

RFX Title: Solar Power Purchase Agreement Statewide

RFX Number: : RFP_FS-2023-06-JP

SPECIFICATION SECTION 01 13 00: SUPPLEMENTARY CRITERIA

PART 1 - GENERAL

1.01 SUMMARY

- A. This section describes Supplementary Criteria for the Project. Requirements provided in this section may be addressed in further detail elsewhere in the Contract or Bridging Documents.
- B. This specification applies to a design-build project and includes the design, construction and commissioning of a complete energy system as described here and elsewhere in the Contract and Bridging Documents.
- C. In this document, "Judicial Council" shall refer to Judicial Council of the State of California, owner of the site(s) where project will be located, regardless of system ownership, and include any representative of the site Judicial Council, such as independent engineers, consultants or inspectors. "Contract" refers to the design-build and/or construction contract and any associated design-build bridging documents, inclusive of requirements outlined in the request for proposals (RFP). "Contractor" refers to the entity performing the work, inclusive of Engineer(s) and Architect(s) of Record for design-build contracts, post construction system operator, and financier.
- D. Contractor shall perform all work and provide submittals consistent with this specification, other specifications, and the Contract and Bridging Documents for all stages of work.
- E. Bridging Documents may be amended or supplemented to include elements or ideas from Contractor's Proposal or other proposals, but only to the extent Judicial Council expressly agrees in writing. Contractor is solely responsible for confirming the extent of any changes to the Contract and Bridging Documents.

1.02 RELATED DOCUMENTS

- A. The Contract and any design-build Bridging Documents.
- B. Section 01 10 00: Scope of Work
- C. Section 01 33 00: Design-Build Process and Submittals
- D. Other technical bridging specifications
- E. Where this specification and the Contract or other Bridging Documents are in conflict, the more stringent shall apply. Contractor shall identify conflicts and confirm recommended changes or procedures with the Judicial Council.

PART 2 - SUPPLEMENTARY CONDITIONS

2.01 APPLICABLE CODES & STANDARDS

- A. Contractor shall be responsible for compliance with all applicable laws, codes, regulations, industry best practices, etc. applicable to any and all design, construction, operations, sales of

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electrical energy, or other work related to delivering a complete energy project as described by the Contract and Bridging Documents.

- B. The Contractor shall comply with all requirements of the following that apply to the energy systems for the Project (most recent version unless stated otherwise). The following list is not exhaustive. Contractor shall be responsible to ensure compliance with all codes, regulations, AHJ requirements, etc. that apply to the Project.
1. Americans with Disabilities Act (ADA)
 2. American National Standards Institute (ANSI)
 3. American Society of Civil Engineers (ASCE)
 4. American Society for Testing and Materials (ASTM)
 5. California Building Code (CBC).
 6. California Building Standards Code, Title 20/Title 24
 7. California Electrical Code (CEC)
 8. California Environmental Quality Act (CEQA).
 9. California Dept. of Industrial Relations
 10. California Geological Survey (CGS)
 11. California Office of the State Fire Marshall
 12. California Public Utilities Commission (CPUC)
 13. California Labor Code
 14. Federal Communications Commission (FCC)
 15. Department of State Architects (DSA)
 16. Institute of Electrical and Electronics Engineers (IEEE)
 17. International Electrotechnical Commission (IEC)
 18. International Electrical Testing Association (NETA)
 19. International Fire Code
 20. Local Fire Jurisdiction Requirements
 21. National Electric Code (NEC)
 22. National Electrical Manufacturers Association (NEMA).
 23. National Fire Protection Association (NFPA)
 24. National Environmental Protection Act (NEPA)
 25. Occupational Safety and Health Administration (CAL-OSHA)
 26. Storm Water Pollution Prevention Plan (SWPPP) Requirements
 27. Underwriters Laboratories (UL) Standards
 28. Utility Requirements
 29. Uniform Solar Energy Code (ICC).
 30. All other applicable State and Local Codes and Ordinances.
 31. Judicial Council Specifications and Requirements.
 32. DSA IR-16-8 (most recent) Guidelines.
 33. DSA PL 07-02 (most recent) Guidelines.
- C. Contractor shall ensure that all work conform to the Utility's Distribution Interconnection Handbook and CPUC Rule 21 requirements. Contractor shall ensure all design, equipment and workmanship complies with the requirements of the local electrical utility. The Contractor must ensure all proposed equipment is acceptable to the local electrical utility and meets the interconnection and code requirements.

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- D. Contractor shall ensure wind uplift requirements per ASCE 7 are met per design wind speed requirements established by the local AHJ for the Project site(s).

2.02 CONTRACTOR REQUIREMENTS

- A. All Contractor staff and sub contractors are to wear identifying clothing, which includes at-minimum the name or logo of the Contractor, at all times when on-site. The identification shall be distinguishable in all types of weather.

2.03 COMMUNICATIONS REGARDING THE WORK

- A. Authorization: No directions or information regarding the Work shall have a contractual effect unless directed to the Contractor and by the Judicial Council. The following representatives shall be used for the project:

Judicial Council	Contractor
Organization	Organization
Department	Department
Street Address	Street Address
City, State Zip	City, State Zip
Phone	Phone
Email	Email

- B. Prioritization: The Contractor shall prioritize all communications regarding the Work that require a response by the Judicial Council. The Contractor shall initiate all communications regarding work as far in advance as is practical to permit timely Judicial Council response.
- C. Standard Communication Forms: Judicial Council and Contractor shall establish standard communication forms that shall be used by the Contractor in communications regarding the Work unless otherwise directed by the Judicial Council.

2.04 JUDICIAL COUNCIL REVIEW TIME

- A. Contractor shall allow the following review time periods:

1. Design Review	Fourteen (14) calendar days.
2. Requests for Information (RFIs)	Seven (7) calendar days unless stated otherwise in the Contractor Documents.
3. Submittals	Twenty-one (21) calendar days unless stated otherwise in the Contract Documents. Resubmittals shall be allowed the same for review as the time permitted for the initial submittal.
4. Substitution Requests	Fourteen (14) calendar days unless stated otherwise in the Contract Documents.
5. Other Requests	Fourteen (14) calendar days unless stated otherwise in the Contract Documents.

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2.05 ACCESS AND SITE COORDINATION

- A. Contractor is responsible for on-site installation supervision throughout the duration of the project.
- B. Contractor shall comply with the Judicial Council access procedures outlined in Exhibit E of the Site License.
- C. The Contractor is responsible for maintaining fire lane access and clearances at all easements at all times.
- D. The Contractor shall coordinate closely with the Judicial Council to ensure all construction activities minimize impact on Judicial Council operations at the sites.
- E. The Contractor and Judicial Council will mutually agree in writing on site access policies prior to the beginning of work. Policies will cover allowable times or schedules for entry, support for testing and inspections, access to utility meters and lockable disconnect, vehicle entry and access, use of site utilities or amenities, fencing requirements, and access points.
- F. The Contractor shall schedule its operations on the job site to provide for:
 - 1. Pedestrian/vehicle ingress and egress from site at all times, except if otherwise approved in writing by the Judicial Council.
 - 2. Driveways, Walkways and Entrances: Keep driveways, parking lots, loading areas, and entrances serving premises clear and available to Judicial Council, Judicial Council's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - 3. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - 4. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 5. The construction schedule shall show the start and end of any partial closures to any site access points. Contractor shall notify the Judicial Council **seventy-two (72) hours** in advance of any closures
 - 6. Contractor shall notify Judicial Council immediately upon any change in project schedule or operation that may affect access. Judicial Council will be responsible for notification to affected parties.
- G. Contractor, Contractor's employees, and all subcontractors shall adhere to applicable Judicial Council requirements as well as all Federal, State, and County Public Health and Judicial Council COVID-19 protocols.
- H. All active work areas must be fenced off from start of work at that area until completion or until area is safe for entry, whichever is longer. Temporary fencing and access control layouts shall be submitted to the Judicial Council and approved for each site prior to commencing construction. Temporary fencing shall also be installed to protect trees and vegetation adjacent to work areas from construction damage.
- I. During the operational phase, all staff or subcontractors must provide twenty-four (24) hours advanced notice to Judicial Council and check in with the Judicial Council upon arrival at the site.

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Contractor may obtain temporary power for construction trailer and small tool use from Judicial Council utility service or directly from utility in accordance with NFPA 70A.

2.06 EXISTING FACILITIES, PROTECTION AND REPAIR

- A. Contractor shall protect and maintain all the existing facilities within the project limit.
- B. The Contractor shall be responsible for specifying and conducting vegetation removal or trimming, including tree removal and/or trimming as needed. All tree stumps shall be ground or removed to a minimum of 12 inches below grade. Disturbed area shall be repaired to match surrounding area.
- C. Areas with trees eligible for removal or trimming will be identified with Judicial Council approval, or as noted in the Bridging Documents, and should be confirmed by the Contractor during the site walk. Trees to be removed shall be identified on the Contractor's proposal layouts and design drawings. The Contractor shall be responsible for obtaining any required permits from AHJs for tree or vegetation work.
- D. Contractors are responsible for ensuring Americans with Disabilities Act (ADA) compliance for the Project. This shall include design work necessary for AHJ plan check and all construction to meet permitted design. Cost for ADA work shall be per the Contract.
- E. Contractor is responsible for identification and removal of light poles that are in conflict with the Project. Light poles shall be removed to maintain reusability by the Judicial Council and transported to the location identified by the Judicial Council. Light pole foundation shall be chipped to a sufficient depth so as to allow for existing conduit to be contained in a concrete box that is flush with the surface and for resurfacing of areas surrounding any boxes to match existing surface. Chipping shall be a minimum of 6" below grade. Existing conduit that is not reused shall be capped and placed in a concrete box. Existing lighting controls may be reused, if available. Light poles to be removed shall be identified on the Contractor's proposal layouts and design drawings. Disturbed area shall be repaired to match surrounding area. Light poles shall be provided in good condition to the Judicial Council or disposed of at the Judicial Council's option.
- F. Contractor shall coordinate with the Judicial Council to provide spare conduits to support wiring for security cameras mounted to the carport structure.
- G. Contractor is responsible for restoring, and irrigating until vegetation is established, all vegetated areas disturbed by construction. Vegetation should be planted to match existing. Any irrigation disturbed during construction is to be repaired to original condition by the Contractor. The Contractor shall coordinate all landscaping and irrigation plans with the Judicial Council. The Contractor shall initiate a pre-construction survey with the Judicial Council to review the condition of irrigation systems prior to start of construction. Any such survey must be done with a Judicial Council representative.

2.07 UNDERGROUND UTILITIES

- A. The Contractor is responsible for locating and protecting all underground utilities. Contractor shall utilize Ground Penetrating Radar (GPR) for all areas with underground construction. Where

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critical underground facilities exist, Contractor shall perform potholing/hand digging to locate the utilities.

- B. Known existing utilities, improvements have been located with as much care as possible with the aid of Judicial Council records. However, the Judicial Council assumes no responsibility as to their exact location. Contractor shall take measures necessary to protect existing utilities and improvements. Any damages to existing utilities and improvements not included for demolition shall be repaired and or restored by the Contractor without cost to the Judicial Council.
- C. The Contractor shall contact the regional notification center, "Underground Service Alert," and schedule work required to allow for ample time for the center to notify its members and, if necessary, for any member to field locate and mark facilities as directed in Government Code Sections 4216 to 4216.9. Every person planning to conduct any excavation shall contact the appropriate regional notification center at least two (2) working days, but no more than fourteen (14) calendar days prior to commencing the excavation.
- D. Contractor is directed to and shall comply with Section 4216 et seq of the California Government Code, and Article 5.3.16, "EXISTING UTILITIES, IMPROVEMENTS AND OBSTRUCTIONS" of the General Conditions of this Contract and this Section.

2.08 CLEANUP

- A. Contractor is responsible for patching and repairing all building penetrations performed by the Contractor during installation. Conduit installed on the exterior of Judicial Council structures shall be painted to match.
- B. Contractor is responsible for disposing of all generated trash. Judicial Council owned dumpsters and trash bins may not be used for storage or disposal.
- C. Contractor shall clean all work areas on a daily basis and equipment after project completion. Contractor shall ensure that work areas are clear of construction debris, spoils and that all demolition and repair has been completed prior to releasing work areas to public access.
- D. Contractor shall provide the necessary personnel, equipment, and materials needed to maintain cleanliness. Conduct daily inspection to verify that requirements of cleanliness are being met.
- E. Use cleaning materials and equipment, which are compatible with the surfaces being cleaned. Such cleaning materials and equipment shall be approved by the Judicial Council. The Contractor shall use broom and vacuum cleaner to remove gravel and other loose materials generated by the Contractor operations to keep job site surfaces clean. The Judicial Council reserves the right to withhold approval of payment requests for failure on the part of the Contractor to regularly clean the project site in conformance with the requirements of this section. The Judicial Council also reserves the right to clean any work areas that have not been acceptably cleaned by the Contractor and charge the Contractor for the Judicial Council's cleaning costs.
- F. Upon completion of Work, and prior to final acceptance, the Contractor shall remove from the vicinity of work and dispose of all surplus materials and equipment used by the operations and completes all the cleaning and removal of rubbish and debris.
- G. The Contractor shall submit documentation to demonstrate the disposal site for all materials, equipment and debris is in compliance with all federal, state, and local regulations.

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2.09 WARRANTIES

- A. Contractor shall provide a one-year extended commissioning with full wrap troubleshooting and repair of all work and equipment installed as part of the Project to meet functional, operational and performance requirements. All work in the one-year extended commissioning period shall be at no cost to the Judicial Council, except for damage or misuse by Judicial Council or others not under the control of the Contractor.
- B. The Contractor shall be required to provide the following minimum warranties consistent with Net Energy Metering requirements and the California Public Utility Code 387.5(d)(4):
 - 1. A warranty of not less than 10 years to protect against defects and more than a 15% degradation of electrical generation output that may occur as a result of faulty installation.
 - 2. At least twenty-five (25) years for any PV modules
 - 3. At least ten (10) years for all inverters
 - 4. At least ten (10) years for all BESS systems.
- C. Meters shall have a 1-year warranty to ensure against defective workmanship, system or component breakdown, or degradation in electrical output of more than 15% from their originally rated electrical output during the warranty period. For meters that are integrated into the inverter, the meter warranty period shall be 10 years.
- D. Warranties for other energy systems shall be provided per the Contract and Bridging Documents. Where warranty requirements are in conflict, the more stringent shall apply.

2.10 ENERGY SYSTEM CRITERIA

- A. System areas as shown in the Bridging Documents are generally larger than necessary to allow for maximum design flexibility. Designs shall meet all performance criteria (e.g. production, storage, resiliency, etc.) outlined in the Bridging Documents. Should a site have insufficient area or be otherwise constrained in such a way that limits ability to meet targets, Contractor shall notify Judicial Council and provide recommended alternatives.
- B. The Contractor shall be responsible for identifying the appropriate conduit/conductor routes in coordination with the Judicial Council. Contractor shall adhere to the number of tie-ins at each site as required in the Bridging Documents. Any changes to interconnection schemes identified in the Bridging Documents shall be approved in writing by the Judicial Council.
- C. Judicial Council has submitted initial interconnection applications for PGE, SCE, and SDGE. For other utilities (Glendale Water and Power, City of Banning, LADWP, and IID) Contractor will submit for interconnection agreements. Contractor is responsible for assuming all utility coordination and interconnection related responsibilities, including completing and/or modifying all interconnection applications and completing all work required to achieve Permission to Operate (PTO) with the local utility and preserve NEM 2.0 grandfather for the IOUs. If any action is to be taken to jeopardize NEM 2.0 grandfathering the Contractor will first receive approval from the Judicial Council in writing.

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- D. The Contractor shall work with the Judicial Council as needed to provide visualizations of proposed systems and assessment of potential glare, reflectivity, or other visual issues.
- E. The Contractor shall work with the Judicial Council as needed to provide assessment of potential noise. The maximum sound level generated from the energy systems and any associated equipment under any output level within the energy system operating range shall be limited to 65 dBA at 50 feet in any direction.
- F. Systems shall be designed to perform in the ambient temperature conditions where they are installed. The Contractor shall ensure that all equipment is rated for sustainable operating temperatures over the ambient temperature range at the Project site(s).
- G. Measurement and metering shall meet requirements stated in the Contract. Data acquisition and storage systems shall meet 99.5% data recovery—i.e., no more than 0.5% data loss.
- H. Contractor shall work with the Judicial Council to ensure that monitoring and alarm systems are sufficient to ensure safety and to safely mitigate hazards, if hazardous conditions should arise.
- I. Incentives. The Contractor shall ensure that all incentives associated with the Project are maximized. Contractor shall assume incentive management requirements upon execution of the Contract and shall be responsible for ensuring incentives are fully realized, except for actions outside the control of the Contractor.
- J. FIELD TESTING AND EVALUATION. At a minimum, Contractor shall provide the following testing and evaluation for the first year of operation. See Specification 01 33 00 and other technical specifications for further requirements for the various energy systems.
 - 1. The Contractor shall coordinate with the Judicial Council on the development of a Measurement and Verification (M&V) Plan. The M&V Plan, to be developed by the Contractor and approved by the Judicial Council will assess at a minimum: 1) solar + storage operational and financial performance, 2) islanded operations performance, 3) demand response financial performance, and 4) installation issues, microgrid performance and operational constraints, and ability of the system to respond to grid emergencies.
 - 2. The Contractor shall provide the Judicial Council (or it's representatives) access to monitoring points/devices, as well as access to information on the microgrid over the 12-month testing and evaluation period, per the M&V Plan. After the 12-month testing and evaluation period, the Contractor shall implement recommendations to the microgrid system, provided by the Judicial Council (or it's representatives), to optimize the benefits from the microgrid.
 - 3. The Contractor shall provide a data monitoring system measuring Microgrid, BESS, and PV performance.
 - 4. The Contractor shall monitor the system using an automated system and provide the Judicial Council with data on performance. This data will include solar output, battery performance, and other functions to be defined in coordination with the Judicial Council.
- K. All other applicable California Public Works Code requirements.

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END OF SPECIFICATION SECTION 01 13 00