EXHIBIT B

AMENDMENT NO. 2
TO
LAND LEASE AND SOLAR EASEMENT

This Amendment No. 2 to Land Lease and Solar Easement (this "**Amendment**") is entered into as of September 4, 2025 (the "**Amendment Effective Date**") by and between The Mission Springs Water District, a County water district, with its principal address at 66575 Second Street, Desert Hot Springs, CA 92240 ("Landlord"), and Trident Mission Springs LLC, a Delaware limited liability company, with its principal address 175 Nortech Parkway, San Jose, CA 95134 ("**Solar Company**"). Landlord and Solar Company are referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Landlord and Solar Company executed that certain Solar Power Purchase Agreement ("PPA") effective as of October 22, 2024, whereby Solar Company agreed to design and install certain Solar Facilities, as provided therein.

WHEREAS, Landlord and Solar Company executed that certain Amendment No. 1 to Solar Power Purchase Agreement ("Amendment No. 1" or together with the PPA the "PPA") dated October 22, 2024, whereby Solar Company and Landlord amended the PPA, as provided therein;

WHEREAS, Landlord and Solar Company executed that certain Land Lease and Solar Easement ("Lease") as of October 22, 2024, whereby Solar Company agreed to lease certain Property for the Solar Facilities, as defined therein, upon the terms and conditions provided therein;

WHEREAS, Landlord and Solar Company executed that certain Amendment No. 1 to Land Lease and Solar Easement ("Amendment to Lease" and together with the Lease, the "Lease") as of October 22, 2024;

WHEREAS, after executing the PPA and Lease, the Parties agreed to reconfigure the Solar Facilities, as that term is defined in the PPA, to move some or all of the capacity from the sites of Wells 24, 27, 29, and 32 to the Little Morongo RES-BCT site;

WHEREAS, after the reconfiguration of the Solar Facilities there are three (3) sites as defined in amended Exhibit "2" to this Amendment consisting of the following:

Sr. No.	Site Name	Solar Facilities Location
1	Horton Wastewater Treatment Plant (WWTP)	14501 Verbena Drive, Desert Hot Springs, CA 92240
2	Nancy Wright Regional Water Reclamation Facility (NWRWRF)	19999 Little Morongo Road, Desert Hot Springs, CA 92240
3	Little Morongo RES- BCT	18995 Little Morongo Road, Desert Hot Springs, CA 92240

WHEREAS, Landlord issued a Limited Notice to Proceed ("LNTP") to Solar Company dated May 28, 2025:

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **EXHIBIT B DESCRIPTION OF THE PREMISES**
   Exhibit B to the Lease is hereby amended and restated in its entirety and replaced with Exhibit B attached to this Amendment No. 2 to the Lease.

2. **EXHIBIT 1**
   Exhibit 1 of the Lease, as set forth in Lease Amendment No. 1 on Page 37, is hereby amended and restated in its entirety and replaced with Exhibit 1 attached to this Amendment No. 2 to the Lease.

3. **EXHIBIT 2**
   Exhibit 2 of the Lease is hereby amended and restated in its entirety and replaced with Exhibit 2 attached to this Amendment No. 2 to the Lease.

4. **EXHIBIT 3**
   Exhibit 3 of the Lease is hereby amended and restated in its entirety and replaced with Exhibit 3 attached to this Amendment No. 2 to the Lease.

5. **EXHIBIT 4**
   Exhibit 4 of the Lease is hereby amended and restated in its entirety and replaced with Exhibit 4 attached to this Amendment No. 2 to the Lease.

6. **EXHIBIT 5**
   Exhibit 5 of the Lease is hereby amended and restated in its entirety and replaced with Exhibit 5 attached to this Amendment No. 2 to the Lease.

7. **EXHIBIT 7**
   Exhibit 7 of the Lease is hereby amended and restated in its entirety and replaced with Exhibit 7 attached to this Amendment No. 2 to the Lease.

8. **In the Lease, Article XI, "MISCELLANEOUS," Section 11.1 "Notices," on Page 19 and Lease Amendment No. 1, Section 20 b. "Notices" on Page 32,** Add under "to Project Company:"

   Paul L. Gumina
   Law Offices of Paul L. Gumina, P.C.
   560 W. Main St., Suite 205
   Alhambra, CA 91801
   Email: paul@westcoastbizlaw.com

I. GENERAL PROVISIONS APPLICABLE TO THIS AMENDMENT

A. No Other Modifications to the Agreement. Except as specifically amended hereby, all terms and provisions contained in the Lease shall remain unchanged and in full force and effect, and each of the Parties hereby ratifies and confirms all such terms and provisions. In the event of a conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall govern.

B. Entire Agreement, Modification, Invalidity. This Amendment and the Lease constitute the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Amendment may be modified only by a writing signed by both Parties. If any provision of this Amendment is found unenforceable or invalid, such provision shall not be read to render this Amendment unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.

C. Governing Law. This Amendment is made in and will be governed by the laws of California, exclusive of its choice of law rules. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party will not be employed in the interpretation of this Amendment.

D. Counterparts. This Amendment may be executed in any number of separate counterparts, which may be delivered electronically, and each counterpart shall be considered an original and together shall comprise the same Amendment. Delivery of an executed counterpart signature page by electronic transmittal (pdf) is as effective as executing and delivering this Amendment in the presence of the other Party to this Amendment.

Except as otherwise provided in this Amendment, all other terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the Amendment Effective Date.

SOLAR COMPANY:
Trident Mission Springs LLC, a Delaware limited liability company

By:_____
Name: Sandipan Bhanot
Title: Managing Member

LANDLORD: Mission Springs Water District, a County water district

By:_____
Name: Brian E. Macy, PE
Title: General Manager

EXHIBIT B

DESCRIPTION OF PREMISES

Exhibit B

Description of the Premises

Site	Coordinates	Address	Assessor's Parcel Numbers
Horton Wastewater Treatment Plant (WWTP)	33.940916, -116.493331	14501 Verbena Drive, Desert Hot Springs, CA 92240	656-050-009, 656-050-007
Nancy Wright Regional Water Reclamation Facility (NWRWRF)	33.910889, -116.529733	19999 Little Morongo Road, Desert Hot Springs, CA 92240	656-360-013, 666-380-016, 666-380-001, 666-380-015, 666-380-002, 666-380-003, 666-380-013, 666-380-014, 666-380-004
Little Morongo RES-BCT	33.912827, -116.528674	18995 Little Morongo Roadd, Desert Hot Springs, CA 92240	666-360-003, 666-360-004, 666-360-006, 666-360-007, 666-360-009, 666-360-010, 666-350-024, 666-350-025

EXHIBIT 1

ENERGY RATE

Exhibit 1

Energy Rate

Energy Rate			
	Little Morongo RES-BCT	**Horton WWTP**	**NWRWP**
Year	**Rate - S/kWh**	**Rate - S/kWh**	**Rate - S/kWh**
1	0.0895	0.115	0.115
2	0.0908	0.1167	0.1167
3	0.0922	0.1185	0.1185
4	0.0936	0.1203	0.1203
5	0.095	0.1221	0.1221
6	0.0964	0.1239	0.1239
7	0.0979	0.1257	0.1257
8	0.0993	0.1276	0.1276
9	0.1008	0.1295	0.1295
10	0.1023	0.1315	0.1315
11	0.1039	0.1335	0.1335
12	0.1054	0.1355	0.1355
13	0.107	0.1375	0.1375
14	0.1086	0.1396	0.1396
15	0.1102	0.1417	0.1417
16	0.1119	0.1438	0.1438
17	0.1136	0.1459	0.1459
18	0.1153	0.1481	0.1481
19	0.117	0.1503	0.1503
20	0.1188	0.1526	0.1526
21	0.1205	0.1549	0.1549
22	0.1224	0.1572	0.1572
23	0.1242	0.1596	0.1596
24	0.126	0.162	0.162
25	0.1279	0.1644	0.1644
26	0.1299	0.1669	0.1669
27	0.1318	0.1694	0.1694
28	0.1338	0.1719	0.1719
29	0.1358	0.1745	0.1745
30	0.1378	0.1771	0.1771

EXHIBIT 2

SOLAR FACILITIES DESCRIPTION

Exhibit 2
Solar Facilities Description

1. **Solar Facilities Location ("Delivery Point")**: Building Electrical System

2. **Solar Facilities Size (DC kW)**:
   a. Based on the final design and engineering process, Solar Company may increase or decrease the size of Solar Facilities by up to 3% without Purchaser's approval.

Sr. No.	Site Name	Solar Facilities Location	Proposed System Size (kW-DC)
1	Horton Wastewater Treatment Plant (WWTP)	14501 Verbena Drive, Desert Hot Springs, CA 92240	388.30
2	Nancy Wright Regional Water Reclamation Facility (NWRWRF)	19999 Little Morongo, Desert Hot Springs, CA 82240	388.30
3	Little Morongo RES-BCT	18995 Little Morongo Road, Desert Hot Springs, CA 92240	3584.63
	Total		**4361.23**

3. **Expected First Year Energy Production (kWh):**
Subject to change based on final design and engineering.

Sr. No.	Site Name	Solar Facilities Location	Expected First Year Energy Production (kWh)
1	Horton Wastewater Treatment Plant (WWTP)	14501 Verbena, Desert Hot Springs CA	783,879
2	Nancy Wright Regional Water Reclamation Facility (NWRWRF)	19999 Little Morongo, Desert Hot Springs CA	783,447
3	Little Morongo RES-BCT	18995 Little Morongo, Desert Hot Springs CA	8657100
	Total		**10,224,426**

4. **Expected Structure:** [ ] Ground Mount [ ] Roof Mount [ ] Canopy [ ] Other

Sr. No.	Site Name	Solar Facilities Location	Proposed System Structure
1	Horton Wastewater Treatment Plant (WWTP)	14501 Verbena, Desert Hot Springs CA	Ground Mount - Fixed
2	Nancy Wright Regional Water Reclamation Facility (NWRWRF)	19999 Little Morongo, Desert Hot Springs CA	Ground Mount - Fixed
3	Little Morongo RES-BCT	18995 Little Morongo, Desert Hot Springs CA	Ground Mount - Tracking

5. **Expected Module(s):** (subject to change at Solar Company's reasonable discretion):

Sr. No.	Site Name	Expected Solar Module Manufacturer Name	Expected Solar Module Model	Expected Solar Module Capacity (Wp)	Expected Solar Module Quantity (Nos)
1	Horton Wastewater Treatment Plant (WWTP)	ZnShine Solar	ZXM7-SHLDD-144-550	550Wp	706
2	Nancy Wright Regional Water Reclamation Facility (NWRWRF)	ZnShine Solar	ZXM7-SHLDD-144-550	550Wp	706
3	Little Morongo RES-BCT	Trina Solar	TSM-NEG19RC.20-605	605Wp	5925
	Total				**7,337**

6. **Expected Inverter(s):** (subject to change at Solar Company's reasonable discretion):

Sr. No.	Site Name	Expected Inverter Manufacturer Name	Expected Inverter Model	Expected Inverter Module Capacity (kW)	Expected Inverter Quantity
1	Horton Wastewater Treatment Plant (WWTP)	Chint Power Systems (CPS)	CPS SCH100KTL-DO/US-480 CPS SCA50KTL-DO/US-480	100kW& 50kW	4
2	Nancy Wright Regional Water Reclamation Facility (NWRWRF)	Chint Power Systems (CPS)	CPS SCA60KTL-DO/US-480	60kW	6
3	Little Morongo RES-BCT	Chint Power Systems (CPS)	CPS SCH100KTL-DO/US-480	100kW	31
	Total				**41**

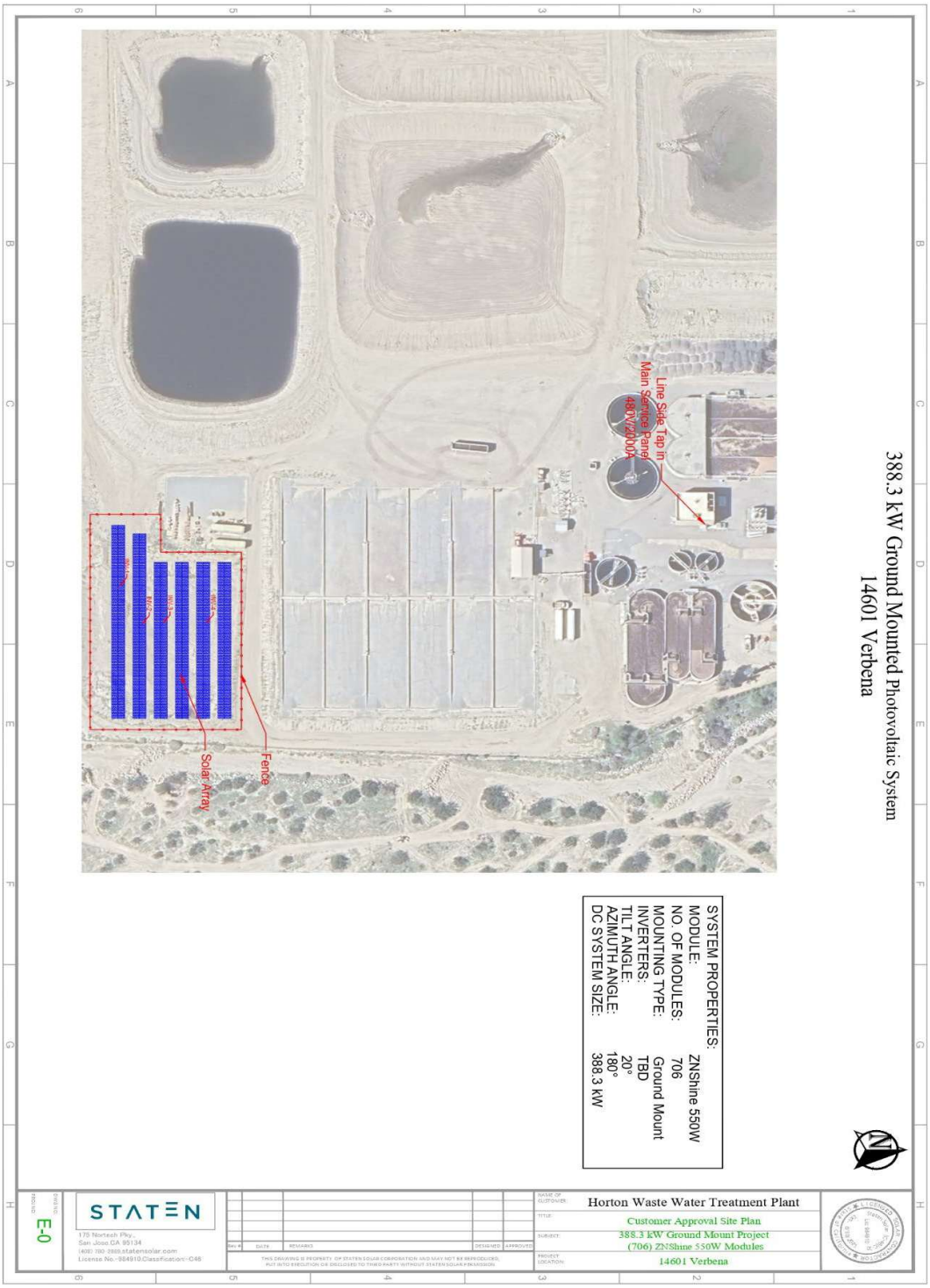
7. **Premises and Solar Facilities Layout**: See Attachment A

8. **Utility:**

Sr. No.	Site Name	Utility Name
1	Horton Wastewater Treatment Plant (WWTP)	SCE
6	Nancy Wright Regional Water Reclamation Facility (NWRWRF)	SCE
7	Little Morongo RES-BCT	SCE

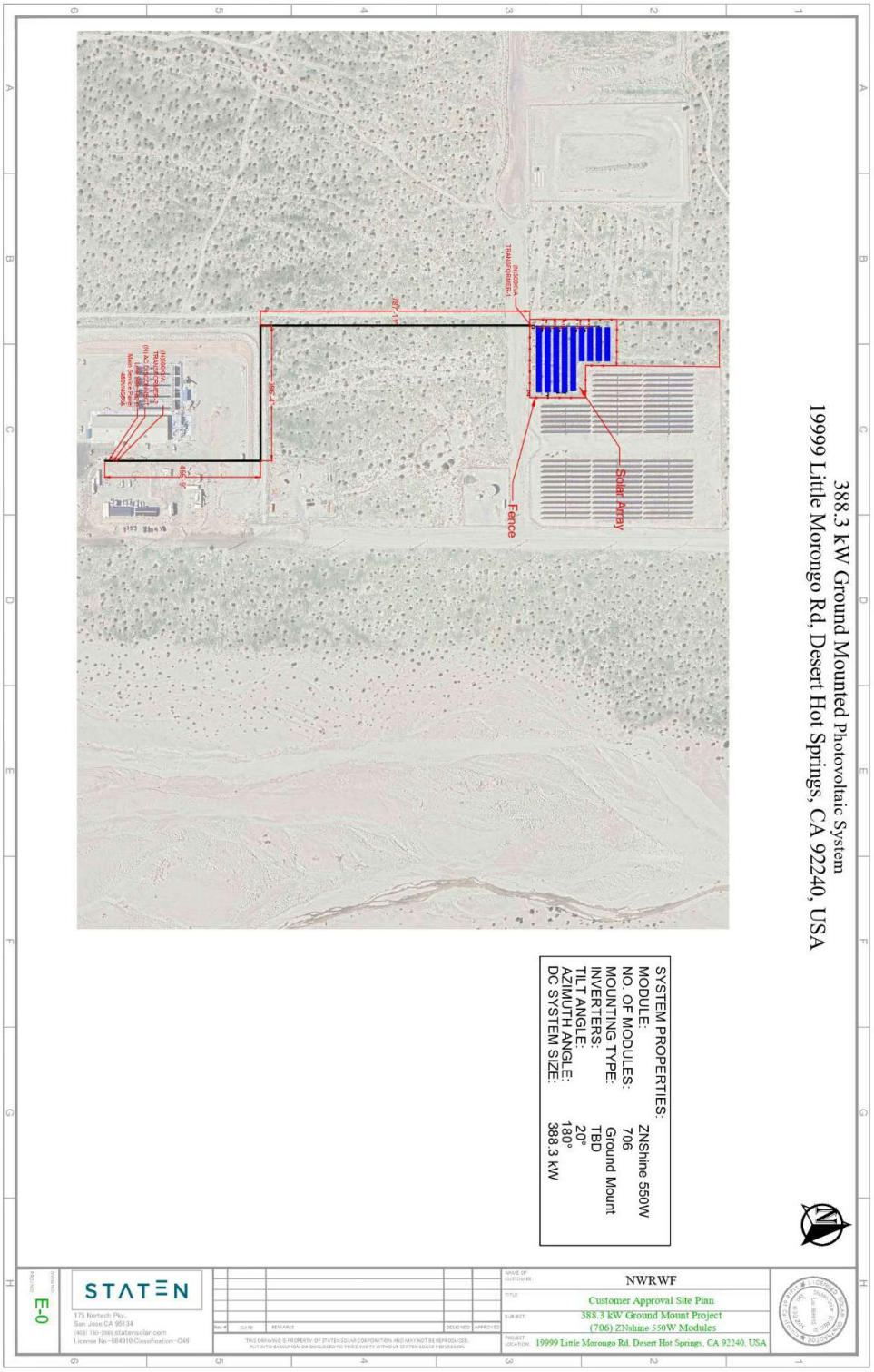
Attachment A to Exhibit 2
Premises and Solar Facilities Layout

1. Horton WWTP



Attachment A to Exhibit 2
Premises and Solar Facilities Layout

6. Nancy Wright Regional Water Reclamation



Attachment A to Exhibit 2
Premises and Solar Facilities Layout

7. Little Morongo RES-BCT

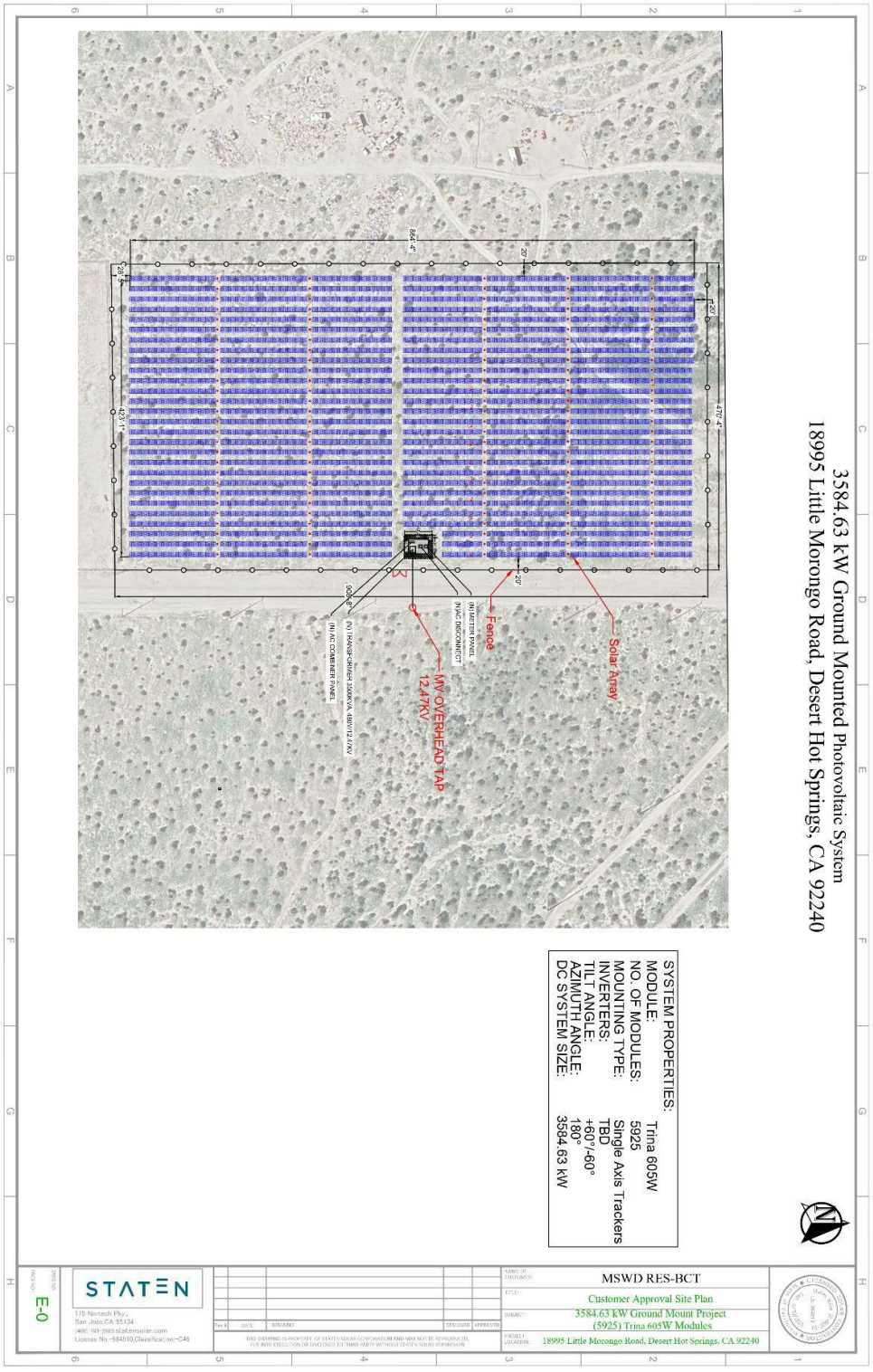


EXHIBIT 3

TERMINATION PAYMENT

Exhibit 3

Termination Payment

	Little Morongo RES-BCT	Horton WWTP	NWRWP
Year	Termination Value $		
1	$ 14,671,479	$ 1,636,391	$ 1,643,762
2	$ 13,156,592	$ 1,467,959	$ 1,474,482
3	$ 11,634,300	$ 1,298,724	$ 1,304,393
4	$ 10,103,612	$ 1,128,610	$ 1,133,381
5	$ 8,563,829	$ 957,432	$ 961,368
6	$ 7,013,909	$ 785,175	$ 788,238
7	$ 6,961,001	$ 779,747	$ 782,715
8	$ 6,895,670	$ 772,945	$ 775,813
9	$ 6,816,709	$ 764,625	$ 767,396
10	$ 6,722,612	$ 754,644	$ 757,292
11	$ 6,698,287	$ 752,155	$ 754,697
12	$ 6,673,319	$ 749,590	$ 752,005
13	$ 6,638,718	$ 745,950	$ 748,227
14	$ 6,593,278	$ 741,097	$ 743,224
15	$ 6,535,640	$ 734,876	$ 736,839
16	$ 6,378,016	$ 717,807	$ 719,544
17	$ 6,189,293	$ 697,448	$ 698,769
18	$ 5,974,032	$ 673,690	$ 674,987
19	$ 5,728,812	$ 646,602	$ 647,803
20	$ 5,451,699	$ 616,066	$ 616,990
21	$ 5,138,973	$ 581,452	$ 582,111
22	$ 4,788,171	$ 542,460	$ 542,873
23	$ 4,393,066	$ 498,392	$ 498,558
24	$ 3,951,170	$ 448,937	$ 448,865
25	$ 3,461,407	$ 393,901	$ 393,618
26	$ 2,908,880	$ 330,876	$ 331,151
27	$ 2,290,769	$ 261,317	$ 261,339
28	$ 1,603,659	$ 183,634	$ 183,603
29	$ 844,295	$ 96,815	$ 96,772
30	-	-	-

EXHIBIT 4

PERFORMANCE GUARANTEE

Exhibit 4

Performance Guarantee

Each Solar Facility will produce the Expected Energy set forth below and the actual electric energy generated by a Solar Facility ("**Actual Generation**") will not be less than 90% of Expected Solar Energy Production for such Solar Facility ("**Guaranteed Electricity Production**"). "**Expected Solar Energy Production**" means the Expected Energy of a Solar Facility during the Guarantee Period (as defined below) after adjustment for measured metrological conditions per the Weather Adjustment/variance and as adjusted as described under "Adjustment of Expected Energy" below. To calculate the Guaranteed Electricity Production, Solar Company will provide Purchaser with an Annual Energy Report. The Annual Energy Report shall be for the 12-month period beginning on the first day of the month immediately following the Commercial Operation Date and end on the last day of the 12th month thereafter, and shall be prepared for each subsequent 12-month period thereafter during the Term. Based on the Annual Energy Report, Solar Company will take commercially reasonable action consistent with Good Solar Industry Practices to address shortfalls in output. A "shortfall in output" is defined as electric energy generation by a Solar Facility of less than the Guaranteed Electricity Production for such Solar Facility during the 12-month period covered by an Annual Energy Report (each a "**Guarantee Period**"). Actions may consist of repairs, adding panels, additional cleanings, etc.

The first Guarantee Output Calculation and Guarantee Payment will be based on a three-year average, and will occur every three years thereafter during the Term of the Solar Power Purchase Agreement, starting at the end of the third year.

To calculate the 90% threshold during each Guarantee Period, the Actual Generation of each Solar Facility during such Guarantee Period will be compared to the Guaranteed Electricity Production for such Solar Facility for such period. Any excess energy produced in any given year can be applied to successive years within an individual 3-year Guarantee Period. Excess energy from one Guarantee Period cannot be applied towards shortfalls in kWh production in subsequent Guarantee Periods.

Guaranteed Output Calculations:

- Solar Company shall calculate the Annual Deficit for each Guarantee Period during the Term:

  Annual Deficit = (Guaranteed Electricity Production x Weather Adjustment) - Actual Generation
- Where "Weather Adjustment" means the following ratio:

$$\frac{\textbf{Simulated energy in a Measured Metrological Year}}{\textbf{Simulated energy for a standard Metrological Year}}$$

- For each Guarantee Period, the Provider shall calculate the Annual Deficit.

Guarantee Payment:

- At the end of each True-up Period of Three Years:
  - (i) if the ∑ Annual Deficits > 0, then Solar Company shall pay to Purchaser an amount equal to the product of (i) the Annual Deficit and (ii) the Blended Energy Price per kWh for each Guarantee Period, with each product then aggregated for the Guarantee Periods comprising such True-Up Period.
  - (ii) Solar Company shall, by invoice, promptly notify Purchaser of any Guarantee Payment due. A Guarantee Payment shall be payable within thirty (30) calendar days after the date of such invoice.

(iii) Solar Company shall provide Purchaser with a report detailing the calculations set forth in the "Guaranteed Output Calculations" and the "Guarantee Payment" Sections of this Performance Guarantee. This report shall contain sufficient information for Purchaser to be able to determine the accuracy of Solar Company's conclusion as the amount, if any, of Guarantee Payment.

Blended Energy Price: Blended rate is shown in the Table below.

Year	NEM2 Sites	RES-BCT Site
1	$0.0476	$0.0262
2	$0.0490	$0.0267
3	$0.0505	$0.0273
4	$0.0520	$0.0278
5	$0.0536	$0.0284
6	$0.0552	$0.0289
7	$0.0568	$0.0295
8	$0.0585	$0.0301
9	$0.0603	$0.0307
10	$0.0621	$0.0313
11	$0.0640	$0.0319
12	$0.0659	$0.0326
13	$0.0679	$0.0332
14	$0.0699	$0.0339
15	$0.0720	$0.0346
16	$0.0742	$0.0353
17	$0.0764	$0.0360
18	$0.0787	$0.0367
19	$0.0810	$0.0374
20	$0.0835	$0.0382
21	$0.0860	$0.0389
22	$0.0886	$0.0397
23	$0.0912	$0.0405
24	$0.0939	$0.0413
25	$0.0968	$0.0421

Actual Generation Measurement:

The process for measuring Actual Generation for each Guarantee Period shall be:

- **Initial Output Data Collection**. During the Term, Solar Company will collect energy output data using its Data Acquisition System. For each Guarantee Period, Solar Company will sum the daily kWh output provided by the DAS to calculate the Actual Generation for such Guarantee Period.
- **Equipment Calibration and Replacement**: Solar Company may request to have the meteorological equipment independently calibrated or replaced at its own expense every eighteen to thirty months. Solar Company shall notify Purchaser of the scheduled calibration date and time no less than 30 days prior and shall provide Purchaser with written proof of calibration or replacement.
- **Contingency for Equipment Failure:** In the event of hardware, communication, or other failure affecting the DAS, Solar Company will make commercially reasonable efforts to resolve

the failure in a timely manner. If data is lost, Actual Generation shall be adjusted to compensate for such lost data, which shall be Solar Company's sole liability, and Purchaser's exclusive remedy, for any Guaranteed Output arising from any equipment failure or lost data relating to the DAS:

- In lieu of lost meteorological data, Solar Company will assume Standard operation.
- In lieu of lost electricity data, and Solar Company has adequately demonstrated that the Solar Facilities have generated energy, Solar Company will utilize the cumulative data from Solar Facilities meter readings to calculate the electricity generated during the missing interval. If data from the Solar Facilities' meter is inaccurate or missing, Solar Company will simulate electricity production during the missing interval utilizing measured meteorological data and PVsyst. The simulated electricity production during the missing interval will be added to the Actual Generation for the subject Guarantee Period.

Adjustment of Expected Energy:

Guaranteed output levels shall be adjusted as part of the Construction Document Phase of design. This revised number will be developed based on the final Solar Facilities design agreed on by both Solar Company and Purchaser. Annual guaranteed output levels shall be normalized to account for variance between actual weather conditions and those assumed in the output modeling (PVSyst) used as the basis for the Performance Guarantee.

If, and to the extent, any of the following events results in a change in the production of electricity by the Solar Facilities, Expected Energy shall be adjusted correlatively for the period of such change:

1. There is a material change in solar access or irradiance causing shading such as added trees or structures.
2. The equipment, including any modules, inverters, racking or structure, transformers, switchgear, panelboards combiner boxes or monitoring equipment suffers a manufacturers defect to the extent more than 5% of the Solar Facilities equipment is out of service for a period greater than thirty (30) days and requires replacement, provided that Solar Company used its commercially reasonable efforts to remedy the equipment with the respective manufacturer;
3. There is any curtailment, reduction, or adjustment to the Solar Facilities, or failure of the Solar Facilities to perform, whether foreseen or unforeseen, as a result of any legislation, regulation, administrative or executive order, requisition or any other action by any (i) federal, state or local Governmental Authority, (ii) local utility or public utilities commission; or (iii) independent system operator or regional transmission organization;
4. There is an event of Force Majeure;
5. There is any change in usage of our structures on any of the Premises, or buildings at or near any of the Premises, which causes additional shading, soiling, or otherwise reduced performance of the Solar Facilities;
6. There is a Breach of the Land Lease and Solar Easement or Solar Power Purchase Agreement by Purchaser or its successor that affects Solar Company's ability to perform its obligations under those agreements; and/or
7. There is an Excusable Event as defined in the Solar Power Purchase Agreement.

	Little Morongo RES-BCT	Horton WWTP	NWRWP
Year	Expected Energy kWh		
1	8,657,100	783,879	783,447
2	8,613,815	779,960	779,530
3	8,570,745	776,060	775,632
4	8,527,892	772,180	771,754
5	8,485,252	768,319	767,895
6	8,442,826	764,477	764,056
7	8,400,612	760,655	760,235
8	8,358,609	756,851	756,434
9	8,316,816	753,067	752,652
10	8,275,232	749,302	748,889
11	8,233,856	745,555	745,144
12	8,192,686	741,827	741,419
13	8,151,723	738,118	737,712
14	8,110,964	734,428	734,023
15	8,070,409	730,756	730,353
16	8,030,057	727,102	726,701
17	7,989,907	723,466	723,068
18	7,949,957	719,849	719,452
19	7,910,208	716,250	715,855
20	7,870,657	712,669	712,276
21	7,831,303	709,105	708,714
22	7,792,147	705,560	705,171
23	7,753,186	702,032	701,645
24	7,714,420	698,522	698,137
25	7,675,848	695,029	694,646

EXHIBIT 5

SPECIFICATIONS

EXHIBIT 5

SPECIFICATIONS

These Specifications include:

I. **Specifications from the RFP**

II. **Addendums to the RFP**

III. **Proposal Inclusions, Assumptions, and Exclusions**

Section 1: RFP Specifications and subsequent modifications

PART 1 OVERVIEW

1.1 All installations must be completed to ensure that the District qualifies for NEM2 at Horton and Nancy Wright site (collectively "NEM2 Sites").

1.2 Interconnection applications have been completed and are included on the portal For NEM2 Sites.

1.3 Design, install, and operate the new PV systems.

1.4 Prevailing Wages are required. See Exhibit 3 for Public Works Contractor Registration Certification.

1.5 The District is self-certifying for permits.

1.6 The District will retain ownership of all environmental attributes of the energy systems (Renewable Energy Credits (RECs), Carbon Credits, etc.)

1.7 The vendor will be responsible for all operations and maintenance of the PV system for the life of the PPA. Operations and Maintenance will include system operation, repair, warranty replacement, weed control (Roundup is not allowed), security, system output, etc.

1.8 At the end of the PPA term, the District will have the option of extending the PPA, purchasing the system at fair-market-value, or having the PV systems removed and the facilities returned to pre-existing conditions, at no cost to the District.

1.9 Sample geotechnical reports are available on the Bid Portal. The matrix below shows which report should be used as a basis for preliminary design at each site. No allowance shall be made for any additional costs incurred by the Respondent due to geotechnical conditions unless they are demonstrably different than the sample report.

Geotechnical Report Name (PDF)	Proposed Solar Site Association	Distance to Solar Site
Horton WWTP Geotechnical Investigation Report - 11.2007	Horton WWTP	Adjacent within 200 feet
Well 33 Geotechnical Report_9.2004	RES-BCT & NWRWRF	Adjacent within 300 feet
Solar Site REPORT_GEOTECHNICAL_09SEPT 16	RES-BCT & NWRWRF	Adjacent within 100 feet

PART 2 SUBMITTALS

2.1 SUBMITTALS DUE WITH EXECUTION OF THE AGREEMENT:

A General Liability insurance certificate with endorsement

B Automobile Liability insurance certificate with endorsement

C Executed Workers Compensation Certification

2.2 PRE-CONSTRUCTION SUBMITTALS

A Solar Company shall provide a Due Diligence and construction schedule within 14 calendar days of execution.

B 60% and 90% detailed drawings for review and comment by the District.

C Stamped permit set with Professional Engineer (registered in the State of California) verification that the systems and the mounting structures and details will meet all local applicable seismic and wind-load requirements per the Specification, for review and approval.

D Fire jurisdiction approval for fire access.

2.3 POST CONSTRUCTION SUBMITTALS

A As-built drawings showing the final placement of all combiner boxes, connections, and conduit placement, electrical plans, including three-line diagrams, and elevation drawings showing the final placement of the electrical equipment.

B Copies of all start-up procedure measurements.

C Copies of all testing data and reports.

D Copies of Utility operation Approval.

E Lien releases from all subcontractors.

PART 3 WARRANTIES

3.1 VENDOR WARRANTY

A The vendor is responsible for ensuring that the systems operate as designed for the term of the agreements.

B All repairs shall be completed in a timely fashion, including, but not limited to, failed panels, inverter issues, visual damage, etc.

C As part of system monitoring, the Contractor will notify the District staff within 15 days of performance shortfalls greater than 10% of expectations at any individual site.

3.2 All materials used in the construction of the system shall be warranted against degradation for the life of the equipment.

3.3 QUALITY ASSURANCE

A All generating equipment shall be certified by Underwriter Laboratories (UL). The system shall be comprised of UL listed components or in cases where a UL listed component is not available, the component shall be listed by another OSHA recognized National Recognized Testing Laboratory (NRTL).

B All installations shall meet or exceed Cal-OSHA requirements for equipment access.

C The installation shall not void the warranty or UL Listing of any existing equipment or electric panels

PART 4 CONTRACTOR EXPERIENCE

4.1 Installation Contractor must hold appropriate licenses, and be approved by the Manufacturer to install the system.

4.2 Subcontractors must hold licenses in the appropriate disciplines.

4.3 Electrical work will be completed by a licensed electrical contractor.

PART 5 MATERIALS SPECIFICATION

5.1 GENERAL

A The Work shall include all materials, labor, equipment, fencing, trenching, paving, electric panels, breakers, services, and incidentals necessary to install a complete PV system including, but not limited to, the work included in this Specification.

B At a minimum, the Project shall consist of the design, supply, and installation of equipment, mounting structures, terminal and combiner boxes, DC wiring, DC disconnect, grid-connected inverter, AC disconnect, AC wiring, and all utility grade metering equipment, all designed to interconnect with the buildings' electrical systems.

C It is the Contractor's responsibility to review all available drawings and visit the jobsite to collect and document existing conditions and determine conduit and wiring runs. The Contractor is also responsible for identifying all underground obstructions in the working area via a District approved Underground contractor. The District will support the Contractor by providing all available drawings and institutional knowledge that is available. No allowance shall be made for any additional costs incurred by the Contractor due to failure to properly understand site conditions.

D The Contractor must provide Civil and Structural engineering analysis and documentation, stamped and signed by a Civil or Structural Engineer registered in the State of California, certifying that the mounting structures can support any loads

resulting from local applicable seismic and wind-load activity. A Professional Engineer in the appropriate discipline must stamp all relevant drawings. All mounting canopies shall have a safety factor of at least 1.5.

E Complete all required utility paperwork for the interconnection agreements.

F All current California Building Codes and all other applicable codes shall apply.

G The systems shall be designed to meet all local applicable seismic and wind-load requirements.

H The Contractor is responsible for securing, and for compliance with, all permits (building, fire, etc), final sign off, and final utility sign off.

I Commission the system per manufacturer's requirements and provide documentation of proper operation.

J All components are to be new and direct from the manufacturer; no used or refurbished materials are permitted.

K All materials that are used outdoors shall be sunlight and UV resistant.

L Materials shall be designed to withstand the temperatures to which they are exposed.

M Dissimilar materials should be isolated from one another using non-conductive shims, washers, or other methods.

N Any materials, equipment, or workmanship that is found defective, based on the acceptance tests or for any other reason, shall be reported to the Engineer. Defective material, equipment, and workmanship shall be replaced.

O Metals shall be hot dipped galvanized steel, anodized aluminum, and stainless steel.

P Aluminum shall not be placed in direct contact with concrete materials.

Q Only grade 316 or better stainless steel fasteners shall be used.

R All external electrical conduits shall be rigid schedule 40, galvanized and unpainted.

S All electrical equipment shall be rated for the current and voltage ratings necessary for the application.

T All required over-current protection devices will be included and accessible for maintenance. Each shall have trip ratings no greater than the de-rated amperage of the conductor it protects.

U Drainage – The construction shall not adversely affect water drainage.

5.2 PANEL MOUNTING SYSTEMS

A All systems shall meet the requirements of the all California Building Codes.

B PV module Exhibit must be four-point equally distributed over the frame

5.3 MODULES

A Only Bloomberg Tier 1 rated panels.

B If panels are manufactured in China, provide certification that the panels meet US

"Withhold Release Order" requirements for imports from China.

C Photovoltaic modules shall be tested in the factory for design performance.

5.4 INVERTER

A PV Inverter shall be SMA Sunny Tri-power or equal.

B The array shall have a dedicated inverter(s) with optimized performance.

C Installation shall meet all applicable UL 1741, IEEE Standard 929-2000 and standard 519, California electric code, and the latest applicable ANSI and FCC standards and addenda dated prior to the award of the purchase order for this procurement.

5.5 ELECTRICAL ENCLOSURES AND BOXES

A Exterior enclosures and boxes at the wastewater plants shall be minimum 14 gauge type 316 stainless steel with seams continuously welded and ground smooth, and fast access door latches. Exterior enclosures and boxes at other locations do not need to be stainless.

B Interior enclosures and boxes shall be minimum 14 gauge NEMA 3R.

C Outer doors shall have provisions for locking enclosure with standard padlocks.

D A copper ground bus shall be provided in each enclosure or cabinet. It shall have provisions for connecting a minimum of ten grounding conductors.

E Provide thermoplastic data pockets mounted on inside door. The As-Built drawings for the electrical enclosure shall be placed in a watertight plastic wrap and shipped with the enclosure to the jobsite.

5.6 CONDUIT

A All exposed conduit shall be unpainted, schedule 40 Rigid galvanized, meeting NEMA/ANSI C80.3 and UL 797 standards.

5.7 WIRE

A Wire shall be Class B stranded.

B Insulation of all conductors and cables shall be rated for the voltage of the system.

C Insulation type shall be moisture and heat resistant thermoplastic THWN, rated 90°C in dry locations and 75°C in wet locations, for #8 AWG and smaller. For #6 AWG and larger insulation shall be type XHHW.

D Wire identification - all wires, field and interior (non-field) to equipment, shall be identified with machine permanent ink printed sleeve markers or clip-on markers covered with clear plastic heat shrinkable tubing. Hand lettered wire labels are not acceptable and shall be replaced at the Contractor's expense. All wires that are electrically the same (connected to common termination points) and do not pass through a contact or other switching device shall have the same wire identification. The wire labeling code for each end of the same wire shall be identical. Tubing shall be sized for the wire and shrunk into place with the properly sized heat gun.

5.8 CIRCUIT BREAKERS

A Circuit Breakers shall be of the indicated type, providing ON, OFF and TRIPPED

positions. Circuit breakers shall be quick make, quick break with thermal magnetic action and shall be compatible with existing breaker panel at the power feed facility. The use of tandem or dual circuit breakers in normal single pole space to provide the number of poles or spaces specified are not acceptable. All multiple-pole circuit breakers shall be designed so that an overload on one pole automatically causes all poles to open. Circuit breakers shall be manufactured by Square D or approved equivalent. Breakers shall be sized and have the minimum interrupting capacity as required.

5.9 FENCING

A All systems will be fenced.

B Provide security fencing where it does not exist.

C Six feet chain link with a double strand of barbed wire.

D Provide a 20-foot double opening gate.

E Allow 12 feet between the fence and the PV system.

5.10 CONCRETE

A Concrete shall conform to Caltrans standard specification for class 2 concrete.

B Concrete mix must exceed the compressive strength requirements of ASTM C387.

C Type I Portland cement must be used.

D Aggregate shall be hard, durable, selected, graded, and free from foreign materials.

E Water shall be potable and free from foreign materials in amounts harmful to the concrete and embedded steel.

F Utilize standard designs incorporating mixtures that facilitate the workability, curing, and strength.

G Forms shall be sized to minimize air pockets and maximize strength.

PART 6 INSTALLATION SPECIFICATION

6.1 GENERAL INSTALLATION REQUIREMENTS

A Clear and grade as necessary.

B All safety, electric, building, and labor code requirements at the national, state, and local levels shall be met.

C The installations shall be completed in a “workman like manner.” The areas shall be kept clean and free of obstructions at all times.

D The installations shall be completed per each manufacturer’s installation manual.

E All electrical connections and terminations shall be fully tightened, secured, and strain relieved as appropriate.

F All mounting equipment shall be installed to the manufacturer’s specifications.

G All cables, conduit, exposed conductors, and electrical boxes should be secured and supported according to code requirements.

H All applicable environmental regulations shall be met.

I System switching and metering equipment shall have convenient access for resetting or repair during electrical outages, and regular monitoring for data retrieval.

J The Contractor shall employ personnel that are skilled and experienced in the installation and connection of all elements, equipment, devices, instruments, accessories, and assemblies. All installation labor shall be performed by qualified personnel who have had experience on similar projects. The Contractor must provide first class workmanship for all installations.

K Ensure that all equipment and materials fit properly in their installations.

L Perform any required work to correct improper installations at no additional expense to the Customer.

M The Customer's Engineer reserves the right to halt any work that is found to be substandard or being installed by unqualified personnel.

N The installations shall be completed with minimal impact on the environment.

O All waste will be disposed of offsite.

6.2 COORDINATION

A District will be responsible for hiring and paying all inspectors, including any special inspectors.

B District will be responsible for paying for inspections and any required Building, Mechanical, and Electrical Permits.

C Temporary utilities are to be provided by District at no cost, as available.

D District will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces.

E Work will be performed during normal work hours; no overtime hours are included in the Contract Amount.

F Shutdowns will be scheduled at times of low facility operation as reasonably determined by the District; provided that the shutdown is scheduled within two (2) weeks of the time provided on the most recent Project Schedule.

G The contractor shall provide a daily update via email and shall participate in a weekly onsite meeting with District staff.

H The Contractor shall coordinate the electrical work with the other trades, code authorities and Engineer (District's engineer or representative); with due regard to their work, towards promotion of a rapid completion of the Project. If any cooperative work must be altered due to lack of proper supervision of such, or failure to make proper provisions, then the Contractor shall bear expense of such changes as necessary to be made in work of others.

I The Contractor shall cease work at any particular point, temporarily, and transfer operations to such portions of work as directed, when in the judgment of the Engineer it is necessary to do so.

J The Contractor shall schedule all the required work with the Engineer, including each

shutdown period. Each shutdown shall be implemented to minimize disruption of the existing operations. The Work to be provided under this Contract shall not disrupt any of the existing operations without prior approval.

1 The Contractor shall not have any unscheduled shutdowns.

2 Carry out scheduled shutdowns only after the time, date, and sequence of work proposed to be accomplished during shutdown has been favorably reviewed by the Engineer. Submit shutdown plans at least 2 days in advance of when the scheduled shutdown is to occur.

3 The Engineer reserves the right to delay, change, or modify any shutdown at any time, at no additional cost to the Customer, when the risk of such a shutdown would jeopardize the operation of the facility.

6.3 SUPERVISION

A The Contractor shall schedule all activities, manage all technical aspects of the project, coordinate submittals and drawings, and attend all project meetings.

B The Contractor shall supervise and coordinate all work to insure each phase of the project, submittal, delivery, installation, and acceptance testing, etc. is completed within the allowable scheduled time frames.

C The Contractor shall be responsible for obtaining, preparing, completing, and furnishing all paper work, which shall include transmittals, submittals, forms, documents, manuals, instructions, and procedures.

6.4 SPECIAL INSPECTIONS

A All work or materials covered by the Contract documents shall be subject to inspection at any and all times by the applicable Engineer. If any material does not conform to the Contract documents, or does not have a favorably reviewed submittal status; then the Contractor shall, within three days after being notified by the Engineer, remove said material from the premises; and if said material has been installed, the entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the Contractor.

B The Contractor shall give the Engineer 10 working days' notice of the dates and time for inspection. Date of inspection shall be as agreed upon by the Contractor, Operations Manager and Engineer.

C Work shall not be closed in or covered over before inspection and approval by the Engineer. All costs associated with uncovering and making repairs where non-inspected work has been performed shall be borne by the Contractor.

D The Contractor shall cooperate with the Engineer and provide assistance at all times for the inspection of the electrical system under this Contract. The Contractor shall remove covers, provide access, operate equipment, and perform other reasonable work that, in the opinion of the Engineer, will be necessary to determine the quality and adequacy of the work.

E The permitting authority shall be notified to perform required inspection either prior to or concurrent with Engineer's inspection in the close out process.

F Before request for final inspection is made, the Contractor shall submit to the

Engineer in writing, a statement that the Contractor has made his own thorough inspection of the entire project, enumerating punch list items not complete and that the installation and testing is complete and in conformance with the requirements of this Section.

G The Owner's Engineer may arrange for a facility inspection by Cal-OSHA Consultation Service at any time. The Contractor shall make the necessary corrections to bring all work in conformance with Cal-OSHA requirements, all at no additional cost to the Customer.

H Contractor will be Responsible for any Additional Cost for Overtime, Weekend Overtime or Differential Time, Expenses for Inspection of Defective Work that has to be re-inspected.

6.5 JOB CONDITIONS

A The Contractor shall make all arrangements and pay the costs thereof for temporary services required during construction of the project, such as temporary electrical power. Upon completion of the project, remove all temporary services, equipment, material and wiring from the site as the property of the Contractor.

B The normal outdoor, not in direct sunlight, ambient temperature range of the job site will vary between 5 to 115 degrees Fahrenheit. All equipment shall be rated to operate in these temperature ranges or provisions for adequate heating and cooling shall be installed, at no additional cost to Customer.

6.6 SAFETY

A Testing shall conform to the respective manufacturer's recommendations. All manufacturers' safety precautions shall be followed.

B The procedures stated herein are guidelines for the intended tests, the Contractor shall be responsible to modify these tests to fit the particular application and ensure personnel safety. Absolutely no tests shall be performed that endanger personal safety.

C The Electrical Contractor shall have two or more Electricians present at all electrical field tests.

D California Electrical Safety Orders (ESO) and Occupational Safety and Health Act (OSHA): The Contractor is cautioned that testing and equipment shall comply with ESO and OSHA as to safety, clearances, padlocks and barriers around electrical equipment energized during testing.

E Field inspections and pre-energization tests shall be completed prior to applying power to equipment.

PART 7 METERS, MONITORING, AND DATA AQUISITION

7.1 PV DATA ACQUISITION SYSTEM (DAS)

A The District shall have access to the full functionality of the DAS. The DAS shall include instrumentation (with a stability < 2% change over a one year period) that allows the measurement of`:

1 Ambient temperature - accuracy ± 2°C

2 PV module temperature - accuracy ± 2°C

3 Wind speed - starting threshold 2.98 mph & accuracy < 5%

4 Plane of array solar irradiation (accuracy ±5%)

5 A Net Energy package with the ability to monitor the energy used by the facility in all utility time-of-use periods.

6 Monitoring must provide string level output and alarms.

7 Inverter level monitoring.

B All measurement equipment must be “revenue” grade.

C The DAS shall capture and store data on 15-minute intervals.

PART 8 PROJECT CLOSEOUT

8.1 CLEANING AND TOUCH-UP

A Clean all work areas and remove any debris.

B Prior to startup and completion of the work, and subsequent to final acceptance, all parts of the installation, including all equipment, exposed conduit, devices, and fittings shall be cleaned and given touch up by Contractor as follows:

1 Remove all grease and metal cuttings.

2 Any discoloration or other damage to parts of the building, the finish, or the furnishings shall be repaired. Thoroughly clean any exposed work requiring repairs.

3 Vacuum and clean the inside of all panel and electrical enclosures.

4 Clean all above and below ground pull boxes and junction boxes from all foreign debris prior to final acceptance.

5 Paint all scratched or blemished surfaces with the necessary coats of quick drying paint to match adjacent color, texture, and thickness. This shall include all primed painted electrical equipment, including enclosures, panels, poles, boxes, devices, etc.

6 Repair damage to factory finishes with repair products recommended by Manufacturer.

7 Repair damage to PVC or paint finishes with matching touchup coating recommended by Manufacturer.

8.2 FINAL ACCEPTANCE

A Final acceptance will be given by the District Engineer after the equipment has passed the final acceptance trial period of one month, each deficiency has been corrected, final documentation has been provided, and all the requirements of design documents have been fulfilled.

B Upon completion of the project, prior to final acceptance, remove all temporary services, equipment, material, and wiring from the site.

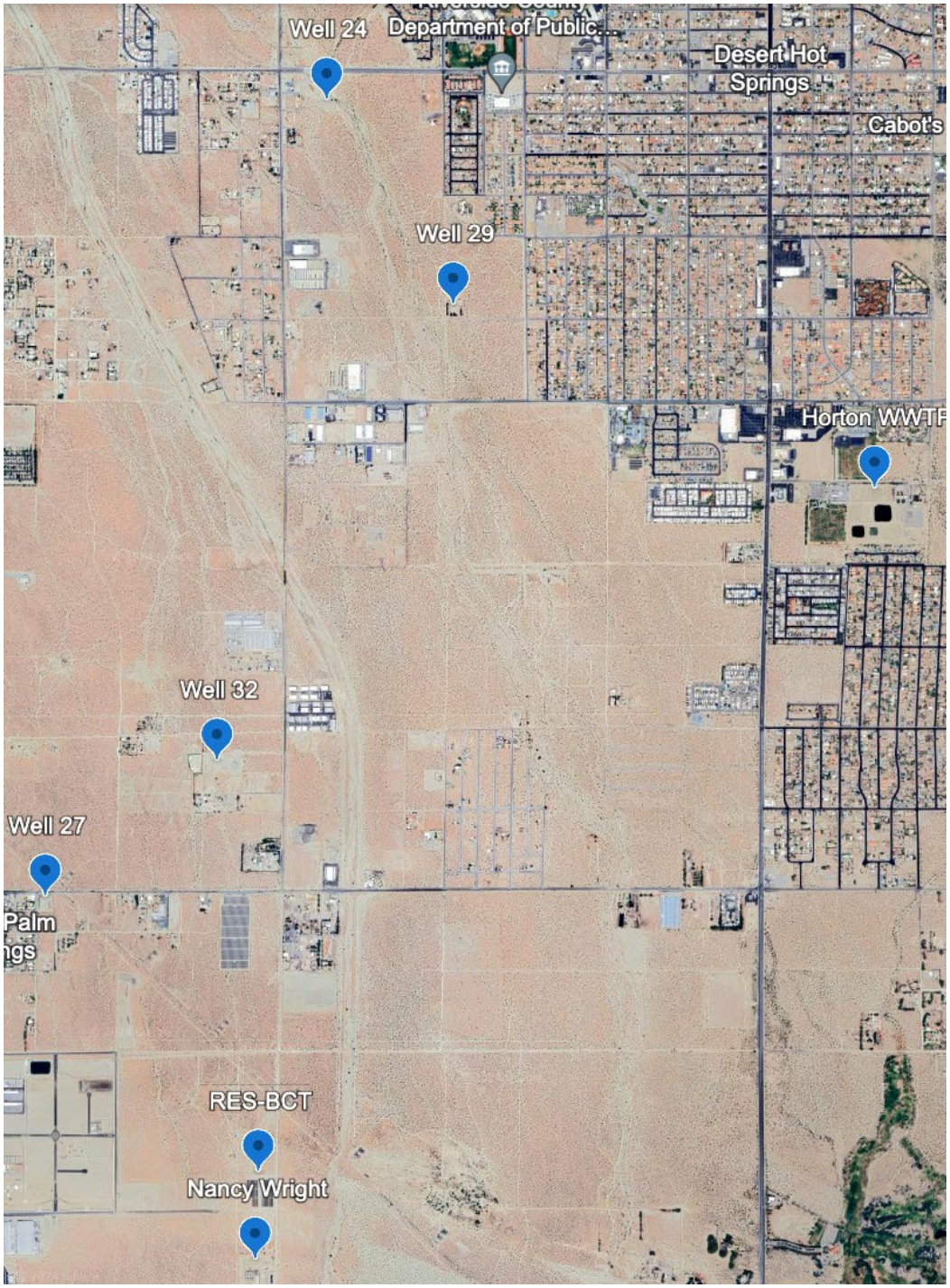
C Acceptance by Engineer shall be based on:

1 All operational tests performed to the satisfaction of Engineer.

2 Receipt of all final documentations listed above.

Attachment 1 to the Specification (Exhibit 5 of the PPA)

PV System Site Layouts



Site Name	Address	Annual kWh Usage
Horton WWTP	14601 Verbena	1,835,706
Nancy Wright Regional Water Reclamation	19999 Little Morongo	New
Little Morongo RES-BCT	18995 Little Morongo	6,314,820

Notes that apply to all Sites

1. All installations are ground mounted.
2. 6’ of access space is required on each side of water supply lines
3. Well heads require a minimum of 20’ of clearance on all sides/
4. Pond areas cannot be filled, but arrays could be installed elevated above pond areas.
5. Existing access roads must not be encroached upon.
6. Indicated installation areas are for guidance only. Use more or less space as needed, considering clearance issues.
7. All meter/interconnection locations are to be confirmed by the PPA Vendor.

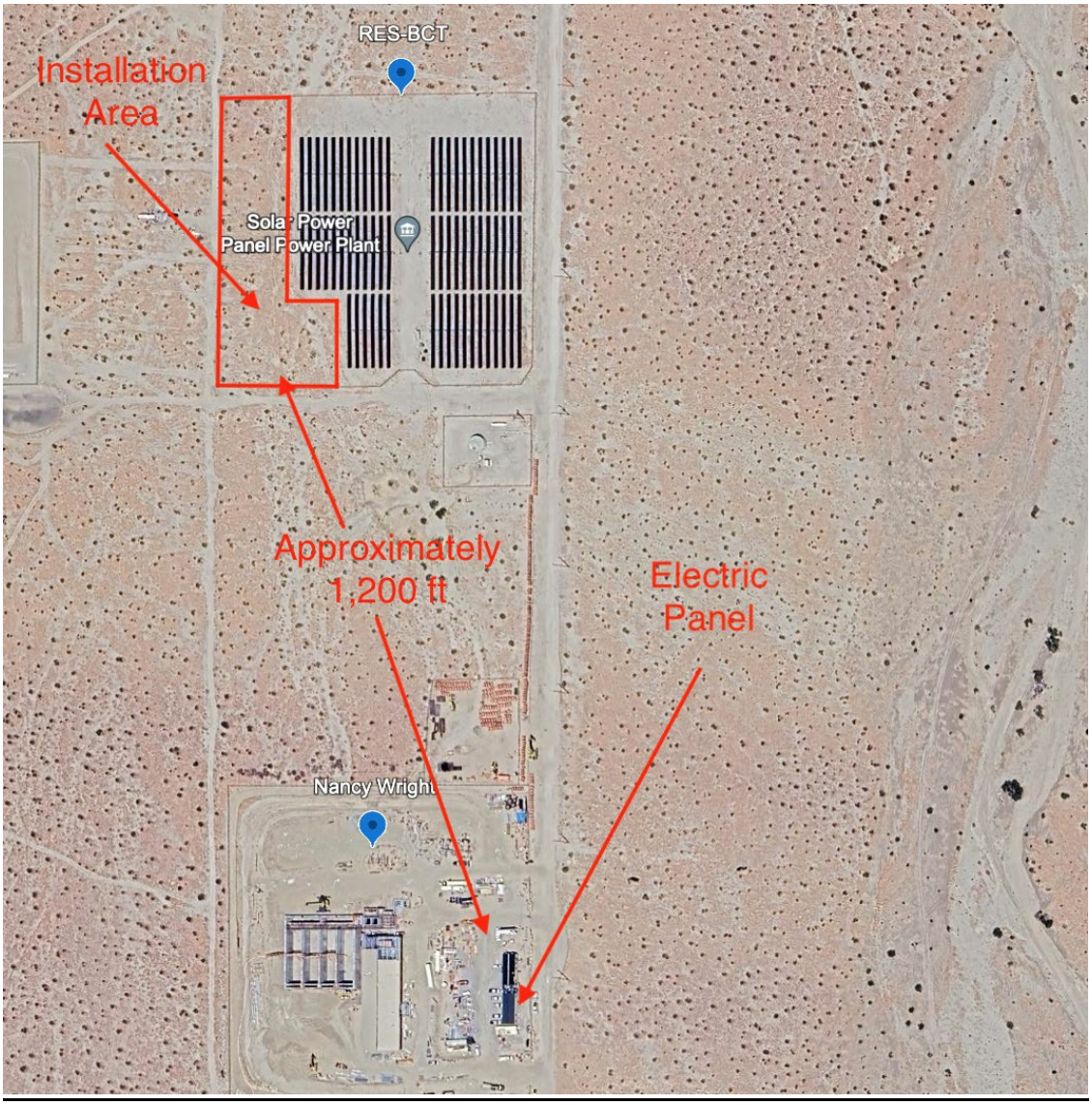
Horton Wastewater Treatment Plant – 360 kW AC

Site Layout

Nancy Wright Regional Water Reclamation Facility – 360 kW AC

NWRWRF is a new facility with no historical energy use.

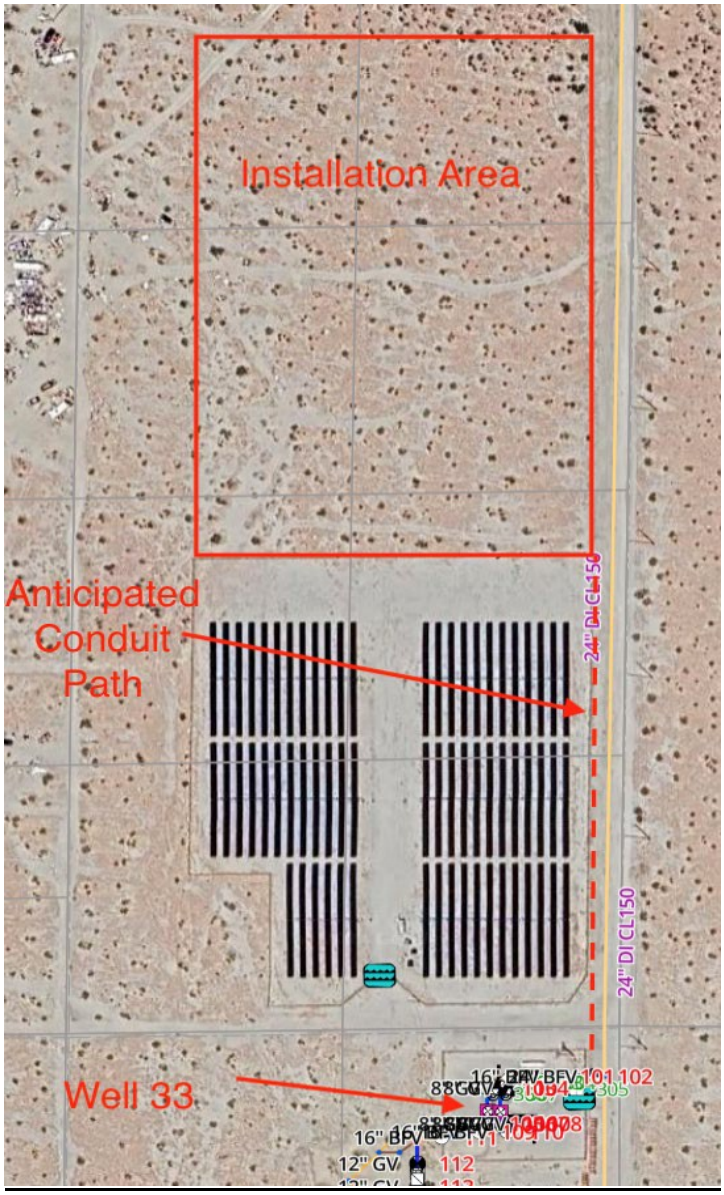
Site Layout



RES-BCT – Little Morongo

- Install 3.58 MW kW AC ground mount system.
- Coordinate with Utility to request new medium voltage service to site.
- Furnish and install 480V-12,470 V step up transformers.
- Furnish and install new electric Panel.

Site Layout



Attachment 2 to the Specification (Exhibit 5 of the PPA)

RES-BCT Allocations

	Site	New Rates	Type	Site kWh
1	ANNEX BUILDING	TOU-GS-1-D	Benefitting Account	22,363
2	ACCOUNTING MODULAR / OLD STORES	TOU-GS-1-D	Benefitting Account	26,359
3	ADMINISTRATION BUILDING	TOU-GS-2-D	Benefitting Account	102,395
4	CORP YARD MAINT. BLDG. / METER SHOP	TOU-GS-1-D	Benefitting Account	24,802
5	CORP YARD STORES / BREAKROOM	TOU-GS-1-E	Benefitting Account	25,852
6	WELL 25	TOU-PA-2-E	Benefitting Account	55,846
7	WELL 25A	TOU-PA-2-D	Benefitting Account	26,618
8	WELL 26A	TOU-PA-2-D	Benefitting Account	10,394
9	TERRACE RES. BOOSTERS 1 - 4	TOU-PA-2-E	Benefitting Account	472,483
10	TERRACE RES. BOOSTERS 5 & 6	TOU-PA-2-E	Benefitting Account	333,550
11	OVERHILL RES. BOOSTERS	TOU-PA-2-E	Benefitting Account	242,112
12	WELL 37	TOU-PA-3-D	Benefitting Account	1,525,036
13	LOW DESERT VIEW BOOSTERS	TOU-PA-2-E	Benefitting Account	57,023
14	DOS PALMAS / DILLON LIFT STATION	TOU-PA-2-D	Benefitting Account	65,281
15	DESERT CREST WWTP	TOU-PA-2-D	Benefitting Account	65,770
16	WELL 33 & BOOSTER STATION - LITTLE MORONGO	TOU-PA-2-E	Generating Account	1,029,865
17	Well 31	TOU-PA-3E	Benefitting Account	1,121,407
18	TWO BUNCH BOOSTERS	TOU-PA-2D	Benefitting Account	345,287
19	Well 26	TOU-PA-2-E	Benefitting Account	104,706
20	VALLEY VIEW RESERVOIR BOOSTERS	TOU-PA-2-E	Benefitting Account	572,893
21	LOW NORTHRIDGE RES. BOOSTERS	TOU-PA-2-E	Benefitting Account	84,778
			Total	6,314,820

Section II: Addendums to the RFP – Exhibit 5

Addendum #1

May 30,2024
NOTICE TO RESPONDENTS

ADDENDUM NO. 1:
Respondents are hereby advised that the Request for Proposals (RFP) for the above referenced project are hereby amended in the following manner and the following manner only:

GENERAL:
All provisions of this Addendum No. 1 are fully incorporated into the RFP and respondents

shall account for all provisions pursuant to this Addendum No. 1 when submitting their proposals.

SCHEDULE OF EVENTS:
The Response to RFP inquiries, Proposal Submittal Deadline, and Anticipated Final Selection has been changed. The updated schedule of events for this RFP are as follows:

Description	Date	Time
Request for Proposals Released	May 7, 2024	
Pre-Bid Meeting/Job Walk	May 21, 2024	10:00 AM
Submittal of RFP Inquiries	May 24, 2024	2:00 PM
Response to RFP Inquiries	June 5, 2024	
Interviews (if needed)	June 2024	
Proposal Submittal Deadline	June 18, 2024	5:00 PM
Anticipated Final Selection	Week of July 1, 2024	
Award by Board of Directors	July 15, 2024	3:00 PM
Anticipated Execution of Contract	July 2024	

If you have given the RFP to someone else, please forward this Addendum.

Date Signed: May 30, 2024

By: _____
Danny Friend

Title: Director of Operations

Addendum No. 1 - Page 1 of 1

Addendum #2

Questions and Answers to the RFP

Q #	Question	Answer

1	ENGIE is requesting a 2-week extension. We feel this is necessary in order for us to do a thorough job on our engineering and pricing.	The Bid due date is extended by one week to June 18, 2024 per Addendum 1.
2	I did not notice requirements in the RFP for fixed or tilt tracking PV systems. Are fixed, ok?	The selected vendor is responsible for the designs.
3	Are there minimum height clearance requirements on the low end of solar PV, for wind purposes?	The selected vendor is responsible for the designs.
4	Any other required access roads, outside of Well 24 in RFP?	Not per the RFP.
5	Well 27 has underground dry wells. RFP layout shows PV array over the eastern most well. What are the depths of wells/tanks?	Plan sheets are being provided on PlanetBids portal as Exhibit F.
6	RFP states the district is self-certifying for permits. Does this include CEQA permits for threatened & endangered species? Burrowing Owl observed on job walk in proposed area at Horton WWTP.	No
7	Storm Water Pollution Prevention Program plan required?	Yes
8	Could you please help me understand if the District would be open to bidders only responding with a bid for the RES-BCT portion of the RFP?	A single vendor will be selected.
15	Will the District accept a response to this RFP for only the RES-BCT portion of the RFP?	Yes
16	Is the District willing to issue an extension on the RFP for pricing/bidding related to the RES-BCT project?	The Bid due date is extended by one week to June 18, 2024 per Addendum 1.
9	Is fencing for all solar project sites mandatory under this RFP? If not, please specify which sites, if any, do require fencing.	Bidder is responsible for security. The PV system will be installed within existing District fencing at all sites except for Well 24, Nancy Wright Regional Water Reclamation, and Little Morongo RES-BCT.
10	Provide underground utility plan for Horton WWTP and Well 32 sites.	Plan sheets are being provided on PlanetBids portal as Exhibit G for Horton WWTP and Exhibit H for Well 32.
11	For Well 27 project site, can the interconnection point be located at either Well 27 or Well 31, or is it mandatory to connect at Well 27?	Interconnection point will be Well 27.
12	There is a potentially lengthy route for the interconnection point at the Little Morongo (Well 33) RES-BCT site. Please confirm the possibility of routing the interconnection through the adjacent vacant lot. If not, is on-street routing mandatory for this project?	We anticipate that the Bidder will work with the utility to get a new service drop at the location of the PV system.

13	Could you please clarify whether all the mentioned project sites, regardless of size, will be awarded to a single vendor, or will each site be awarded to a different vendor?	A single vendor
14	For clarity on project scope and budget, please specify who will be responsible for and bear the associated costs for the following site tasks: (1)Necessary landfill (2)Levelling (3)Tree pruning/removal (4)Any type of grading work	Responsibility will be on the Bidder.
17	In HWWT, the installation area is very far from the interconnection point. This will lead to higher costs and cable losses. Can we use some alternate location near to the interconnection?	The Bidder is to determine the best location for the installation. The installation shall be located within the site layout identified in the RFP. See Part 5.1.C of Attachment 1 of the RFP.
18	In NRWRF, the installation area is very far from the interconnection point. This will lead to higher costs and cable losses. Can we use some alternate location near to the interconnection?	The Bidder is to determine the best location for the installation. The installation shall be located within the site layout identified in the RFP. See Part 5.1.C of Attachment 1 of the RFP.
19	For the RES-BCT site, has the application been made for 2MWAC project regarding MV service and interconnection?	No
20	Would it be possible to extend the submittal deadline to June 20th so bidders have time to assimilate the responses to the RFP inquiries with our subcontractors?	The Bid due date is extended by one week to June 18.
21	Please confirm that Well 33 (2 MW RES-BCT site) is on TOU-PA-2-E as stated in the RFP Exhibit B. This tariff is for accounts with a maximum demand of 200 kW. Is this the case at this site?	Confirmed
22	Please provide 12 months of interval data for all RFP sites.	Utility data is now available in the planet bids portal; Data does not exist for the RES-BCT. Assume that he new Nancy Wright Regional facility energy use will be the same as the Horton WWTP.
23	Please provide 12 months of utility bills in pdf (or, at the minimum, multiple sample bills) for all RFP sites.	Historical bills are now included in the Planet Bids portal.
24	Does the District have a Direct Access provider (e.g. Calpine)? Please provide 12 months of Direct Access bills for each site/meter in the RFP.	No DA.
25	Has the District started the CEQA process at all of the RFP sites? What is the current CEQA status of these sites?	No, the District has not started the CEQA process for any/all of the RFP sites

26	For the installation area to the east of Well 27 can the pond area be filled in or is it still required for overflow?	Pond is required for overflow.
27	Can you reconfirm the switchgear and utility transformer ratings for Well 32?	See Part 5.1.C of Attachment 1 of the RFP.
28	For the proposed 2 MW RES-BCT system north of the existing 1 MW system and Well 33, does the District required metal clad gear on equipment pads or can the bidders propose more cost effective options for the electrical equipment and tie-in?	Equipment must be designed for the environment in which it is installed.
29	Does the District have available land west of the existing 1 MW ground system and the installation area for the 2 MW RES-BCT system for the expansion of the RES-BCT system? Land reports shows the District owns land to the west. Are these parcels available for renewable development?	Yes, see Exhibit I of District owned parcels in the PlanetBids portal.
30	Does the District have additional meters with load or are all of the remaining District meters covered in Exhibit B of the RFP?	All meters are included
31	There is a wetland (stream bed) in the proposed installation area of NWRWF. This will require federal permitting which is a lengthy process that we advise the District to avoid: How did the District deal with the wetland (stream bed) in the development of the NWRWF? It looks like the wetland also passes through the land parcels of the new plant.	The biological resources study completed for the NWRWRF as part of the EIR identified the potential for a stream bed through the site; however, it was a desktop study and subsequent field investigations found no discernable evidence of a stream bed through the NWRWF.
32	Can the AC run go straight as the crow flies from the installation area to the electrical panel at NWRWF?	No, this area is slated for future NWRWRF expansion. See Exhibit J of future conceptual layout and recommended AC/conduit run
33	To avoid the cost of a 1200 ft AC run can the installation area be located on the same parcel as Well 33 directly north of NWRWF?	No, this area is slated for future NWRWRF expansion. See Exhibit J of future conceptual layout and recommended AC/conduit run
34	Should the bidders assume Prevailing Wage for labor or is the District under a Project Labor/Community Workforce Agreement?	Prevailing Wages apply.
35	Where does the District propose for on-site storage of equipment and materials during the construction of the PV systems?	The District will accommodate the Bidder with laydown areas at each site.

Section III: Staten Proposal Inclusions, Assumptions, and Exclusions – Exhibit 5

STATEN PROPOSAL ITEMS

1. Solar PV Project Inclusions
    - A Project Engineering
        - 1 Civil/structural engineering
        - 2 Electrical engineering
        - 3 Mechanical engineering
        - 4 Geotechnical studies and engineering
    - B Project Permitting
        - 1 Applicable AHJ permitting fees
        - 2 Utility interconnection study process
    - C Safety Plan
    - D Materials
        - 1 Modules
        - 2 Inverters
        - 3 Racking/structures
        - 4 Balance of System (BOS)
        - 5 All other materials for constructing the system as per industry standards.
    - E Equipment/Material Procurement
        - 1 Mobilization
        - 2 Delivery, storage, and staging logistics
        - 3 Delivery and handling costs
        - 4 De-mobilization
    - F Facility Construction
        - 1 Civil (trenching and backfill, directional boring, equipment pad preparation, etc.)
        - 2 Structural/mechanical
        - 3 Electrical
    - G Interconnection Process
        - 1 Interconnection Application
        - 2 Initial and supplemental review process management
        - 3 System coordination studies (if deemed necessary)
        - 4 System protection engineering (Rule21, UL1741, etc.)

5 Pre-parallel inspection

6 Permission to operate (PTO)

H Facility Testing

I Facility Commissioning

1 String voltage check

2 Inverters – (System check ramp rate, power factor, protection, etc.)

3 Racking visual inspection and torque check

4 Monitoring, configuration, startup, and training of Participant's personnel

5 Switchgear (if required)

J Monitoring Equipment/System - Inverter level performance/production monitoring

K Operations and Maintenance

1 Inverter maintenance

2 Module cleaning/testing

3 Checking of electrical connections/torque

4 Racking/structure torque check

5 Inverter extended warranty or replacement plan

6 Remote monitoring

L Production Guarantee - 90% system production guarantee or better.

2. Solar PV Project Assumptions

A Each site will follow the payments milestone separately based only on its status.

B Pricing includes sales tax, and permit fees.

C Payment and performance Bond and Insurance

D The District will retain ownership of all environmental attributes of the energy systems (Renewable Energy Credits (RECs), Carbon Credits, etc.)

E Underground conditions allow for standard foundation sizing and installation, boring for electrical conduit lines, and trenching or digging required for the scope of work. Per Staten's response to post-proposal question #8, Staten has reviewed existing geotechnical reports and the design is compatible with the soil type.

F Project pricing Project pricing includes compliance with prevailing wages where required by law; but assumes that the project is not bound to Union Labor.

G Solar modules are Tier 1 and All inverters are UL 1741-SA certified or listed in the CEC compliant database.

H Project pricing is based on designs for the PV Systems and location provided in RFP documents. Any changes to the location may be adjusted via a change order.

I No electrical panel upgrades included. Main meters are adequately sized and have available space for connection of PV generation.

J Unless otherwise stated, all systems will interconnect into a 480V AC 3-Phase service.

K Array areas shown on project site maps are representative and not exact layouts. There is small change at few sites in the areas allocated/marked for module installation provided in Attachment 1 to the specification.

L All pricing should be based on standard work hours of Monday – Friday 8:00 AM to 5:00 PM.

M Assumed that all equipment will be delivered to site, if equipment must be delivered to a storage facility, then the cost of storage and redelivery to site will be the responsibility of Owner.

N If crossing an existing easement is required, then any additional cost to perform work will result in a change order to Owner.

O For Little Morongo RES-BCT, $250K is included for Interconnection. Anything beyond that will be extra. The site will be connected to SCE's distribution system through a new meter. Installation costs includes all necessary subpanels, switchgear, metering, transformers, etc. The $250K is specific to SCE distribution system upgrades related to the interconnection.

P Notes for Equipment make: It is important to note that equipment makes and models are subject to change based on market availability. In such cases, any replacements will be chosen to be at least similar or superior in technical specifications and warranty terms.

3. Solar PV Project Exclusions

A Utility costs for new services, distribution/substation upgrade fees, or any utility study fees beyond the initial application fee.

B Any upgrades to existing site services.

C Buy American, American Made, or American Recovery and Reinvestment Act certified components unless the Domestic Content option is ordered.

D Overtime work – if required by the Owner - outside of Contractors standard working hours of 8 AM – 5 PM Monday through Friday.

E Groundwater abatement.

F Removal/disposal/Remediation of existing hazardous materials including asbestos.

G Habitat mitigation.

H Backup, or temporary power for existing electrical system.

I SWPPP, grading plans/permit, tree removal permits, or any other permits required other than standard building, electrical and fire permits.

J Backup generator power for use during interconnection shutdown.

K All conductors, transformers, and pole work, as required by the utility and not the contractor.

L Any fees or preparation and recording of documents required to cross existing easements.

M Removal of any existing abandoned structures, conduits, pads etc.

N Off-site Storage fees.

O Environmental studies.

EXHIBIT 7

NEM 2.0 SITES AND SECURITY BOND

Exhibit 7
NEM2.0 SITES AND SECURITY BOND

	NEM2.0 Project Sites	Security Amount
	Horton WWTP	$277,465
	NWRWRF	$275,069
NPV10 of Opportunity Cost		
Aggregate Security Bond amount:		$552,534

Land Lease and Solar Easement_Amendment No. 2_FINAL COMBINED REV. 09.04.25

Final Audit Report 2025-09-04

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