

Project # A1322-02 NJDOT Headquarters Solar PPA

Bulletin C

Revised 2021-11-3

STATE OF NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION PO BOX 034, TRENTON, NJ 08625-0034

PROJECT#: **A1322-02 NJDOT Headquarters Solar PPA**

A/E: **Gannett Fleming**

DATE: **1-26-2022**

BULLETIN C

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefor.

This Bulletin is issued for the purpose of amending certain requirements of the original Contract Documents, as noted hereinafter, and is hereby made part of and incorporated in full force as part of the Contract Documents. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

- I. Bid Due Date Extension – The bid duration for this project has been extended and bids will be due on Thursday, February 3, 2022 at 2pm. The State is discussing to the multiple lot issue on this site and a response with instructions to bidders, will be identified in a following bulletin.
- II. Attachments to Bulletin C
 - A) Attachment 1 – Revised E101 drawing from Gannett Fleming (*with reference table related to meter information & Ground Mount Change related to G2 deleted and G3 added*)
 - B) Attachment 2 – Floor Plan – E&O Meter Location
 - C) Attachment 3 – Requested Copy of a Single Month Meter Billing (3 meters)
 - D) Attachment 4 - Requested Electric Meter Room Photos (2 meters)
 - E) Attachment 5 – Drawing L-0607 – Electrical Details

III. Questions and Responses:

A) *J. Brown (EZnergy)* –

- 1) We had several people review the provided information on this project and the one piece of information we need to know is on the attachment E101 where the actual meters are that are mentioned in chart and as per the electric usage provided. What we can't figure out is where the meters physically located. We can only install solar into a meter up to its annual usage. Can you please mark up the E101 page with the meter location and number? We can't decipher this from the information provided so far. All vendors must be struggling to find out where the meters are physically located on the drawings. Any help would be appreciated. Thanks.

Response: Please refer to the Bulletin C - Attachment 1 revised E101 drawing from Gannett Fleming.

B) *S. Musich (Onyx)* –

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- 1) I am being told the site is remote net metered so it shouldn't be necessary to match system production to meter consumption. Please confirm.

Response: System design and limiting the risk for qualification of applicable incentive options are all part of the Vendors proposal. The State will not confirm a specific method to achieve this best value at this site and will rely on the experience of the Vendor. See response to question below pertaining to the parcels shown on the tax map.

- 2) Based on these meter descriptions could you tell me what meters align with consumption and location

Meter Consumption (kWh)	DC Size estimated on 1200 yield (kW)	Meter Description	Number on plans
18877	15.7	Adjacent to sidewalk on lower ferry road - skinny enclosure with disconnect	
24875	20.7	Silver Box in front of MOB parking along sidewalk	
3893681	3244.7	Basement of E&O, South Wall in HVEPR	
2430365	2025.3	Bldg 22 - small bldg next to 19 on south wall in southeast corner	
82720	68.9	South Side of Modular building behind Thiokol	
101160	84.3	South Wall exterior in little room with no door	
1875794	1563.2	electric shed outside building 2 Thiokol south entrance	
21720	18.1	Southwest corner of building exterior	
820	0.7	interior rear south wall of building	
3436	2.9	yellow shack by railroad beside DOT	
10630	8.9	North side fence behind DOT	

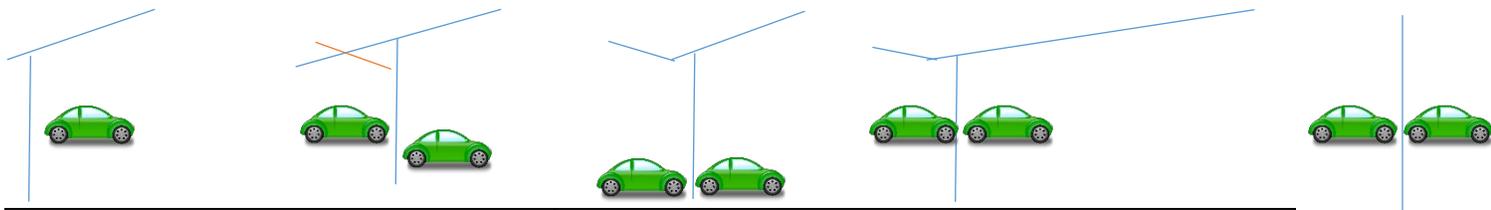
Response: Please refer to the Bulletin C - Attachment 1 revised E101 drawing from Gannett Fleming.

C) *B. Dakake (SunPower) –*

- 1) To generate more solar electricity from the parking lots' available square footage, we would like to propose some canopy designs that cover not only the parking spaces but the drive aisles between them. This is a more efficient design, and should result in a lower overall PPA rate to the State. Is this acceptable? [see basic drawings below.]

Response: This proposed idea to cover the drive aisles is acceptable to the NJDOT, while maintaining compliance with other specified requirements.

- 2) May we provide a “dual-tilt” canopy proposal, which would allow for a more efficient water management system? A dual-tilt’s V-structure more easily collects water at its low point, directly above downspouts that attach to the steel columns, vs a single-tilt canopy’s single plane, which would then require additional structure to bring water back to the steel column from the lowest point of the solar panels. A dual-tilt’s V-structure also better captures snow, which could “avalanche” off a single-tilt’s single plane. [Note: the pictures provided of the Cherry Hill site’s existing solar canopies reflect a structure that was built specifically to cover a single row of parked vehicles; not the more standard double-row found at the DOT HQ. As such, the Cherry Hill projects had to use more steel to offset its cantilevered build. We suggest a (non-cantilevered), standard, dual-tilt structure to better conform to the layout of the DOT HQ’s parking lots.] For comparative purposes, here are some rudimentary drawings:



Single-Tilt		Dual-Tilt	
Cantilevered (Cherry Hill)	Standard	Standard	Long-Span
Requires more steel to support lopsided structure	OK in dry areas, but allows “avalanches” of snow; requires long downspouts [orange line above] to return water from panel low-point to column, which could impact min height clearance	Ideal for water-managed systems	Increases system size by covering drive aisles without requiring additional (expensive) foundations or columns

Response: This proposed idea for dual tilt is acceptable to the NJDOT, while maintaining compliance with other specified requirements.

- 3) We assume that the canopies’ water management system should bring water to grade, and does not need to tie into sub-grade drains or pipes, either new or existing. Is this correct?

Response: Water management to grade is acceptable to the NJDOT. Existing impervious / asphalt surface storm drainage grading plan shall be reviewed by the vendor along with any required site surveys necessary to determine the maximum canopy surface area to be collected and distributed to a specific drainage basin.

- 4) Can clearance height be reduced to 11-15 ft? [If so, please pick a particular height.] Going to 16’6”, as specified in the RFP, would be by far the highest clearance we’ve ever been asked to build across hundreds of megawatts of canopies. Not only is the length of steel a cost driver that will result in a higher PPA rate to the State, but higher wind loads at greater elevations may also require increasing the gauge of steel used, further increasing costs.

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Response: The NJDOT has agreed to the height reduction and identified that a minimum height of 15' clearance shall be used throughout the site.

- 5) For water management, instead of a solid underdecking, which is expensive and makes accessing panels post-installation for O&M purposes very difficult, may we use a series of gutters and downspouts? [Although decking may have been used ~15 years ago in NJ, when SREC prices were \$500-700/MWh, that kind of project can no longer be supported in the current SREC environment and the industry standard is now for a much more open design, to keep both installation and future O&M costs low (and therefore maintain affordable PPA rates.)]

Response: The canopies must be designed to handle and manage precipitation per the site specific requirements. The suggestion by a vendor in using a series of gutters and downspouts that has been installed on a previously tested site within this weather region shall be reviewed during the post bid interview.

- 6) Does each page in Attachment 2 represent a unique utility account – are the “installation numbers” actually PSEG utility account numbers? Or do all pages reside under a single utility account?

Response: The Bulletin A - Attachment 2 lists the meter number at the top left corner of each page. No, the installation # is the PSE&G (utility) number they included when they provided the historic energy use data and it is how PSE&G track a certain piece of equipment. As far as the multiple account numbers that we have on site ... please see account numbers for reference below.

Account #	PoD ID #	Meter #
6517239200	PE000008366994506188	626050572
4200061600	PE000008608816843996	9214017
4200766205	PE000009095505543996	9209078
6718667005	PE000009582238304491	727000385
6604850706	PE000010555358079203	678000560
4200966409	PE000010555452106188	9213832
6747218507	PE000010798875059064	226002024
6709152103	PE000011043260681071	9195305
6753819401	PE000011776357388786	626061692
7067246903	PE000011999297259064	626076705
7060815503	PE000012008448330185	626076708
6540567804	PE000011287919263280	9218208

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- 7) Would you show on the map where Installation number 4000675783 electric room is located exactly on Building E&O?

Response: The meter is located in the basement of the E&O building. See revised E101 drawing for general location. The basement floor plan has been provided as part of this bulletin with the location of the meter. See Bulletin C – Attachment 2 – Floor Plan E&O Meter Location.

- 8) Are we required to tie in the solar systems as laid out in Attachment 3- A1322-02GannetFlemingDrawings “Electric Utility Service (#) and Solar Panel Fed”? If we do, where would carports C9 and C10 tie in?

Response: The Bulletin A - Attachment 3 included within the mini-bid documents is for reference and to provide ideas / adjacent meter locations for the developers plan. There is no specific requirement / mandate by the owner to tie in the array systems the developer is proposing with what the consultant has suggested. The primary purpose for the drawings are to be specific in providing / limiting allowable areas for development. All other info on those drawings are intended to help the developer understand the site. Please refer to the Bulletin C - Attachment 1 - Revised E101 drawing from Gannett Fleming.

- 9) Please provide a copy of a month’s utility bill for the below meters:
- a. 9214017
 - b. 9209078
 - c. 9213832

Response: Monthly bills for the meters requested, have been provided. See Bulletin C – Attachment 3 – Requested Copy of a Single Month Meter Billing.

- 10) Please share electrical as-builts for switchgear related to the meter 9213832 – Attachment #6 (f). This document is listed in Bulletin A, but we do not see it in the attachments provided.

Response: The request is for the meter outside Thiokol. An error occurred when uploading originally on the website. It is there now in Bulletin A attachments, listed as “Attachment 6 - THIOKOL BLDG ONE - LINE DIAGRAM & FLOOR PLAN (E6.0)”

- 11) Please share T0583 Cherry Hill as-built drawings mentioned in bulletin (A) attachment (4a).

Response: An error occurred when uploading originally on the website. It is there now in Bulletin A Attachments, listed as “Attachment 4 - T0583-00 Cherry Hill Carport As-Built Drawings”.

- 12) Please share photos of the electrical room related to meter below:
- a. 9209078
 - b. 9213832

Response: During the mandatory walk through, the electric rooms where the above meters are located were visited and photos were allowed to be taken by all attendee’s without restriction. Additional photos have been provided as part of Bulletin C – Attachment 4 - Requested Electric Meter Room Photos.

- 13) After reviewing attachment “DesktopEnvironmentalReviewMaps”, although NJDOT owns the entire campus, the campus itself is composed of several smaller parcels (refer Page 3 of the document). Will the energy produced on one parcel be expected to be used on the same parcel? If not, that is an area of potential concern – particularly for meter 9214017.

Response: After review of this question and the requirements for net metering, the State has revisited the tax map, which does reflect the numerous lots within the Block site. DPMC / DOT is actively pursuing ideas associated with the merger of all the lots within Block 320 into a single lot or another solution. This question remains open and we will provide direction on this issue in a future Bulletin.

- 14) Who will be the permitting agency for this project? Is the State self-permitting at this location, or will we need to go through the local town’s building department?

Response: The construction permitting agency for this project is DCA, not the local code enforcement. This site improvement may be reviewed by DPMC plan review, but either way, a State agency will be performing the plan review.

- 15) It is inevitable that the system proposed on Jan 27, 2022 will differ from what is actually gets built. Aside from natural design changes that occur in the course of any project, there are also external factors beyond anyone’s ability to control – changes in tax rules, NJ solar incentives, utility requirements, finding unexpected conditions subgrade (despite industry standard pre-construction due diligence), etc. When this happens, how does the PPA contract allow for a price change? E.g., if the local utility requires a significant sum to upgrade its distribution network to accept 100% of the envisioned solar project, but \$0 to accept 50% of the envision solar project, will the State allow the PPA rate to increase to either cover the large interconnection fee or the “diseconomies” of scale that would come from building a much smaller project? How will change orders be addressed?

Response: There are no change orders. The PPA includes conditions to obligations language and a date. The rate will not be re-negotiated from the rate that is submitted during this mini-bid process.

- 16) May we assume the following:

- a. AC conductors may be copper or aluminum, according to the electrical engineer of record’s determination
- b. Concrete encasement is not included
- c. Union labor is not required
- d. Upon PPA termination, subgrade materials do not need to be removed. E.g., removal of carport concrete foundations would be extremely expensive and disruptive to NJDOT’s operations

Response:

- A) Yes. Materials used and connections to equipment must be compliant with code.
- B) The concrete encasement identified within the canopy specification of the T3104 Bid Solicitation for structure protection is required to a minimum height of 3’ above grade, if steel is exposed with no protection. As far as concrete encasement for duct banks, this shall be provided, if required by code.
- C) Requirement for NJ Public Works Certification is applicable to this project.
- D) After review of this question, the NJDOT has advised that all bidders shall remove canopy foundations and junction boxes that are abandoned under the Contract to a minimum depth of 2 feet below the finished grade in the parking areas. Ground mount system subgrade materials shall be

removed to a minimum depth of 12 inches. Guidance in answering this question for the parking areas and roadways was taken from Section 201.03.01 – Clearing Site from the NJDOT Standard Specifications for Road and Bridge Construction. A link to the entire specification booklet is as follows:

[2019 Standard Specifications for Road and Bridge, Specifications, Engineering \(state.nj.us\)](https://www.state.nj.us/transportation/standardspecifications/specifications/engineering)

CONTRACT QUESTIONS:

17) In Exhibit 4, may we replace “Using Agency” with “State” since it will be the State who will be counterparty to this agreement?

Response: No. The responsibilities of all the parties need to be distinguished within the agreement. The “Using Agency” shall remain within this agreement.

18) In Exhibit 4, Section 4a, please confirm that the State will be responsible for paying for 100% of the solar system’s kWh output? The paragraph that talks about “pro-bono publico” is confusing. In NJ, if the system generates more electricity than the site consumes at any single moment, that excess generation is credited against future use. In other words, the State receives a financial benefit for 100% of the system’s generation, whether it spins the meter backward at that moment or not, and therefore must pay for 100% of the generation.

Response: It is understood that there is an annual true-up of usage verse generation in which credits get utilized as a one for one, but with regard to the Pro-Bono paragraph, this is in the unlikely event of excess generation (credits) beyond the annual usage true up would get credited to the State account via the wholesale rate. If that occurs, the wholesale credits are applied to the owners utility bill (receiving a benefit), while the developer receives nothing.

19) Section 5d, Payment Terms: can payment terms be changed from 60 to 30 days? 30 days is industry standard, and longer terms will require a higher PPA rate to cover the float.

Response: No. The 60 days cannot be changed from the standard terms and conditions for the T3104 contract.

20) Section 7i, Warranty: may we stipulate the Utility kWh Cost? This will save a lot of annual headaches, which the State and Vendor would otherwise have to incur each year should there be a shortfall in production and calculations need to be done to determine liquidated damages. We would suggest a Year 1 Utility kWh Cost of \$0.095/kWh, escalating at 2% annually.

Response: All bidders shall utilize a Year 1 Utility kWh Cost of \$0.1096/kWh, escalating at 2% annually when determining the comparable rate, if a shortfall occurs.

21) Section 7j, Utilities: please delete the last sentence of this section. The Vendor will not consume any electricity from the completed solar system. Electrical consumption for lights attached to the solar carports or any EV chargers will come from NJDOT accounts/circuits and will not impact the kWh generated by the solar arrays.

Response: This clause is required to provide compensation should the Vendor [Contractor] consume any electricity from the completed system.

22) Section 7o, iv, Payment and Performance Bonds: please define Engagement Subcontractor

Response: Refer to section 3.3 within the Blanket PO.

23) Section 16.1: please deleted the sentence allowing the Director of the Div of Purchase and Property from unilaterally amending a contract when the Director determines it is in the best interest of the State. What would be the purpose of having a contract if this clause were to remain?

Response: This clause allows the Director to make changes in accordance with paragraph 17 L. of this agreement.

24) Section 16.4.1.1, Limitation of Liability:

- a. please amend from current 300% cap to industry standard 100% cap.
- b. The total value of the contract should not use as one of its factors the electricity price the State currently pays. Instead, this factor should be changed to be *difference* between the Utility kWh Cost [see question 20] and the PPA rate. This better reflects the true value of the contract – which is not the State’s total electric bill, but the savings off the electric bill that this PPA contract will generate.
- c. Similarly, the full term of the PPA should not be used as another factor in calculating liability. Instead, the *remaining* term from when the liability was incurred should be used.

Response:

- a. 300% remains. This was a recommendation from the Risk Management Unit.
- b. No – the value of the contract is the total amount of the electricity to be purchased by the State throughout the term of the contract.
- c. No.

25) Please insert a clause that the State indemnifies the Vendor for any losses resulting from Hazardous Materials, except for the Vendor’s negligence or willful misconduct.

Response: By law, the State cannot agree to indemnify.

26) Section 16.6.1, Price Fluctuation: please remove or amend the second paragraph. If amended, it should be made fair, such that price reductions *and increases* flow through to the State.

Response: No. this clause will remain.

27) Can Section 16.7 be deleted entirely? This contract does not appear to be funded with federal funds.

Response: This clause is required in the Blanket PO, should federal funds be used in the future.

28) Section 13.c, Remedies for Failure to Comply with Material PPA Requirements: Would the State consider replacing the existing language with the following more specific clauses?

Response: No. The proposed changes below will not be accepted.

- i. *State Defaults. The occurrence of one of the following events will constitute a “State Default” pursuant to this PPA:*

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- i. *Failure to Pay Default.* The failure of the State to pay during the Term any amounts owing to Vendor {Contractor} on or before the date on which such amounts are due and payable under the terms of this PPA and the State's failure to cure such failure within fifteen (15) days after the State receives written notice of each such failure from Vendor {Contractor}.
 - ii. *Performance Default.* Unless due to a Force Majeure Event pursuant to this PPA, the failure of the State to perform or cause to be performed any other material obligation required to be performed by the State under this PPA, or the failure of any representation and warranty set forth herein to be true and correct as and when made; provided, however, that if such failure by its nature can be cured, then the State shall have a period of thirty (30) business days after receipt of written notice from Vendor {Contractor} of such failure to the State to cure same and a State Default shall not be deemed to exist during such period; provided, further, that if the State commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for one hundred twenty (120) additional days; provided, finally, that in any event if such failure shall continue for at least five (5) days after notice to the State and shall result in lost revenue to Vendor {Contractor}, Vendor {Contractor} shall be entitled to reasonably estimate the amount of revenue that would have been obtained and shall invoice the State therefor.
 - iii. *Bankruptcy Event Default.* The occurrence of a Bankruptcy Event in connection with the State.
 - iv. *Change Order Default.* Failure by the State to acknowledge and agree to a commercially reasonable change order.
 - v. *License Default.* A material default by the State under the License occurs or if the State ceases to have the right to occupy the Premises Site and to permit Vendor {Contractor} to own and operate the System thereon.
- ii. *VENDOR {CONTRACTOR} DEFAULTS.* The occurrence of one of the following events will constitute a "Vendor {Contractor} Default" pursuant to this Agreement:
- i. *Performance Default.* Unless due to a Force Majeure Event pursuant to this Agreement, the failure of the Vendor {Contractor} to perform or cause to be performed any obligation required to be performed by the Vendor {Contractor} under this Agreement or the failure of any representation and warranty set forth herein to be true and correct as and when made; provided, however, that if such failure by its nature can be cured, then the Vendor {Contractor} shall have a period of thirty (30) business days after receipt of written notice from the State of such failure to the Vendor {Contractor} to cure same and the Vendor {Contractor} Default shall not be deemed to exist during such period; provided, further, that if the Vendor {Contractor} commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for one hundred twenty (120) additional days.
 - ii. *Bankruptcy Event Default.* The occurrence of a Bankruptcy Event in connection with the Vendor {Contractor}.
 - iii. *License Default.* A material default by the Vendor {Contractor} under the License occurs.
- iii. *THE STATE'S REMEDIES UPON OCCURRENCE OF A VENDOR {CONTRACTOR} DEFAULT.*
- i. *Termination.* If a Vendor {Contractor} Default as described in Section 13.d has occurred and is continuing, and if the Vendor {Contractor} fails to correct or cure the conditions causing such Vendor {Contractor} Default within ten (10) days after the Vendor {Contractor} shall have received the State's written notice of the State's intent to terminate this Agreement as a result of such Vendor {Contractor} Default, then this Agreement shall terminate and be of no further force or effect as of the last day of such ten (10) day period and the Vendor {Contractor} will have the right to enter onto the Site and remove the System in accordance with this PPA.
 - ii. *Other Remedies.* Exercise any other remedy the State may have at law or equity or under this PPA.
- ii. *THE VENDOR'S {CONTRACTOR'S} REMEDIES UPON OCCURRENCE OF A STATE DEFAULT.*
- i. *Termination.* If a State Default as described in Section 13.c has occurred and is continuing, and if the State fails to correct or cure the conditions causing such State Default within ten (10) days after the date on which the Vendor {Contractor} gives the State written notice of the Vendor {Contractor}'s intent to terminate this Agreement as a result of such State Default, then this Agreement shall terminate and be of no further force or effect as of the last day of such ten (10) day period and the Vendor {Contractor} shall have the right to A. cause the State to pay (and the State shall have the obligation to pay to the Vendor {Contractor}) the applicable Termination Amount set forth in Exhibit 5, Termination Payment Schedule and B. enter onto the Site and remove the System in accordance with this PPA.
 - ii. *Other Remedies.* Exercise any other remedy the Vendor {Contractor} may have at law or equity or under the Agreement.

D) C. Avila (Advanced) –

- 1) Can a map of underground utilities be provided?

Response: A map of underground utilities has been provided for reference only. See Bulletin A - Attachment 5 - NJDOT Headquarters Utility Site Plan.

- 2) Can module-to-module gasketing be used for water management instead of under canopy

decking?

Response: The canopies must be designed to handle and manage precipitation per the site specific requirements. The suggestion by a vendor in using module to module gasketing that has been installed on a previously tested site within this weather region shall be reviewed during the post bid interview.

- 3) Please confirm that the Base Rate Pricing Line should match the Vendor Rate from the SOME OR ALL US MATERIALS Price List as noted in Part 2.1.B. of A1322-02NJDOTSiteSpecificSummary.pdf. This requirement seems contradictory given that this project does not have a Buy American requirement and because the bidder pool is open to bidders qualifying in the Some or All Non-US Materials North Region. It would seem more appropriate to provide the Base Rate Pricing from the SOME OR ALL NON-US MATERIALS Price List.

Response: A base rate pricing line no longer exists on the bid proposal form. Delete Part 2.1B of the A1322-02 NJDOT Site Specific Summary and replace with... Total Rate Pricing Line to be filled in on the Bid Proposal Form must utilize the Vendor (Contractor's) Base Rate from the SOME OR ALL NON US MATERIALS Price List found in the T3104 Contract with the appropriate adjustment for the site specific adder or deduct.

E) *A. Korobkin (HESP) –*

- 1) The RFP includes a list of the carport and ground arrays as well as a list of each array's intended point of interconnection. Can you please provide the associated meter numbers for each Point of Interconnection included on that list.

Response: A revised drawing has been provided as part of this bulletin with regard to compiled meter information. Please refer to the Bulletin C - Attachment 1 revised E101 drawing from Gannett Fleming. There is no specific requirement / mandate to tie in the array systems the developer is proposing with what the consultant has suggested. The primary purpose for the drawings are to be specific in providing / limiting allowable areas for development. All other info on those drawings are intended to help the developer understand the site.

- 2) Please recommend a Point of Interconnection for the additional Carport Areas 9 & 10. Please provide associated meter numbers for these as well.

Response: A revised drawing has been provided as part of this bulletin with regard to compiled meter information. Please refer to the Bulletin C - Attachment 1 revised E101 drawing from Gannett Fleming. There is no specific requirement / mandate to tie in the array systems the developer is proposing with what the consultant has suggested. The primary purpose for the drawings are to be specific in providing / limiting allowable areas for development. All other info on those drawings are intended to help the developer understand the site.

- 3) Attachment 3 includes information for utility meters that are not included as intended points of interconnection. Are these electrical service locations available as possible additional points of interconnection? Some of those meters show large electric loads which could benefit from solar generation offset. Conversely, some of the proposed service meters show very small loads which

would not benefit much from a solar installation.

Response: A revised drawing has been provided as part of this bulletin with regard to compiled meter information. Please refer to the Bulletin C - Attachment 1 revised E101 drawing from Gannett Fleming. There is no specific requirement / mandate to tie in the array systems the developer is proposing with what the consultant has suggested. The primary purpose for the drawings are to be specific in providing / limiting allowable areas for development. All other info on those drawings are intended to help the developer understand the site.

- 4) Are bidders required to interconnect to the utility service specified for each array, or can bidders propose to interconnect into other service locations?

Response: A revised drawing has been provided as part of this bulletin with regard to compiled meter information. Please refer to the Bulletin C - Attachment 1 revised E101 drawing from Gannett Fleming. There is no specific requirement / mandate to tie in the array systems the developer is proposing with what the consultant has suggested. The primary purpose for the drawings are to be specific in providing / limiting allowable areas for development. All other info on those drawings are intended to help the developer understand the site.

- 5) Are there zoning requirements that determine a specific setback needed from public roads?

Response: Please refer back to Bulletin A, Part E.1.a.; as it pertains to Zoning requirements on State owned property. As far as the ground mount, the site requires a minimum 6' buffer between the existing fence and the vendors new ground mount array fence, to allow for the owner to maintain that grass section. We offer no additional comment related to canopy set back, other than what has already been identified in the Bulletin A reference.

- 6) What is the minimum clearance requirement for the canopies?

Response: The height requirement originally requested at this site has been reduced, per this Bulletin C, to a 15' minimum clearance height.

- 7) Is there any geotechnical information available for this project?

Response: The Environmental Consultant updated the project report and a new report was provided in Bulletin B , Part C, Soil & Well Monitoring Information Solar Project 2021 – dated 12/13/2021, which has recent well ground water sampling and soil boring logs. Be advised that any soil that is generated from this site (i.e. dirt being excavated for footing etc.) MUST be disposed of appropriately, because it is classified as regulated materials due to contamination.

- 8) Is NJDOT planning to do any repaving of parking lots associated with this project?

Response: The owner is NOT planning a repaving project in concert with the canopy construction, at this time. The Vendor is responsible for proper finishing of trenches and/or any disturbance / damage of pavement as a result of their work. For reference, see Bulletin C – Attachment 5 – L-0607 Electrical Details. This is the NJDOT Std. Elect. Detail, which shows typical conduit installation guidelines for Rigid Metallic and for Rigid Non-metallic conduit. Rigid Metallic is to be used under roadways/parking lots that would be exposed to vehicular traffic. Rigid Non-metallic can be used for grass areas. The area

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where the pavement restoration occurs is typically milled out wider than the trench that was cut for the conduit. For water infiltration purposes, is it best to have the top coat of pavement offset from the trench by a few inches on each side of the trench and the joint where the new pavement meets the existing pavement shall have polymerized joint adhesive applied to make a permanent seal.

The DOT Specs. for Road & Bridge Construction as well as all of our details can be found on-line at: [NJDOT Engineering \(state.nj.us\)](http://www.state.nj.us/engineering)

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