

REQUEST FOR PROPOSAL FOR
SOLAR PHOTOVOLTAIC
POWER PURCHASE AGREEMENT(S)
F427-19

FOR
MERCED UNION HIGH SCHOOL DISTRICT

DOCUMENTS INCORPORATED BY REFERENCE:
Attachment “A:” Performance Specifications
Attachment “B:” Essential Agreement Requirements
Attachment “C” Site Maps

ISSUED BY:

MERCED UNION HIGH SCHOOL DISTRICT

Issued: 8/5/19

Due: 8/23/19

I
SCHEDULE OF EVENTS

EVENT	DATE
Release Request for Proposal Documents	8/5/19
Project Site Conference and Briefing	8/16/19
Deadline for Requests for Information and Submittals	8/23/19
Receive and Evaluate Proposals	8/30/19
Interviews with Respondents	9/16/19
Evaluations Complete	9/20/19
Board Approval to Negotiate Agreement with Respondent	10/9/19
Negotiate & Execute Agreement	10/10/19
Anticipated Date of Project Completion	12 Months of NTP
<i>Note:</i> All dates are preliminary and subject to revision. Nothing herein binds or shall be construed to bind the MERCED UNION HIGH SCHOOL DISTRICT to enter into any agreement with any party, including any Respondent hereto.	

II

DESCRIPTION OF THE PROJECT

The MERCED UNION HIGH SCHOOL DISTRICT (District) is interested in entering into a contract for . In an effort to reduce the annual electricity expenditure the District will be implementing a series of non-solar energy efficiency projects. To compliment those steps and further reduce its energy expenditures, the District seeks through this Request for Proposals (“RFP”) well developed proposals for one or more Power Purchase Agreement(s) (“PPA”). The award, if any, of one or more PPA shall be made pursuant to and in accordance with Government Code Section 4217.

The District purchases electricity from Pacific Gas & Electric Company (“PG&E”) and Merced Irrigation District (“MID”). The District has identified potential areas for solar systems at each site taking into account current constraints as well as future planned building additions and modifications. Specific areas that are acceptable for placement of solar systems are shown in Attachment A. Respondents can only propose systems in the identified areas. The maximum site level solar PV system capacity is capped at an overall system size that results in an annual production. Respondents must size systems using annual consumption data accordingly. Respondents should develop system designs that best balances system cost, production, District requirements, and Respondent’s ability to deliver a high- quality system on-time and on-budget.

Respondents shall offer energy storage as part of their solution.

Respondents shall provide performance guarantees in the located in Attachment “A” Performance Specifications.

III

REQUIREMENTS FOR SUBMITTAL

Each Respondent shall:

1. Attend the Project Site Conference at 2130 Spacecraft Drive Atwater CA 95301, commonly known as the Warehouse (“Site”) at 10:00 a.m. on 8/16/2019. Any Proposal from a Respondent who does not have a principal or executive attend and sign in and out of the Project Site Conference will not be considered;
2. Secure approvals from the District for those materials for which submittals are called for in the Performance Specifications. Any Proposal from a Respondent who does not present with its Proposal approvals of all materials included in its Proposal for which submittals are called for in the Performance Specifications will not be considered;
3. Any questions in any way regarding or pertaining to the RFP or the Project from Respondents must be submitted to the District in writing, and all questions shall be distributed along with the corresponding responses to all Respondents;
4. Submit the following information and documents, comprising the Proposal, all of which must be received by the District on or before 8/30/2019, no later than 10:00 a.m. All Proposals must be limited to forty (40) pages in total length.

A. COVER LETTER

Provide a cover letter indicating, within in one page, the distinctive best value proposition posed by Respondent.

B. DESCRIPTION OF RESPONDENT

Include name of Respondent, address, telephone number, fax number, type of Respondent (i.e., corporation, partnership, etc.) and name of principal contact. Provide a brief history of the Respondent, including:

- Number of years in business
- Senior member(s) and length of association
- Whether the Respondent has gone by a different name while under substantially the same management
- Nature and quality of the Respondent’s completed work
- Stability, reliability and continuity of the Respondent, including the Respondent’s last three audited financial statements, which will be held in confidence and returned to the Respondent at the completion of the proposal process
- Services typically provided by Respondent in its normal course of business

- A detailed explanation of any litigation related to College or University renewable energy projects in which the Respondent has been involved, as well as a discussion of how the litigation was resolved

C. EXPERIENCE RELATIVE TO DISTRICT NEEDS

Discuss the Respondent’s knowledge of and experience with ground-mounted photovoltaic electricity generation projects by providing information that clearly demonstrates the Respondent’s competence and capability to fully deliver the required services as outlined in the Performance Specifications, including, but not limited to:

- The total number of public school projects on which the Respondent is in progress at this time, as well as the phase status and current dollar value, as well as the grade level of each project in progress
- Respondent’s change order history, including the Respondent’s approach to problems, unforeseen conditions and changes in the work, and a summary of changes in the work for the last three (3) publicly funded K-12 school projects completed by the Respondent (show: the total dollar amount of change orders for all three projects; the total original contract dollar amount; the percentage and dollar amount of change orders which were caused by the District and the Respondent, respectively, on each project; the date of the notice to proceed on each project; the original contract completion date for each project; and the actual completion date for each project)
- A list of all photovoltaic projects completed by Respondent for the benefit of College or University districts in the last five (5) years, including the name and contact information of the school district administrator(s) best able to confirm performance of each project listed

D. EXPERIENCE WITH STATE REGULATORY AGENCIES

Describe your experience working with State Agencies (CEC [California Energy Commission], DSA [Division of the State Architect], DTSC [Department of Toxic Substance Control], etc.) on State-funded Community College projects, including the identification of personal relations with key State and local personnel that may assist the MERCED UNION HIGH SCHOOL DISTRICT to assure a successful project(s).

The project comprising the design and installation of the Systems is subject to the California Prevailing Wage Law, Labor Code Sections 1720, et seq., and related provisions. Respondent shall be responsible for full compliance therewith, including any proceedings with the Department of Industrial Relations.

E. TECHNICAL PROPOSAL

Provide a Technical Proposal as described in the attached Performance Specifications.

F. AGREEMENT PROPOSAL

Provide a proposed form of Power Purchase Agreement and proposed form of Performance Guarantee including the required Essential Agreement Requirements included herewith. The Agreement Proposal must include express explanation of any and all areas in the Essential Agreement Requirements included herewith as to which Respondent takes exception or would require negotiation. The degree to which exceptions are taken or issues are opened to negotiation, the value of the related contract provisions to the MERCED UNION HIGH SCHOOL DISTRICT shall be a substantial factor in scoring the Proposal.

G. PRICING PROPOSAL

Provide a Cost Proposal stating the per kWh cost, over the full term of the proposed Agreement, as well as the methodology for calculation of any termination cost or buy-out that may be proposed as an alternative to appraised Fair Market Value of the System(s).

IV

GENERAL INFORMATION

A. SUBMITTAL OF PROPOSALS

The District will not be held responsible for any errors or omissions on the part of the Respondent in the preparation of its Proposal. The District reserves the right to reject any and all Proposals, or to waive any irregularities or information in the Proposals.

B. SIGNATURES

Proposals must be signed by a representative of the Respondent with authorization to bind the Respondent by contract.

C. DISQUALIFIED PROPOSALS

Any Proposal received after the time and date stated above shall be rejected and returned.

D. WITHDRAWAL OF SUBMITTAL

Respondents may withdraw their Proposal, either personally or by written request, at any time prior to the closing time for the receipt of Proposals. Thereafter, Proposals shall remain a binding offer by Respondent for not less than ninety (90) days, plus a further sixty (60) days for negotiation of final Agreement(s) if such negotiation commences within the initial ninety day period.

E. COPIES OF SUBMITTAL

Each Respondent making a Proposal must include an original and three (3) copies.

F. CONTACT

Organizations interested in making a Proposal are directed not to make personal contact with members of the Superintendent's Cabinet or the District's Governing Board. Any contact will constitute grounds for disqualification from consideration. Questions regarding the RFP should be directed to:

Ted Walstrom
Facilities and Risk Management Director

twalstrom@muhsd.org

209-325-2000

G. RIGHTS OF THE DISTRICT

This Request for Proposal does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this RFP. The District reserves the right to accept all or part of any Proposal or to cancel in part or in its entirety the RFP. The District further reserves the right to select the Respondent, or Respondents that it considers likely to best further the interests of the District.

H. INDEMNITY

Respondent, upon selection, will be required to enter into a form of Agreement which contains substantially the greatest extent of indemnification of the District by Respondent allowed by law for each element of service, e.g. professional engineering services, construction services, etc. required for the scope of work.

V
ATTACHMENTS

Attachment "A:" Performance Specifications
Attachment "B:" Essential Agreement Requirements
Attachment "C:" Essential Agreement Requirements

Attachment "A:" Performance Specifications

Merced Union High School District Solar Project										
Merced High School Preliminary Project Cash Flow Analysis										
Total System Size (kW)										
Power Agreement (PPA) Term										
Annual Escalation of PPA Electricity Price										
Annual Escalation of Electricity Price										
Annual Escalation of O&M Price										
Annual Solar Panel Degradation										
Year	Performance Guarantee	Electricity Generation kWh	Avoided Electricity Cost/kWh	Total Project Savings	PPA Price	Annual PPA Cost	Buyout Price	Maintenance Cost	Total Project Costs	Net Savings
Year 1										
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Totals										

Merced Union High School District Solar Project										
Atwater High School Preliminary Project Cash Flow Analysis										
Total System Size (kW)										
Power Agreement (PPA) Term										
Annual Escalation of PPA Electricity Price										
Annual Escalation of Electricity Price										
Annual Escalation of O&M Price										
Annual Solar Panel Degradation										
Year	Performance Guarantee	Electricity Generation kWh	Avoided Electricity Cost/kWh	Total Project Savings	PPA Price	Annual PPA Cost	Buyout Price	Maintenance Cost	Total Project Costs	Net Savings
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Totals										

Merced Union High School District Solar Project										
Buhach Colony High School Preliminary Project Cash Flow Analysis										
Total System Size (kW)										
Power Agreement (PPA) Term										
Annual Escalation of PPA Electricity Price										
Annual Escalation of Electricity Price										
Annual Escalation of O&M Price										
Annual Solar Panel Degradation										
Year	Performance Guarantee	Electricity Generation kWh	Avoided Electricity Cost/kWh	Total Project Savings	PPA Price	Annual PPA Cost	Buyout Price	Maintenance Cost	Total Project Costs	Net Savings
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Totals										

Merced Union High School District Solar Project										
Merced High School Preliminary Project Cash Flow Analysis										
Total System Size (kW)										
Power Agreement (PPA) Term										
Annual Escalation of PPA Electricity Price										
Annual Escalation of Electricity Price										
Annual Escalation of O&M Price										
Annual Solar Panel Degradation										
Year	Performance Guarantee	Electricity Generation kWh	Avoided Electricity Cost/kWh	Total Project Savings	PPA Price	Annual PPA Cost	Buyout Price	Maintenance Cost	Total Project Costs	Net Savings
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Totals										

Merced Union High School District Solar Project										
Yosemite High School Preliminary Project Cash Flow Analysis										
Total System Size (kW)										
Power Agreement (PPA) Term										
Annual Escalation of PPA Electricity Price										
Annual Escalation of Electricity Price										
Annual Escalation of O&M Price										
Annual Solar Panel Degradation										
Year	Performance Guarantee	Electricity Generation kWh	Avoided Electricity Cost/kWh	Total Project Savings	PPA Price	Annual PPA Cost	Buyout Price	Maintenance Cost	Total Project Costs	Net Savings
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Totals										

Merced Union High School District Solar Project										
Sequoia High School Preliminary Project Cash Flow Analysis										
Total System Size (kW)										
Power Agreement (PPA) Term										
Annual Escalation of PPA Electricity Price										
Annual Escalation of Electricity Price										
Annual Escalation of O&M Price										
Annual Solar Panel Degradation										
Year	Performance Guarantee	Electricity Generation kWh	Avoided Electricity Cost/kWh	Total Project Savings	PPA Price	Annual PPA Cost	Buyout Price	Maintenance Cost	Total Project Costs	Net Savings
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Merced Union High School District Solar Project										
Livingston High School Preliminary Project Cash Flow Analysis										
Total System Size (kW)										
Power Agreement (PPA) Term										
Annual Escalation of PPA Electricity Price										
Annual Escalation of Electricity Price										
Annual Escalation of O&M Price										
Annual Solar Panel Degradation										
Year	Performance Guarantee	Electricity Generation kWh	Avoided Electricity Cost/kWh	Total Project Savings	PPA Price	Annual PPA Cost	Buyout Price	Maintenance Cost	Total Project Costs	Net Savings
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Totals										

Merced Union High School District Solar Project										
MUHSD Warehouse Preliminary Project Cash Flow Analysis										
Total System Size (kW)										
Power Agreement (PPA) Term										
Annual Escalation of PPA Electricity Price										
Annual Escalation of Electricity Price										
Annual Escalation of O&M Price										
Annual Solar Panel Degradation										
Year	Performance Guarantee	Electricity Generation kWh	Avoided Electricity Cost/kWh	Total Project Savings	PPA Price	Annual PPA Cost	Buyout Price	Maintenance Cost	Total Project Costs	Net Savings
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Attachment “B:” Essential Agreement Requirements

The following are not a comprehensive or all inclusive set of contractual requirements, and the District has and shall at all times retain its sole and complete discretion in determining whether any proposed Agreement satisfies the District’s needs and best interests. The following are terms and conditions typically at some variance with baseline commercial Power Purchase terms and conditions.

1. **Acceptance Testing.** Respondent shall conduct testing of the System equivalent or superior to the CEC “Guide to Photovoltaic (PV) System Design and Installation” and otherwise in accordance with its customary commissioning practice. District shall be entitled to observe and shall be provided records of all such commissioning. Completion of such commissioning in accordance with the established criteria shall be a prerequisite to establishing the Commercial Operation Date.
2. **Net Energy Metering.** Provisions acceptable to District shall be included to ensure that the District retains sole rights to any Net Energy Metering credits or payments, or substantially similar future legal regime as may come to replace Net Energy Metering during the term of the Agreement.
3. **No Lease.** The PPA will use either a license or easement, but not a lease, for Respondent access to District sites.
4. **System Repair and Maintenance.** Throughout the Term of the Agreement, all construction, alteration, maintenance and operation of the System, and eventual removal of the System (if any), shall conform with the following:
 - a. Respondent shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises and dispose of it in a lawful manner.
 - b. Respondent shall remove rubbish and debris on a daily basis during the period of its activities at the Premises.
 - c. When performing activities at the Premises Respondent shall enclose the working area with temporary fencing adequate to keep District pupils out of the work area and physically segregated from any and all workers on or about the Premises. Respondent shall coordinate with District’s director of maintenance to develop a mutually agreeable schedule for any activity at the Premises to mitigate any inconvenience to or disruption of students, faculty, and staff in their regular school activities and to otherwise eliminate any substantial interference with normal operations of the school campus.
 - d. Provide fencing and/or demarcations around any shrubs or trees indicated to be preserved, sufficient to protect such foliage from substantial damage that might ordinarily occur during activities of the kind undertaken by Respondent at the Premises.

- e. Deliver personnel, tools, equipment and materials to the work area over route(s) reasonably designated by the District, provided that District ensures that Respondent shall have all access rights necessary to use such designated routes.
 - f. Take commercially reasonable measures to mitigate objectionable dust, noise, or other disturbances. Notwithstanding the forgoing, Respondent shall ensure through compliance with this subsection and subsection 7.b.iii. above, that Respondent's activities shall not result in substantial interference with or disruption of regular school activities and normal operations of the school campus..
 - g. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or the reasonable directions of the District, not unreasonably encumber Premises or overload any structure with materials, enforce all reasonable instructions of the District regarding signs, advertising, fires, and smoking and require that all workers comply with all District's regulations while on the Premises.
 - h. Prior to any Respondent's employee or personnel, or any employee(s) or personnel of any subcontractor thereto, enters onto any property of the District, Respondent shall acknowledge and abide by the Student Safety Certification provided by District.
 - i. Upon completion of any and all activities on the Premises, Respondent shall remove temporary utilities, fencing, barricades, planking, sanitary facilities and all similar temporary facilities from Premises.
5. **Removal of System at Expiration or Upon Termination.** Upon the expiration or earlier termination of this Agreement (provided District does not exercise its purchase option), Respondent shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Respondent's removal of the System affect the integrity of District's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Respondent shall leave the Facility in neat and clean order. If Respondent fails to remove or commence substantial efforts to remove the System by such agreed upon date, District shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Respondent's cost. District shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.
6. **Insurance Coverage.** At all times during the term of the Agreement, the Parties shall maintain the following insurance:
- a. Respondent's Insurance. Respondent's Insurance. Respondent shall maintain (i) property insurance on the System for the replacement cost thereof, (ii) commercial

general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (iii) employer's liability insurance with coverage of at least \$1,000,000 (iv) workers' compensation insurance as required by law (v) environmental pollution coverage with a single combined limit of at least \$2,000,000 and (vi) an umbrella policy of at least \$5,000,000.

- b. District's Insurance. District shall do one of the following, selection of which shall be its sole discretion: 1) provide evidence of insurance through a Joint Powers Agency along with information on the coverages and terms thereof; or, 2) obtain and maintain the same coverages set forth in subsection 5.a, above.
- c. Policy Provisions. All commercial insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance thirty (30) days (ten (10) days in the event of non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, (iii) with respect to the general liability policy, include the other Party as an additional insured as its interest may appear, and (iv) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party. Coverages provided by District under a Joint Powers Authority shall be subject to the terms and conditions prescribed by such Authority.
- d. Certificates. Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. Deductibles. Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

7. Indemnification.

- a. Indemnification of District by Respondent. Respondent shall defend, indemnify and hold harmless District, the Inspector of Record, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from third party claims for death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from Respondent's performance under this Agreement. As part of this indemnity, Respondent shall protect and defend, at its own expense, District, Inspector of Record, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section. Furthermore, Respondent agrees to and does hereby defend, indemnify and hold harmless District, Inspector of Record, the State of California and their officers,

employees, agents and independent contractors from every third party claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever arising out of a third party claim or demand, which may be incurred by reason of:

- i. Liability for any professional negligence resulting in or contributing to (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or this Agreement; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with Respondent's conduct arising from or related to this Agreement, except for liability resulting from the sole or active negligence or the willful misconduct of District.
 - ii. Liability for non-professional negligence resulting in or contributing to any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Respondent or any person, firm or corporation employed by Respondent, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, arising out of or in any way connected with Respondent's conduct arising from or related to this Agreement, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of District.
 - iii. Any dispute between Respondent and Respondent's subcontractors/ supplies/ sureties, including, but not limited to, any failure or alleged failure of the Respondent (or any person hired or employed directly or indirectly by the Respondent) to pay any subcontractor or materialman of any tier or any other person employed in connection with Respondent's conduct arising from or related to and/or filing of any stop notice or mechanic's lien claims.
 - iv. Respondent, at its own expense, cost, and risk, shall defend (with counsel of Respondent's selection, subject to approval and acceptance by District, which acceptance and approval shall not unreasonably be withheld) any and all claims, actions, suits, or other proceedings that may be brought or instituted against District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified in this Section and shall pay or satisfy any judgment that may be rendered against District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- b. Indemnification of Respondent by District. To the furthest extent permitted by California law, District shall, indemnify, and hold harmless Respondent, agents, representatives, officers, consultants and employees from any and all third party claims of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death or

property damage arising out of, connected with, or resulting from the sole or active negligence or willful misconduct of District.

- c. Environmental Indemnification. Respondent shall indemnify, defend and hold harmless all of District's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by Respondent or any of its contractors or agents. District shall indemnify, defend and hold harmless all of Respondent's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Respondent or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.
 - i. "Hazardous Substance" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.
8. **Bonds.** Respondent shall provide a Payment Bond in a form provided by District for the construction of the Project. . Notwithstanding any language to the contrary in this Agreement and solely to the extent a performance and/or payment bond is being issued to District:
 - a. Payment bond liability. Any payment bond issued shall be on a form required by District and will cease at the termination of any time required by law.
 - b. Performance Guarantee. Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.
 9. **Prevailing Wage.** Comprehensive prevailing wage law, which shall be provided by the District, and related provisions shall be incorporated into the Agreement.
 10. **Field Act.** The PPA will provide for full compliance with the Field Act, Education Code sections 17280 et seq. including providing appropriate design professionals and contractors taking responsibilities as Architect or Engineer of Record, Architect or Engineer in General Responsible Charge, and Contractor of Record. The Respondent shall provide for

reimbursement of any Inspector of Record fees corresponding to the PPA project(s) in order for the District not to face any up-front costs for securing energy under the PPA.

11. **Licensed Professionals.** The PPA will include the Respondent providing appropriately licensed and experienced designers, engineers and contractors, meeting all applicable public contracting and labor law criteria.
12. **Performance Criteria.** The PPA shall provide for development and installation of the solar PV systems in substantial conformance with the Performance Specifications, as incorporated into the PPA. The Respondent will be responsible not only for properly maintain and repairing the solar PV installations, but will be restricted from enhancing or expanding the solar PV facilities without agreement with the District. All onsite activities will be performed under reasonable limitations affecting safety and eliminating or appropriately limiting any distraction or disruption of school operations.

Attachment "C:" Sites Maps

Buhach Colony High School



Yosemite High School and Sequoia High School



MUHSD Warehouse



Golden Valley High School



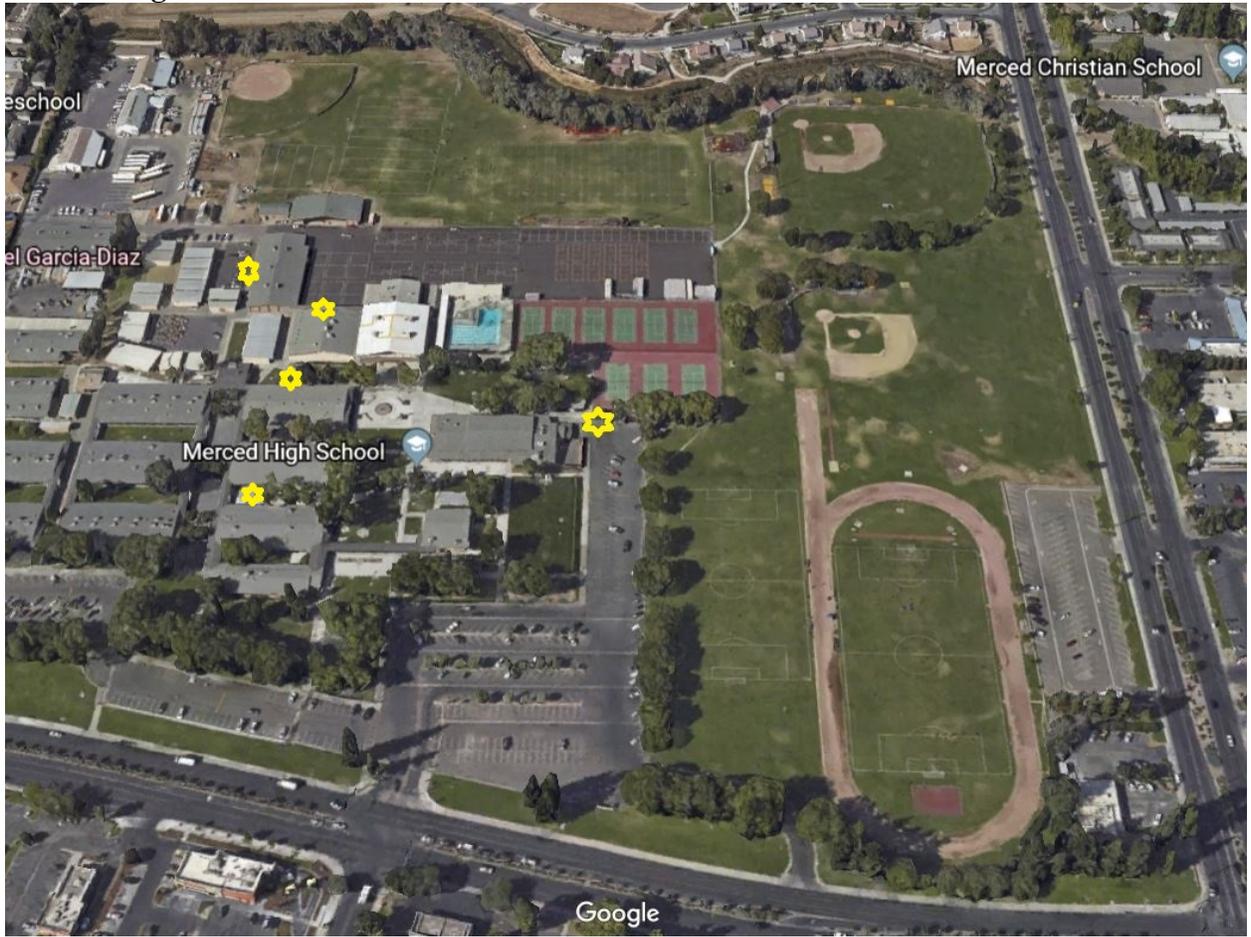
Atwater High School



El Capitan High School



Merced High School



Livingston High School

