

**Exhibit 1**  
**Notice to Bidders**

## NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that County of Madera, California, will receive up to, but not later than **2:00 p.m. on Friday, July 15th, 2016**, sealed bids for the award of a contract for:

**Project: Proposed Installation of a 10 Kilowatt Solar Power Generation System at the County of Madera - Oakhurst Branch Library.**

Bids shall be received in the office of the County of Madera – Administrative Management Office, 200 West Fourth St., 4<sup>th</sup> Floor, Madera, California 93637.

Each bid must conform and be responsive to the Contract Documents, specifications and any other documents pertaining to the Project, copies of which are now on file and may be obtained after **Friday, June 24, 2016**, at the County of Madera Administrative Management Office, 200 West Fourth St., 4<sup>th</sup> Floor, Madera, California 93637.

**Location:** 49044 Civic Circle Drive, Oakhurst CA., 93644

### **Site Inspection**

Bidders are encouraged to visit the site and inspect the location for the construction of the Solar Power System.

### **Bid Documents**

Each bid shall be accompanied by the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the request for bids.

The County reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids.

It shall be the responsibility of the successful bidder to file and secure all require County, State or Federal Permits associated with Construction Activities.

### **Project Funding**

This is funded by the United States Department of Rural Development – Community Facilities Program and is classified as a Public Works Project subject to the rate of prevailing wage as established by the California Department of Industrial Relations. Bidders are herein notified that the State prevailing wage rates shall apply for all labor categories.

Bidders shall certify that they have registered with the State Department of Industrial Relations(DIR). Representative for general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. A copy of these rates shall be posted at the job site.

**Bidders and their subcontractors are required to verify wage rates with the State of California Department of Industrial Relations for all job classifications that will provide labor on this Project.**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

It shall be mandatory upon the bidder to whom the Contract is awarded, and upon any subcontractor under him, to comply with all Labor Code provisions, which include, but are not limited to, the payment of not less than the said specified rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license throughout the duration of the Contract.

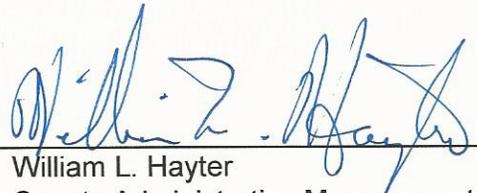
License requirements for this bid shall be as follows: (B)General Building Contractor or (C-46) Solar Contractor.

#### **Award of Contract**

The County shall award the Contract for the Project to the bidder submitting the lowest bid as determined from the base bid, and is deemed responsive and responsible by the County.

No bidder may withdraw his bid for a period ninety (60) calendar days after the date set for the opening of bids.

Dated this 24<sup>th</sup> day of June, 2016.



William L. Hayter  
County Administrative Management Office  
County of Madera, California

**Exhibit 3**  
**Sample Performance and Materials Bonds**

(SAMPLE)

**DOCUMENT 00600  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the County of Madera (hereinafter designated as "County" or "Public Entity"), by action taken or a resolution passed, \_\_\_\_\_, 2016 has awarded to \_\_\_\_\_ hereinafter designated as the "Contractor," a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of the project described as follows:

\_\_\_\_\_  
(the "Project"); and all other required facilities and permits, and;

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_ 2016, (hereinafter " Public Work Contract"), and

WHEREAS, said Contractor is required under the terms of said contract to furnish a bond for the faithful performance of thereof;

NOW THEREFORE, we, the Contractor and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, and must appear on the U.S. Treasury Department's most current list (Circular 570 as amended), as Surety are held and firmly bound unto the Public Entity in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which is one hundred percent (100%) of the total contract amount for the above stated Project. lawful money of the United States of America, to be paid to the County for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County, its officers and agents, as stipulated in the Public Works Contract, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications. In addition, no provision contained herein shall limit or reduce the County's rights and remedies against the Contractor or Surety for patent or latent construction defects, pursuant to California law including but not limited to California Code of Civil Procedures Section 337.15.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

**PERFORMANCE BOND**

PAGE 1 OF 2

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Contractor and Surety above named, on the day of \_\_\_\_\_, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Contractor,  
if corporation)

\_\_\_\_\_  
Contractor (Property Name of Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney in Fact

The rate of premium of this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged, \$ \_\_\_\_\_.

(The above must be filled in by corporate surety.)

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

\*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.

(SAMPLE)

DOCUMENT 00610  
PAYMENT BOND FOR PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the County of Madera (hereinafter designated as "County" or "Public Entity"), by action taken or a resolution passed, \_\_\_\_\_, 2016 has awarded to \_\_\_\_\_ hereinafter designated as the "Contractor," a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of the project described as follows:

\_\_\_\_\_  
\_ (the "Project"); and all other required facilities and permits, and;

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_ 2016, (hereinafter " Public Work Contract"), and

WHEREAS, said Contractor is required to furnish a bond in connection with said contract; providing that if said Contractor or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3181 of the California Civil Code; under the Section 13020 of the Unemployment Insurance Code; or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Contractor and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Contractor and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, and must appear on the U.S. Treasury Department's most current list (Circular 570 as amended), as Surety, are held and firmly bound unto the County, and to any and all material men, persons, companies, or corporations furnishing materials, provisions and other supplies used in, upon, for or about the performance of the said Public Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Public Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, excepting the said Contractor, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, said sum not being less than 100% of the total amount payable by said County under the terms of the said Public Work Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the Revenue and Taxation Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110, 3111, 3112 and 3181 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Contractor and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Contractor,  
if corporation)

\_\_\_\_\_  
Contractor (Property Name of Contractor)

By \_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

(Attached Attorney-In-Fact  
Certificate and Required  
Acknowledgements)

\_\_\_\_\_

\*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.

**Exhibit 4**  
**Rear Building Elevation**  
**and**  
**Main Electrical Panel Photos**





**Exhibit 5**

**PG&E Utility Bills from May 26, 2015 to May 23, 2016**

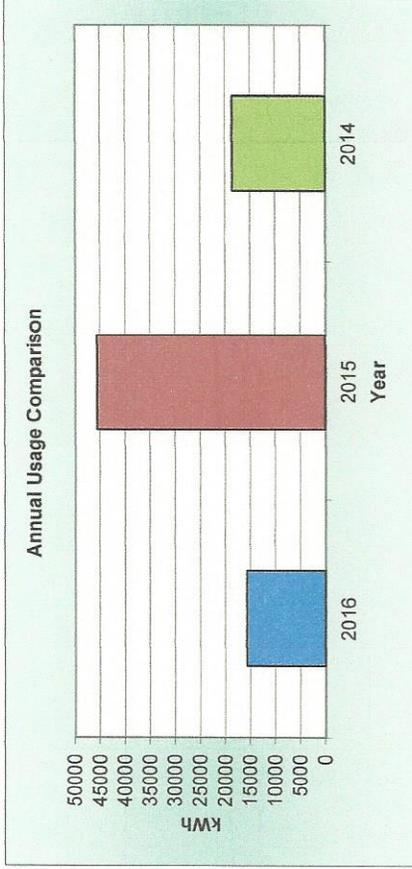
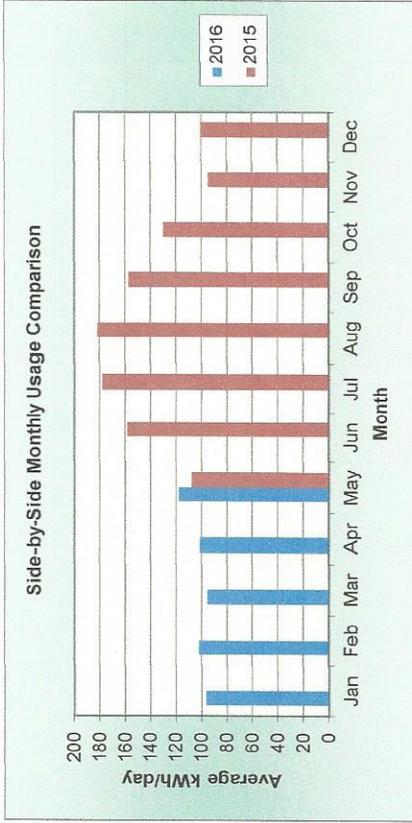


# Service Agreement Usage Report (06/21/2016)

**Customer:** COUNTY OF MADERA  
**Service Agreement#:** 2521351786 Start Date: 7/25/14 End Date:  
**Account#:** 2521351279 Premise: 7490188573  
**Service Address:** 49044 CIVIC CIR, OAKHURST, CA ,936448713447  
**Mailing Address:** 121 N G ST, C/O MADERA COUNTY LIBRARY, MADERA, CA, 936373511219  
**Postal/EDI:** POSTAL Mail Premise: 7490188573  
**Rep CC:**  
**Rep Out:**

**Person ID:** 7564560690 Person Ph: (559) 675-7703  
**SA Status:** 20 Person Ph:  
**Billing Serial:** B Local Ph: (559) 675-7707  
**Service Descript:** OAKHURST LIBI  
**Business Activity:** OAKHURST LIBRARY  
**NAICS Code:** 519120 Libraries and Archives  
**Life Support:**  
**Sensitive:**

**Service Points** Description Meter# ROBC SS Dev Transformer Substation  
 7490188505 Ele-Mtr-Com-3P-Transformerated 1009485696 50 14090 322463530370 OAKHURST



Electric	Charges	KWH
Latest 12 month totals	\$10,576.05	45,759
12 Month Average \$/kWh	0.2311	

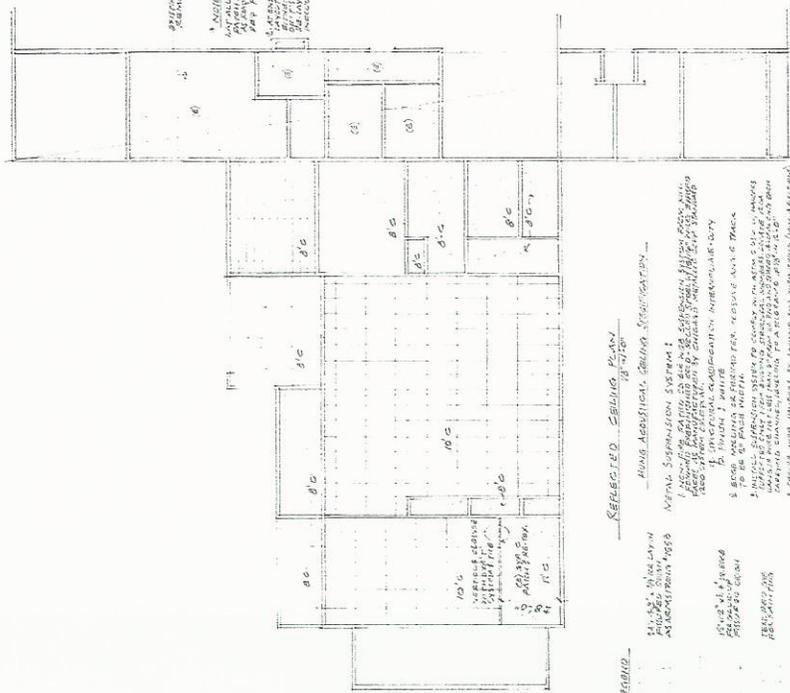
Caution! The Refresh usage data button will overwrite any billing history changes you made.

View Billing History From: 5/1/2015 To: 5/23/2016

Account #	SA #	Read Date	Days	Rate	KW	Peak KW	Part Peak KW	Off Peak KW	Peak KWH	Part Peak KWH	Off Peak KWH	Total KWH	Avg kWh/day	Elect Charges	Avg \$/kWh	Taxes	Total Charges
2521351279	2521351786	5/23/2016	29	HA1X	22	0	0	0	1,203	1,228	962	3,422	118	\$810.76	\$0.24	\$0.99	\$811.75
2521351279	2521351786	4/24/2016	32	HA1X	22	0	0	0	0	2,185	1,062	3,247	101	\$696.11	\$0.21	\$0.94	\$697.05
2521351279	2521351786	3/23/2016	29	HA1X	15	0	0	0	0	1,860	924	2,774	96	\$593.06	\$0.21	\$0.80	\$593.86
2521351279	2521351786	2/23/2016	30	HA1X	16	0	0	0	0	2,070	1,001	3,071	102	\$644.89	\$0.21	\$0.89	\$645.78
2521351279	2521351786	1/24/2016	33	HA1X	16	0	0	0	0	1,963	1,229	3,192	97	\$635.44	\$0.20	\$0.92	\$636.36
2521351279	2521351786	12/22/2015	30	HA1X	16	0	0	0	0	2,003	1,021	3,023	101	\$521.93	\$0.17	\$0.88	\$522.81
2521351279	2521351786	11/22/2015	31	HA1X	19	0	0	0	302	1,535	1,106	2,943	95	\$579.46	\$0.20	\$0.85	\$580.31
2521351279	2521351786	10/22/2015	29	HA1X	26	0	0	0	1,597	1,108	1,070	3,775	130	\$951.41	\$0.25	\$1.09	\$952.50
2521351279	2521351786	9/23/2015	30	HA1X	28	0	0	0	2,034	1,400	1,294	4,728	158	\$1,191.70	\$0.25	\$1.37	\$1,193.07
2521351279	2521351786	8/24/2015	32	HA1X	31	0	0	0	2,409	1,818	1,595	5,822	182	\$1,471.65	\$0.25	\$1.69	\$1,473.34
2521351279	2521351786	7/23/2015	29	HA1X	30	0	0	0	2,289	1,622	1,255	5,166	178	\$1,312.08	\$0.25	\$1.50	\$1,313.58
2521351279	2521351786	6/24/2015	29	HA1X	30	0	0	0	1,992	1,433	1,171	4,596	158	\$1,167.56	\$0.25	\$1.33	\$1,168.89
2521351279	2521351786	5/26/2015	30	HA1X	21	0	0	0	1,014	1,281	949	3,244	108	\$778.45	\$0.24	\$0.94	\$779.39

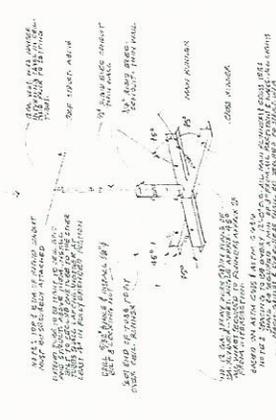
**Exhibit 6**  
**Roof Plan**



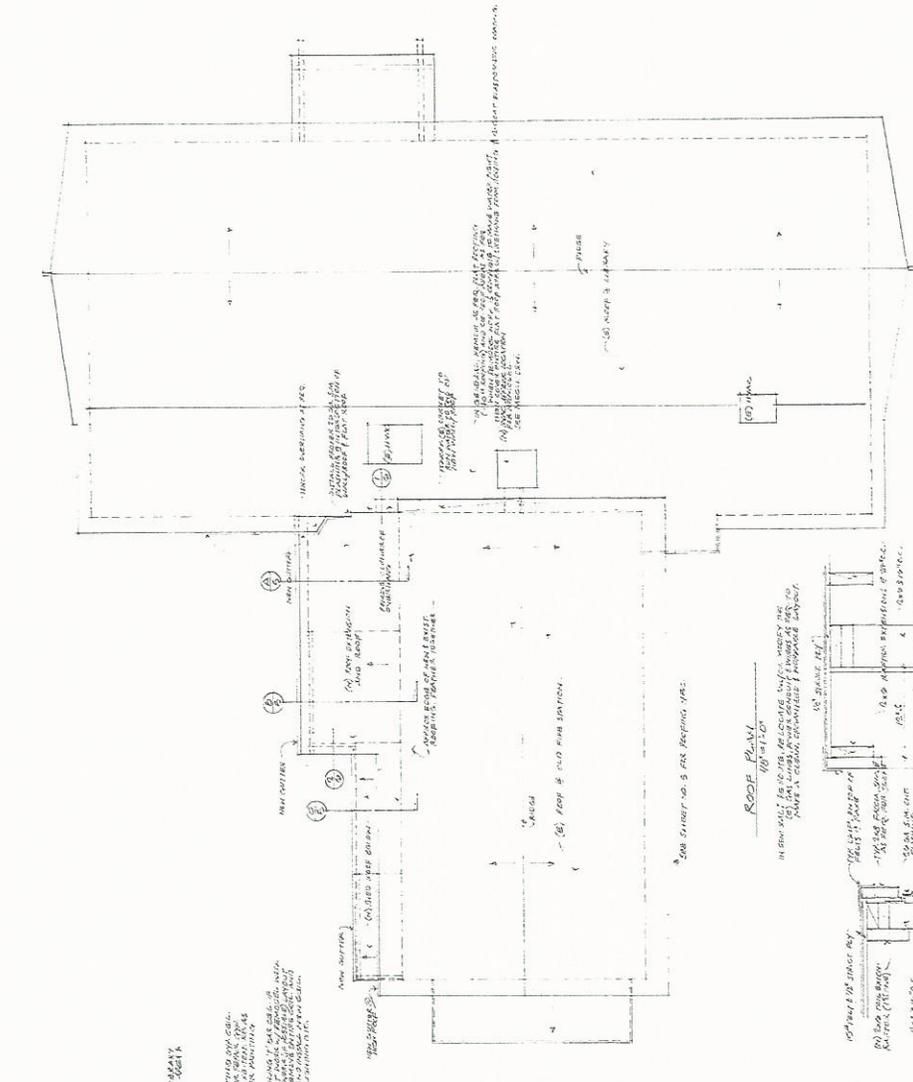


**SELECTED SECOND FLOOR**

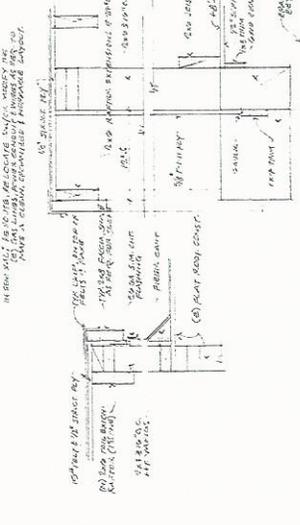
- 1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF CONTRACT.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
- 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- 5. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.



**CEILING JOIST CONNECTION**



**ROOF PLAN**



**TRUSS CONNECTION**



JOHN W. HARRIS  
REGISTERED ARCHITECT  
NO. 10,000  
STATE OF CALIFORNIA  
EXPIRES 12-31-1938

OWNER: COUNTY OF MADIRA  
PROJECT: ROOF & REPAIRED CEILING PLAN  
MISC. DETAILS

**Exhibit 7**  
**Minimum Specifications**

**COUNTY OF MADERA**  
**OAKHURST BRANCH LIBRARY SOLAR PROJECT**  
**EXHIBIT 7**

**MINIMUM MATERIALS / PERFORMANCE SPECIFICATIONS**

**A. Scope of Work:**

Contractor shall propose a system that attains top energy cost savings and provide written support of calculations. This should include the application of any possible state, federal, and utility company rebates.

At a minimum, contractor shall provide the following:

1. Written certifications and warranties for each component covering manufacturers warranties and installation by the contractor
2. Estimated system life for each component
3. Operation and maintenance manuals
4. Anticipated PV degradation

**B. Material Specifications:**

At a minimum, Contractor shall provide the following:

1. PV panels shall be:

SolarWorld Model: Protect SW 270 Mono Black 270 W Glass-Glass Monocrystalline Module, Black Backsheet (*or equal*)

2. Inverters shall be:

Enphase Energy Model: M250-60-240-S22 250 W, 240 Vac inverter (*or equal*)

3. Standard components shall be:

Racking and mounting components

- Satisfy the Uniform Building Code

AC and DC disconnects

- Satisfy the National Electric Code and PG&E requirements

Wiring, conduit and overcurrent protection

- Satisfy the National Electric Code and PG&E requirements

### **C. Performance:**

1. Total system size:

+/- 10 KW DC power, +/- 8.5 KW AC power

2. Estimated annual production:

+/- 15,000 KWH

3. Bidder information:

a) Output due to shade anticipated to be 95%

b) Array orientation and area

c) Roof mount approximately equals 2,040 square feet, tilt equals 30 degrees, azimuth: 225° SW

d) Design system and secure basic building or electrical permit. Install specified system in good workman like manner. Complete and submit utility interconnection documents. Coordinate building, electrical utility inspections (as applicable).

e) Additional components and allowances:

Specify any costs to be included in the contract as adders or allowances