, there is no potable water available at the construction site. The Contractor shall provide water for construction purposes and for domestic use during the construction period. Water for domestic use at the Construction site shall meet all requirements of the County and State Health Departments. Water for construction purposes must be free of impurities that would be detrimental in the construction process. Water for construction purposes shall be obtained by the Contractor from an existing remote source or reclaimed water if allowed.
- D. Heating and Ventilation:** The Contractor shall provide means for heating and ventilating all work areas as may be required to protect the work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Unvented, direct-fired heaters shall not be used in areas where freshly placed concrete will be exposed to the combustion gases until at least two hours after the concrete has attained its initial set.

- E. Sanitary Conveniences:** The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons at the site of the work. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the work. All Sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.

State and County Public Health Service representatives shall have access to the work, whether it is in preparation or progress, and the Contractor shall provide facilities for such access and inspection.

- F. Accident Prevention:** Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, including but not limited to, the California OSHA, and of building and construction codes shall be observed. First aid facilities and information posters conforming at least to the minimum requirements of the Occupational Safety and Health Administration shall be provided in a readily accessible location or locations.

The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract. Before proceeding with any construction work, the Contractor shall take the necessary action to comply with all provisions for safety and accident prevention.

- G. Construction Facilities:** Construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

- H. Barricades:** Barriers shall be placed at each end of all excavations and at such places as may be necessary along excavations to warn all pedestrian and vehicular traffic of such excavations from one hour before sunset each day to one hour after sunrise of the next day until such excavation is entirely refilled, compacted, and paved. All excavations shall be barricaded in such a manner as to prevent persons from falling, walking, or otherwise entering any excavation in any street, roadway, parking lot, treatment plant, or any other area, public or private.

- I. Warning Devices and Barricades:** The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.

Trenches and other essentially continuous excavations in plant roadways shall be marked at reasonable intervals by traffic cones, barricades, or other suitable visual markers during daylight hours. During hours of darkness trenches shall be barricaded with flashers, or other adequate lights, unless otherwise provided in the permits and the Special Conditions.

At intersections or for pits and similar excavations, where traffic may reasonably be expected to approach head on, such excavations shall be protected by essentially continuous barricades lighted at close intervals during hours of darkness.

2.0 HAZARDS IN PUBLIC RIGHT-OF-WAY

In accordance with the General Conditions Section D – Contractor’s Responsibilities, Part 12.0, “Safety and Protection”, it is the Contractor’s responsibility to comply with the following requirements and to make any adjustments necessary to provide a route around or through the work area that is clear of obstructions and is signed and delineated in accordance with standard industry practice, City or County traffic control permits, CALTRANS standards and the Work Area Traffic Control Handbook as applicable.

- A.** The Contractor’s operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work or an approved detour shall be provided.
- B.** Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, hospitals and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the engineer.
- C.** Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding 300 feet, also shall be maintained unless otherwise approved by the engineer.
- D.** Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to such extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.
- E.** The Contractor shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.
- F.** Grading operations, roadway excavation and fill construction shall be conducted by the Contractor in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

- G. Unless otherwise authorized, work shall be performed in only one-half the roadway at one time. One-half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour. Flag persons shall be used as required for the protection of the traveling public.
- H. Trenches and other essentially continuous excavations in public roadways, shall be marked at reasonable intervals by traffic cones, barricades, or other suitable visual markers during daylight hours. During hours of darkness trenches shall be backfilled and otherwise closed unless otherwise provided in the permits and the Special Conditions.

3.0 HAZARDS IN PROTECTED AREAS

Excavations on project sites from which the public is excluded shall be marked or guarded in a manner appropriate for the hazard.

4.0 ABOVE GRADE PROTECTION

On multi-level structures the Contractor shall provide safety protection that, as a minimum, shall meet the requirements of the California Department of Industrial Relations Safety Orders.

5.0 PROTECTION OF EXISTING ITEMS

The Contractor shall protect all existing structures, trees, shrubs, and other items on the project site that are to be preserved, by substantial barricades or other devices commensurate with the hazard, from injury or destruction by vehicles, equipment, workers, or other agents.

6.0 PROJECT SECURITY

The Contractor shall make adequate provision for the protection of the work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury.

7.0 FIRE EXTINGUISHERS

Sufficient number of fire extinguishers of the type and capacity required to protect the work and ancillary facilities, shall be provided in readily accessible locations.

8.0 SPECIAL CONTROLS

The Contractor shall take all reasonable means to minimize inconvenience and injury to employees of the Agency by dust, noise, diversion of storm water, etc.

9.0 DUST CONTROL

The Contractor shall take whatever steps, procedures, or means as are required to prevent visible dust being caused by his operations in connection with the execution of the work; and on any unpaved road which the Contractor or any of his subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliative, modification of operations, or any other means acceptable to agencies having jurisdiction.

10.0 DRAINAGE CONTROL

The excavation, fill, and grading operations care shall be taken to disturb the pre-existing drainage pattern as little as possible. Particular care shall be taken not to direct drainage water onto private property or into streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the work.

11.0 PROJECT CLOSEOUT

It is the intent of these contract documents that the Contractor shall deliver a complete and operable facility capable of performing its intended functions and ready for use.

12.0 HARD HATS

All visitors and Contractor's personnel, including but not limited to laborers, superintendents, foreman, office staff, company officers and company owner, are required to wear hard hats while onsite of any Agency construction projects, exclusive of inside the administrative offices. Violators of this section shall be removed from the project site and not allowed to return.

13.0 PAINTING NOTICE

Contractor shall provide twenty-four (24) hours prior written notification to all employees at the affected facility that painting will be commencing. Contractor shall indicate when and where the painting will occur at the facility. A written strategy shall be submitted by the Contractor and should be approved by the engineer before commencing painting to avoid any paint over spray. The strategy shall also describe prevailing wind and any other conditions at the affected facility that could affect painting. The Contractor shall post signs at all entrances and in all parking areas at the affected facility to indicate that painting is in progress.

14.0 PROJECT RECORD DOCUMENTS

The Contractor shall maintain at the site, available to the Agency and engineer, one copy of the contract documents, drawings, shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These documents shall be delivered in red ink to the engineer upon completion of the work or when requested by engineer as stated in Section L Part 3.0, As-Built Drawings.

At the completion of all work, the Contractor shall furnish the engineer a complete set of as-built drawings marked with red ink. As-built drawings shall be prints of the contract drawings, marked to show all changes, additions, or modifications to the drawings brought about by the construction work and must include the actual vertical and horizontal position, depth, and sizes of utility conduits, elevations and any relocation performed during construction.

During the progress meetings, such record documents shall be reviewed to ascertain that all changes have been recorded as they occur. Final retention will not be released until all such As-builts are submitted and approved as being sufficient for the Agency's purpose.

15.0 CLEANING

Throughout the period of construction the Contractor shall keep the work site free and clean of all rubbish and debris, and shall promptly remove from the site, or from property adjacent to the site of the work, all unused and rejected materials, surplus earth, concrete, plaster, and debris, excepting select material which may be required for refilling or grading.

16.0 FINAL SITE CLEAN-UP

Upon completion of the work, and prior to final acceptance, the Contractor shall remove from the vicinity of the work all plant, surplus material, and equipment belonging to him or used under his direction during construction. Upon completion of construction activities, the Contractor shall return the site to as neat and safe condition as existed prior to mobilization. Wherever applicable, besides general broom cleaning, the following special cleaning shall be performed at completion of the work:

- A.** Marks, stains, fingerprints, and other soil and dirt shall be removed from all work to the satisfaction of the engineer.
- B.** All new equipment shall be cleaned and all stairs, paint spots, and dust shall be removed.

Before the facility goes on-line, all channels, pipes, basins, reservoirs, and tanks shall be cleaned. Where practicable, cleaning shall be by washing down, otherwise broom cleaning will be acceptable.

The Contractor shall touch up or repair finished surfaces on structures, equipment, fixtures, or installations that have been damaged prior to final acceptance. Surfaces on which such touch-up or repair cannot be successfully accomplished shall be completely refinished or in the case of hardware and similar small items, the item shall be replaced.

17.0 WASTE DISPOSAL

The Contractor shall dispose of all surplus materials, waste products, and debris and shall make all necessary arrangements for such disposal. The Contractor shall obtain all required permits and/or written permission from property owner prior to disposing surplus materials, waste products, or debris on private property.

Ditches, washes, or drainage ways shall not be filled if this action may create water control problems.

Disposal operations shall not create unsightly or unsanitary nuisances.

The Contractor shall maintain the disposal site in a condition of good appearance and safety during the construction period. Prior to final acceptance of the work the Contractor shall have completed the leveling and clean-up of the disposal site.

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