



RESOURCES & INFRASTRUCTURE COMMITTEE

REGULAR MEETING
 Tuesday, July 23, 2019 - 2:00 PM
 1000 Main Street Cambria, CA 93428

AGENDA

- A. CALL TO ORDER
- B. ESTABLISH QUORUM
- C. CHAIRMAN'S REPORT
- D. SUB-COMMITTEE AD HOC REPORTS

1. PUBLIC COMMENT

Members of the public may now address the Committee on any item of interest within the jurisdiction of the Committee but not on its agenda today. In compliance with the Brown Act, the Committee cannot discuss or act on items not on the agenda. Each speaker has up to three minutes. Speaker slips (available at the entry) should be submitted to the Committee Chairperson.

2. CONSENT AGENDA

- A. Consideration to Approve the June 18, 2019 Regular Meeting Minutes

3. REGULAR BUSINESS

- A. Discussion and Consideration to Review the PG&E Investment Grade Audit Proposal, Master Service Agreement, Investment Grade Audit Work Order and Approve Recommendation to the CCSD Board of Directors Added
Late
- B. Receive Update from Subcommittee on the Resources & Infrastructure Committee Mission Statement, Goals & Objectives
- C. Open Discussions to Receive Public Input on the Process for Refining the Project Description for the EWS/SWF

4. FUTURE AGENDA ITEMS

5. ADJOURN



RESOURCES & INFRASTRUCTURE COMMITTEE

REGULAR MEETING
 Tuesday, June 18, 2019 - 3:00 PM
 1000 Main Street, Cambria, CA 93428

MINUTES

A. CALL TO ORDER [0:00]*

Chairman Howell called the meeting to order at 3:07 p.m.

B. ESTABLISH QUORUM [0:00]

A quorum was established.

Committee members present: Donn Howell, Karen Dean, Tom Gray, James Webb, Paul Nugent,
 Absent: Brad Fowles

Staff present: Interim General Manager Paavo Ogren

Public present:

Mark Rochefort
 Paul Reichardt
 Ted Siegler
 Mike Lyons
 Mary Maher
 Harry Farmer
 Laura Swartz
 Crosby Swartz

C. CHAIRMAN'S REPORT [0:01]

D. SUBCOMMITTEES' PROGRESS REPORTS [0:08]

Report from Ad Hoc Committee on Water Use and Demand Management (Members presenting: Tom Gray, Karen Dean).

Public Comment from:

Ted Siegler

Paul Reichardt

Mike Lyons

1. PUBLIC COMMENT (ITEMS NOT ON AGENDA) [0:25]

None.

2. CONSENT AGENDA [0.25]

- A. **Consideration to Approve the May 7, 2019 Special Meeting Minutes and the May 14, 2019 Special Joint Meeting Minutes.**

Motion: To approve the minutes.

Motion by: Vice Chair Dean

Seconded by: Committee Member Webb

The motion was approved 4-Ayes (Dean, Gray, Nugent, Webb), 0-Nays, 1-Absent (Fowles)

3. REGULAR BUSINESS [0:26]

- A. **Discussion of the Resources & Infrastructure Committee's Mission Statement and Consideration of a Recommendation to the Board of Directors. [0:26]**

Public Comment: Crosby Swartz, Ted Siegler

Motion: To form a subcommittee, consisting of Committee Members Jim Webb and Paul Nugent, to develop a Mission Statement.

Motion by: Vice Chair Dean

Seconded by: Committee Member Gray

The motion was approved 4-Ayes (Dean, Gray, Nugent, Webb), 0-Nays, 1-Absent (Fowles)

- B. **Discussion of the Resources & Infrastructure Committee's Objectives and Consideration of a Recommendation to the Board of Directors. [0:39]**

Public Comment: Ted Siegler

Motion: That the subcommittee appointed to develop a Mission Statement also be tasked with developing Goals and Objectives as well.

Motion by: Committee Member Gray

Seconded by: Vice Chair Dean

The motion was approved 4-Ayes (Dean, Gray, Nugent, Webb), 0-Nays, 1-Absent (Fowles)

C. Discussion Regarding Understanding the District's Water Losses and Water Gains. [0:52]

Public Comment: Harry Farmer, Ted Siegler, Crosby Swartz

No action taken.

D. Discussion Regarding the Project Description for the Coastal Development Permit. [1:15]

Public Comment: Laura Swartz, Ted Siegler, Mark Rochefort, Crosby Swartz, Mike Lyons
(Mark Rochefort's written remarks included in Minutes at request of Chair: See **Appendix A**)

Motion: To extend meeting for 15 additional minutes **[1:53]**

Motion by: Vice Chair Dean

Seconded by: Committee Member Nugent

The motion was approved 4-Ayes (Dean, Gray, Nugent, Webb), 0-Nays, 1-Absent (Fowles)

No further action taken.

4. FUTURE AGENDA ITEMS

No action taken.

5. ADJOURN [2:07]

Chairman Howell adjourned the meeting at 5:15 p.m.

*** Start Time in Hrs/Mins on Recordin**

APPENDIX A: MARK ROCHEFORT REMARKS (ITEM D): See Attached PDF.

Rochefort Presentation to Resources and Infrastructure Committee on June 18, 2019

Mr. Chairman, Madame Vice Chair and members of the Committee. My name is Mark Rochefort. My wife and I have owned a home in Cambria for more than thirty years and have been full time residents since May, 2012, all the time at 4630 Windsor Blvd.

Today's agenda item is entitled:

Discussion regarding project description for the Regular Coastal Development Permit (for the Sustainable Water Facility).

I recognize that the Committee may not have set this item of its own initiative but it likely came here by way of referral. That said, your discussion must begin and, I submit, must end with the Project Description contained in the Subsequent Environmental Impact Report for the Sustainable Water Facility, to which the regular Coastal Development Permit applies.

The Subsequent EIR which was finalized by the CCSD Board in July 2017 is, after all, the final environmental document that governs this project.

As required by the California Environmental Quality Act (commonly referred to as CEQA) and CEQA Guidelines, the Subsequent EIR contains, in Section 3.0, an exhaustive project description of the SWF. Therefore, if you have not done so already you should study Section 3.0.

As context, what you see in that important document is that The SWF is an integral implementing feature of both the 2008 Water Master Plan and the 2010 Urban Water Management Plan.

Why is this fact important?

Because the Water Master Plan by its nature and terms states a framework for *long term water supply strategies*.

Additionally, the Urban Water Management Plan is designed and intended specifically to *assure current and future potable water demands*.

These two important Plans are neither casual nor voluntary. To the contrary, both were mandated by state law requiring water districts such as the CCSD to provide long term and strategic planning for the supply and demand of its potable water resources.

Again, there is no doubt that the SWF is an integral component to implement both Plans. Further, an important bottom line is that the SWF is NOT a project intended or designed to deal only with short term water emergencies.

However, this Committee need not just infer from these two Plans how the SWF must be used, on a long term and sustainable basis, to supplemental Cambria's supply of potable water. The Subsequent EIR goes further, explicitly stating in detail the various purposes and numerous objectives of the SWF.

For this I again urge you, if you haven't yet done so, to study Section 3.3 of the Subsequent EIR.

I have here six (6) copies of Section 3.3, one for each Committee member. HAND OUT copies of Section 3.3.

I won't recite all of the bullet points but suffice it to say they embody what the governing Subsequent EIR states as the Project Description for the SWF and, accordingly, the Regular Coastal Development Permit.

As you read through Section 3.3, you will see that none of these project purposes or objectives is mutually exclusive of any others. They are, in fact, each consistent with all the others.

Therefore, it would be improper, I submit, to prioritize them when the SEIR makes no such priority and, of course, it would be wholly improper to eliminate or delete any of these purposes and objectives.

Finally, even if there were no Subsequent EIR that contained no Section 3.3, you will see that Section 3.3 represents a sound and thoughtful project description of the SWF which must be incorporated verbatim, or by reference, as the Project Description for the regular Coastal Development Permit. Thank you.



3.3 PROJECT PURPOSE AND OBJECTIVES

CEQA Guidelines Section 15124, *Project Description*, requires that the Project Description contain a statement of the objectives sought by the proposed project. The statement of objectives, which specifies what the CCSD seeks to accomplish, should also include the underlying purpose of the project, that is to say the reason behind the Project. The Project purpose and objectives are to:

- Provide a reliable water supply facility to serve existing development, which can be operated to maximize local water use efficiencies, address any current water shortages, and avoid future water shortages.
- Provide a reliable water supply, which would serve no more than 4,650 existing and future residential units (CCSD wait list) at full buildout, pursuant to the North Coast Area Plan (NCAP) and mitigation set forth in the CCSD's certified WMP PEIR.
- Provide a permanent water supply facility that can be operated to meet water demands during drought conditions and improve overall supply reliability.
- Safeguard Cambria against existing and future water shortages.
- Provide for the indirect potable reuse of recycled water, as part of the CCSD's efforts towards *implementing sustainable practices for resilience to climate change impacts*.
- Augment Cambria's water supply during shortages by recharging the San Simeon well field aquifer.
- Prevent the migration of secondary wastewater effluent into the San Simeon well field production wells.
- Prevent seawater intrusion into the San Simeon well field production wells.
- Avoid potential ground subsidence.
- Maintain adequate groundwater levels at the San Simeon well field to ensure proper production well operations (no loss of suction).
- Minimize the loss of fresh water to the ocean while also conserving the amount of freshwater remaining in aquifer storage by avoiding the need to pump groundwater (particularly during the late dry season), into the Van Gordon Creek to maintain a positive gradient between the up-gradient potable well field and the treated wastewater percolation ponds.

SUSTAINABLE WATER FACILITY PROJECT

- Protect the down-gradient lagoon by the Project's design feature, which provides a surface water discharge into the lagoon when the facilities are in operation during the dry summer season, when there is no surface flow into the lagoon.
- Reduce salts and nutrients from the lower San Simeon groundwater basin by processing the water through reverse osmosis (RO) and disposing of RO concentrate, which would contain salts and nutrients.
- Respond in a timely and efficient manner by providing the existing Cambria community with an adequate and permanent water supply to meet drinking and sanitary needs.
- Reuse and repurpose existing CCSD infrastructure where feasible to minimize the Project's footprint, its potential impacts, and facilitate its timely completion.
- Protect habitats for wildlife species by avoiding impacts to these resources, and protecting San Simeon Creek Lagoon during dry weather conditions.
- Making the most efficient use of the area's water supplies, including the IPR of water.
- Meeting all regulatory agency permitted conditions, including those of SLO County and the State Water Board.
- Improving the quality of life for local businesses and residents who often resort to extraordinary measures to obtain the necessary water supply, such as manually hauling water in buckets and other make shift containers. This practice includes efforts by the community's elderly, retired population, who are limited in their physical capabilities and subject to injury from such efforts.
- Repurpose the SWF's evaporation pond to address potential environmental impacts while also providing approximately 6 to 7 million gallons of raw potable water that could be used for supply (following surface water treatment), as well as for fire-fighting helicopters during a wildland fire.
- Minimizing economic hardship and losses to local residences and businesses, including tourism.

RESOURCES & INFRASTRUCTURE COMMITTEE MEETING SIGN-IN SHEET

Meeting Date: June 18, 2019

Name	Name
Mark Rochefort Public	
Karen Dean	
Paul Nugent	
PAUL REICHARDT	
Tom Gray	
Ted Siegler	
Mike Lyons	
Jim Webb	
Mary Maher	
Donn Howell	
Harry Farmer	
Laura Swartz	
Crosby Swartz	
Paavo Ogren	

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Resources & Infrastructure Committee

AGENDA ITEM NO. **3.A.**FROM: John F. Weigold IV, General Manager
John Allchin, Wastewater System Supervisor-----
Meeting Date: July 23, 2019Subject: DISCUSSION AND CONSIDERATION TO
REVIEW THE PG&E INVESTMENT
GRADE AUDIT PROPOSAL, MASTER
SERVICE AGREEMENT, INVESTMENT
GRADE AUDIT WORK ORDER AND
APPROVE RECOMMENDATIONS TO THE
CCSD BOARD OF DIRECTORS**Recommendation:**

Staff recommends the Resources & Infrastructure Committee discuss and review the PG&E Investment Grade Audit (IGA) Proposal, Master Service Agreement and Investment Grade Audit (IGA) Work Order and approve recommendations to the CCSD Board of Directors.

Summary:

The overall cost of the PG&E Investment Grade Audit (IGA) is \$542,000. An initial amount of \$160,000 will need to be paid up front by the CCSD and is already budgeted for FY 2019/20. The remaining cost of \$382,000 could then be rolled into the construction phase. The construction phase amount and the funding for this phase are still under review and yet to be determined.

The Committee has asked to review of the IGA contract language in order to determine if any clarification is needed regarding IGA costs being rolled into the construction costs if only a few items were chosen for construction. PG&E has assured staff that the remaining \$382,000 is considered pre-construction costs and could be financed along with construction costs (see attached email from PG&E's Brent Patera

Also attached are redline versions of the IGA Work Order and Master Service Agreement showing changes proposed by District Counsel.

Staff recommends approval of the IGA to complete the 30% design documents needed to solicit bids for construction.

Attachments: Investment Grade Audit (IGA) Proposal revised May 6, 2019
Master Service Agreement (redline version TC)
CCSD Investment Grade Audit (IGA) Work Order (redline version TC)
Brent Patera email dated 7/19/2019

May 6, 2019

Mr. John Allchin
Wastewater Systems Supervisor
CAMBRIA COMMUNITY SERVICES DISTRICT
5500 Heath Lane
Cambria CA 93428

RE: Investment Grade Audit Proposal – CCSD Waste Water Treatment Plant

John:

First, thank you for all of the time and work invested by the members of the Cambria Community Services District (CCSD) team. This collective input has been instrumental in the successful completion of our efforts to date. It has been a pleasure working with each of the team members on this exciting opportunity.

On behalf of PG&E, I am pleased to provide the following proposal for the next step in our Sustainable Solutions Turnkey (SST) Program – the **Investment Grade Audit (IGA)**. As we have previously discussed, the IGA is a detailed validation of the Energy Conservation Measures (ECMs) outlined in our Preliminary Energy Assessment, including the following highlights:

- **Technical validation** of the ECMs including 30% design and specification documents
- **Collaborative engagement** with District staff on solution development, design & equipment selection
- **Financial analysis** to confirm savings, funding sources and available grants or incentives
- **Firm fixed-cost implementation proposal** of the mutually developed ECMs

Please review the information provided below. Do not hesitate to reach out if you have any questions or needs for additional information.

Thank you again for the opportunity to be of service to CCSD. We look forward to working with the extended team to deliver a successful project.

Respectfully submitted,

PACIFIC GAS AND ELECTRIC COMPANY

Brent

Brent R. Patera
Senior Business Development Manager
Turnkey Energy Solutions

May 6, 2019

REVISED

Cambria Community Services District

5500 Heath Lane
Cambria CA 93428
Attn: John Allchin

The SST Program has been developed to assist customers in completing comprehensive energy and infrastructure projects which enhance facility performance while reducing the associated operating cost and environmental footprint – delivered through a single end-to-end turnkey process. This means that customers can complete significant facility improvement projects with a minimum of impact on their internal resources.

The program offers the Cambria Community Services District all of the services required to complete a successful project that would otherwise have to be procured by the District on a piecemeal basis:

- Integrated development, engineering and installation services
- Project, construction and safety management
- Equipment, material and contractor procurement
- Commissioning, start-up testing, documentation and operator training
- Funding procurement, including available grants and low-interest financing

As the next step in the process, the PG&E Sustainable Solutions Turnkey (SST) Program is pleased to provide the following proposal for the Investment Grade Audit (IGA).

Proposal for Investment Grade Audit

This proposal includes all costs for professional consulting and engineering services required to complete the Scope of Work defined below.

ENERGY CONSERVATION MEASURES (ECMs)

PG&E and the SST team will evaluate the twelve (12) Energy Conservation Measures (ECMs) shown in Table 1 below. These ECMs are described in the 100% Preliminary Energy Assessment (PEA) Report titled: “Preliminary Energy Assessment Report for Cambria Community Services District” submitted on February 20, 2019 and revised on May 6, 2019.

Table 1: Recommended ECMs

ID	ECM Description	Site	Process Area
1	Influent Flow Equalization	WWTP	Equalization Basins (New)
2	Influent Lift Station Modifications	WWTP	Influent Lift Station
3	Modified Ludzak-Ettinger Process Upgrade	WWTP	Aeration Basins
4	Blower System Improvements	WWTP	Blower Room and Aeration Basins

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5	RAS and WAS Pumping Improvements	WWTP	Aeration Basins
6	Sludge Thickening	WWTP	Solids Processing Area
7	Electrical Upgrades	WWTP	Control and Generator Building
8	Backup Power	WWTP	Control and Generator Building
9	SCADA System	WWTP	Communications Systems
10	Secondary Water System (3W) Improvements	WWTP	3W Station
11	Effluent Pump Station Improvements	WWTP	Effluent
12	Sewer Lift Stations	Collection	Lift Stations

IGA ACTIVITIES AND DELIVERABLES (GENERAL)

The Investment Grade Audit will consist of the following activities that are integral to all Energy Conservation Measures (ECMs):

- Conduct IGA Kickoff Meeting with CCSD to discuss project goals, scopes, process, access requirements, communication protocol, Utility Tariffs and schedule.
- Acquire updated utility information for Electric, Water and Natural Gas for Utility Analysis.
- Acquire additional, detailed, ECM-specific information from the District as listed by ECM below.
- Conduct additional staff interviews and site audits, including energy metering, to enhance and verify information collected in the Preliminary Energy Assessment (PEA) and to establish utility baselines for each measure.
- Perform all necessary work to develop firm fixed implementation pricing for each ECM including:
 - Scopes of Work (SOW)
 - 30% mechanical, electrical, structural, & instrumental / controls design
 - Contractor packages, site walks and selection
 - Detailed analysis of utility and other operational cost savings, installation cost, and constructability
 - Specific work required at the ECM level is detailed in the respective sections below
- Conduct Workshop Meetings with District staff to discuss the findings and recommendations developed during the IGA. The meetings will be organized as follows:
 - Kick-Off Meeting

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- Utility Baseline Review
 - Energy Conservation Measures
 - 50% Development Review
 - 90% Development Review
 - Construction/Financing Workshop
- Upon conclusion of the IGA, a **Final Report** will be issued which will include:
 - Executive Summary
 - Detailed Utility Analysis
 - Detailed Development of Recommended Energy Conservation Measures
 - Firm Fixed Implementation Proposal
 - All supporting design information including basis of design documentation, design drawings, subcontractor & material quotes.
 - 30% Design Completion and preliminary Construction Schedule
 - PG&E Electric Service Upgrade Plan
 - Financial Analysis that includes Cost Benefit Analysis and Firm-Fixed Project Cost Estimates
 - Funding Options and Recommendations, Including Applicable Grants, Low-Interest Loans, Rebates and Incentives

IGA ACTIVITIES AND DELIVERABLES (ECM-SPECIFIC)

1. ECM-1 Influent Flow Equalization

- Assess condition of existing welded equalization tank
- Review plant flow records and confirm size of equalization tank(s)
- Develop hydraulic profile from lift station through new screen, grit removal, and proposed equalization tanks
- Develop cost comparison of rehabilitating existing welded tank with new liner or new coating; constructing two new concrete tanks; and constructing two new glass-coated bolted steel tanks
- Develop preliminary size and description of major equipment items, including blowers and enclosure, transfer pumps, coarse bubble diffusers, valves, process instrumentation, and piping

2. ECM-2 Influent Lift Station Modifications

- Review plant flow records and confirm design criteria for new pumps
- Develop system curve for influent lift station
- Evaluate potential wet well improvements including baffling to improve flow distribution
- Review and confirm options for pump type with District staff
- Confirm number and flow range of pumps over a range of motor speeds
- Develop preliminary size and description of major equipment items, including new pumps, process instrumentation including flow meter(s), and piping

3. ECM-3 Modified Ludzak-Ettinger Process Upgrade

- Review plant flow and water quality records and confirm design criteria
- Confirm proposed anoxic and aerobic basin size and configuration from prior studies
- Determine recirculation and waste activated sludge flows and aeration requirements under a range of operating conditions
- Develop preliminary piping and mechanical plan for review by District staff

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- Develop preliminary size and description of major equipment items, including new anoxic mixer(s), diffusers, valves, process instrumentation, and piping

4. **ECM 4 – Blower System Improvements**

- Determine range of air requirements under various influent loading conditions based on analysis in ECM 3
- Develop description of process instrumentation (including air flow meters and dissolved oxygen probes)
- Evaluate options for upgrading / retrofitting blower system
- Develop scopes of work and preliminary design for recommended upgrades/retrofit
- Develop new sequences of operation to optimize system operation

5. **ECM-5 RAS and WAS Pumping Improvements**

- Perform assessment of visible surfaces within scum pit and RAS wet well
- Develop description of RAS pumps, WAS control valve, flow meters, process instrumentation, piping, valves, scum troughs, and scum pumps

6. **ECM-6 Sludge Thickening Improvements**

- Review plant sludge quality and flow records
- Assess capacity, condition and improvement options for existing thickener and screw press
- Confirm size of proposed glass-coated bolted steel sludge storage tank(s)
- Develop preliminary layout of biosolids handling area
- Develop preliminary layout of roll-off area
- Prepare lifecycle cost comparison of (1) onsite sludge storage and (2) roll-off storage with more frequent disposal
- Review and confirm preferred alternative with District staff

7. **ECM-7, -8 Electrical Upgrades and Backup Power**

- Evaluate and develop retrofit solution for power requirements (hp and voltage) for new motors and loads in proposed ECMs
- Size and specify replacement solution for standby generator and transfer switch

8. **ECM-9 SCADA System**

- Develop preliminary process and instrumentation diagrams for coordination with SCADA design
- Develop scope of work for all necessary SCADA upgrades

9. **ECM-10 Secondary Water System (3W) Improvements**

- Review condition of existing wet well, pumps, and exposed piping
- Determine design criteria (flow and pressure) for 3W system
- Evaluate cost/benefits of variable frequency drives compared to hydro pneumatic storage
- Review and confirm solution with District staff
- Recommend improvements to existing system or replacement with new pumps and valves
- Develop scopes of work for new pumps, valves, and appurtenances

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10. ECM-11 Effluent Pump Station Improvements

- Field review effluent pipeline alignment, air release valves, and other appurtenances
- Confirm design criteria (flow and head requirements) for effluent pumps
- Determine if constant speed or variable speed pumping should be implemented
- Perform preliminary surge analysis on effluent pump and force main system
- Develop recommendations for cleaning pipeline, including provisions for a “pigging” station
- Determine repair and rehabilitation recommendations for existing coatings and equipment
- Develop scopes of work for new pumps, valves, instrumentation, and appurtenances

11. ECM-12 Sewer Lift Stations (B1 and B4)

- Develop design flows for each lift station based on available plant records, review of upstream land uses, and estimated peaking factors
- Confirm design criteria (flow and head requirements) for submersible pumps at each station
- Confirm size (depth and operating ranges) for wet well
- Evaluate dimensions and visible condition of existing wet well to determine if it can be used or a new wet well should be constructed
- Develop preliminary layout of B1 and B4 for review by District staff
- Develop description of new pumps, valves, access hatches, instrumentation, and appurtenances

COST AND PAYMENT TERMS

The total cost for the work described herein is **\$542,000.00**. Mobilization in the amount of \$160,000 is due at the time of contract execution. The balance of the cost shall be due and payable under the following options:

- 1) In the event the District elects to proceed with completion of the project, the remaining balance of the IGA cost will be carried into the construction contract.
- 2) In the event the District elects NOT to proceed with completion of the project, the remaining balance will be due and payable upon receipt of the Final IGA Report or no later than 270 days after IGA contract execution.

ASSUMPTIONS AND CLARIFICATIONS

The following assumptions and clarifications apply to the scope and costs presented in this proposal.

- PG&E assumes that specified facility data/information will be made available in a timely fashion including utility bills, facility construction drawings, equipment data, and operations and maintenance data.
- PG&E will require close coordination with the District facility staff and other District personnel in order to successfully complete the IGA.
- The District will arrange and provide access for PG&E and consulting personnel to all facility areas and equipment as needed to complete the work.
- PG&E assumes that appropriate personnel will be available during the site visits and meetings, and will also be available by email and telephone for follow-up consultations.

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- Any additional work requested by the District will be priced based on the agreed to SOW.
- District will provide available data and conduct additional analyses (including flow monitoring, pressure monitoring/recording, laboratory analyses, and other tests) if required for development and/or design. PG&E to provide testing protocols for use in collecting this data.
- PG&E has the right to rely on record drawings provided by the District in developing preliminary plans under the IGA
- PG&E has the right to rely on prior studies provided by the District in determining design criteria and developing preliminary plans

SCHEDULE

PG&E is prepared to begin work on the IGA immediately upon being provided a Notice to Proceed (NTP) from the District. Upon receipt of the NTP we will provide a schedule for the IGA work and arrange the kick-off meeting. Excluding review and/or administrative time required by the District, the estimated duration of the IGA is eight (8) months from the date of NTP.

REVISED

Master Service Agreement

This Master Service Agreement (“Agreement”) is made and entered into as of the last date signed below (“Effective Date”) by and between Cambria Community Services District (“Customer”) and Pacific Gas and Electric Company, a California corporation (“PG&E”). Customer and PG&E shall each individually be referred to as “Party” and together constitute the “Parties.”

I. Recitals

- A. PG&E is a public utility regulated by the California Public Utilities Commission. PG&E provides power to customers in its service territory.
- B. Customer receives power from PG&E at Customer facilities within PG&E’s service area.
- C. PG&E also provides other services, including turnkey energy related services (“Turnkey Services”). Turnkey Services typically include energy related assessments of a customer facility and/or installation of energy related measures (“ERMs”). Typical ERMs include, but are not limited to, any of the following: energy efficiency measures, water efficiency measures, energy generation measures, demand control measures, energy storage measures and services to operate, maintain, repair, inspect and construct customer-owned or third-party electric and gas systems.
- D. PG&E is interested in providing Turnkey Services to Customer, and Customer is interested in receiving Turnkey Services from PG&E.

This Agreement sets forth the terms and conditions under which PG&E may provide Turnkey Services to Customer.

Now, therefore, in consideration of the promises and covenants set out herein, Customer and PG&E agree as follows:

II. Agreement

A. Relationship of the Parties

- 1. No agency or partnership:** Nothing in this Agreement creates an agency, partnership, or other form of joint enterprise between the Parties, and neither Party may create any obligations or responsibilities on behalf of the other Party.
- 2. Subcontractors:** PG&E may perform any or all Turnkey Services through subcontractors.
- 3. Project Management:** Customer and PG&E shall each designate an authorized employee (“Authorized Person”) who shall be the primary point of contact for inquiries and requests relating to this Agreement.

B. Turnkey Services

1. Preliminary Assessment (“PA”): PG&E may conduct, at no cost to Customer, a PA consisting of a brief on-site investigation and high-level evaluation of a Customer facility to identify possible ERMs. The purpose of the PA is to determine whether energy-related opportunities exist, and whether a more detailed assessment and/or implementation is desired by the Customer.

2. Investment Grade Assessment (“IGA”): After reviewing the PA, the Parties may enter into a Work Order (“WO”) setting forth a Scope of Work for an IGA. An IGA is a detailed assessment that describes the technical and financial feasibility of implementing one or more potential ERMs. If applicable, it provides the estimated energy savings and/or generation for each identified ERM. It may also support procurement of project financing.

The IGA WO will specify the terms for completing the IGA, including its price, scope, and schedule. Unless otherwise agreed in the IGA WO, Customer will provide PG&E, at no cost to PG&E, legible copies of all relevant facility plans and other facility-related drawings and information in order that an accurate IGA can be prepared. Customer will pay PG&E for the IGA according to the terms of the applicable IGA WO. If Customer decides to implement one or more ERMs identified in the IGA, Customer and PG&E will agree to include the cost of the IGA in the amount to be paid to PG&E under the resulting implementation WO.

Deleted: may

3. Implementation: Upon completion of the IGA, PG&E will provide an ERM implementation proposal, which includes additional design, engineering and construction services. If Customer is interested in pursuing an implementation project as to any or all of the identified ERMs (a “Project”), the Parties will negotiate an implementation WO specifying, among other things, the ERMs to be installed as part of the Project, price, schedule, and source of funding.

4. Cooperation and Access: Customer acknowledges that PG&E’s performance of Turnkey Services depends upon Customer’s cooperation. Thus, Customer agrees to use its best efforts to cooperate with PG&E in PG&E’s performance of Turnkey Services. Customer will provide access to the subject Customer facilities for PG&E and its subcontractors to perform any function related to this Agreement during regular business hours, or during other reasonable hours as requested by PG&E, in writing, and acceptable to Customer. PG&E will comply with all Customer access policies and procedures. Customer and PG&E will coordinate PG&E’s activities with Customer’s activities and any construction or equipment installation will occur according to a schedule approved by Customer in advance.

To the extent PG&E’s ability to perform depends upon Customer’s performance (e.g., Customer review or approval of drawings or other submittals or Customer providing data, drawings, documents, or other information) and Customer’s performance is not completed within the agreed time period, which error is not due to any error, omission, failure to communicate, or the negligence of PG&E, PG&E’s period for performance will be extended accordingly and any direct costs incurred by PG&E because Customer’s performance was

not timely completed shall be reimbursed to PG&E. Any direct costs under which PG&E seeks reimbursement must be submitted in writing, with sufficient proof and justification to Customer prior to any payment. Any payment under this section shall be paid as a separate charge in the ordinary course of the Customer's accounts payable activities.

Customer shall be responsible for ensuring that the Customer facilities that are the subject of a WO under this Agreement are safe for PG&E personnel and subcontractors performing Turnkey Services at those facilities. Should PG&E question the safety of the facility; PG&E shall notify the Customer immediately. PG&E agrees to work with the Customer, in good faith, to determine whether any action must be taken to remediate the safety concern. Upon agreement by both Parties, the Customer shall promptly take such actions that may be agreed upon to help ensure a safe working environment.

Deleted: , and shall promptly take such actions that may be requested by PG&E

Customer will use best efforts to assist PG&E in obtaining all necessary permits and approvals for the performance of the Turnkey Services.

5. WO Modifications for Changes: If either Party proposes any material addition, deletion, or modification to the IGA WO or implementation WO, then the Parties will negotiate a modification to the WO which is agreeable to both Parties, and which shall be in writing signed by both Parties. If the Parties are unable to reach agreement PG&E will suspend its performance under the applicable WO, only to the extent that it affects the proposed material addition, deletion or modification. If other obligations exist under the WO, PG&E will complete said work under the WO. Any performance that is suspended due to a disagreement, as described in this Section, may be suspended until such time as the disagreement has been resolved pursuant to Section D.10 (Dispute Resolution) and the modified WO has been executed by both Parties.

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6. Compensation

a. Payment terms: Customer will pay PG&E for the Turnkey Services performed according to the payment terms contained in the relevant WO. All late payments shall be subject to an interest charge, which is the greater of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum legal rate.

b. Expense: Customer agrees to reimburse PG&E for all reasonable and approved expenses incurred in connection with PG&E's performance of the Turnkey Services, consistent with the provisions of the applicable WO. Any and all expenses must be submitted to the Customer in writing and must provide sufficient detail and justification for such expense for Customer to determine its reasonableness.

c. Taxes: Customer shall be solely responsible for the payment of any sales, use, transfer and other taxes and duties which are imposed on PG&E because of the Turnkey Services performed under this Agreement (other than taxes based on PG&E's net income).

7. Warranties

a. Substantial Completion: “Substantial Completion” means an ERM is generally capable of being used for, or achieving the purpose intended by, the implementation WO relating to that ERM. Substantial Completion does not occur until the ERM is commissioned and accepted by the Customer and the Customer executes the Substantial Completion form attached to the WO.

b. Services Warranty: PG&E warrants it will perform the Turnkey Services specified in a WO under this Agreement in a commercially reasonable manner consistent with applicable industry standards. The warranty period for Turnkey Services relating to an ERM is one year from the date of Substantial Completion of that ERM. If Customer notifies PG&E within that one-year warranty period of any non-conformity or defect in such Turnkey Services, then PG&E will either re-perform, or refund the compensation received for such defective Turnkey Services. Notwithstanding the foregoing, Customer reserves its right to recover any additional damages available to it as a result of the non-conformity or defect. This Services Warranty extends to Customer only and cannot be assigned by Customer.

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Deleted: liability for
Deleted: breach of its Services Warranty.
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c. Third Party Warranties: PG&E will use commercially reasonable efforts to obtain from the manufacturers of equipment used in the Turnkey Services or ERMs installed as part of a Project standard guarantees and warranties, and will assign any such third party guarantees or warranties directly to Customer. Any warranty for such equipment is limited to such third-party warranties, and PG&E will not be liable for any breach of a third-party warranty. If Customer notifies PG&E of a defect in equipment installed as part of a Project within the term of the applicable third-party warranty, PG&E will consult with Customer regarding the appropriate remedy under the third-party warranty.

d. No Guarantee of Savings: PG&E does not warrant or guarantee any level of energy, water savings, cost reductions, or equipment or ERM performance, except to the extent any written representations are made by PG&E as a result of the IGA or its Deliverables, as defined in Section 3 of the IGA Work Order, indicate any level of energy, water savings, cost reductions, or equipment or ERM performance.

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e. Disclaimer: Except as expressly provided in this Section e, Customer expressly agrees that PG&E makes no other warranties and assumes no other liabilities, whether in contract or in tort, in connection with the assessment, design, engineering, equipment procurement, construction, implementation, operations, maintenance, services, equipment or ERMs hereunder whether express or implied, in law, in equity or in communications between PG&E and Customer. PG&E specifically disclaims any implied warranties of merchantability or fitness for a particular purpose.

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Notwithstanding the foregoing, the liability limitations and remedies limitations contained in this Section shall not apply to personal injury, including death, and damage to tangible

Deleted: Customer shall have no remedies against PG&E for any defective services, installed equipment, or operation of an ERM except in accordance with the warranty set forth in this Section E or as the Parties may expressly agree in any WO or amendment to this Agreement....

property caused by the negligent or intentional acts of PG&E or its directors, officers, employees, agents, and subcontractors.

8. PG&E Insurance

Prior to commencing Turnkey Services under a WO, PG&E will add Customer as an additional insured, and provide Customer with evidence that the following insurance is in full force and effect: (i) Worker's Compensation Insurance as required by applicable workers' compensation laws; and (ii) Comprehensive general liability of \$5,000,000 per occurrence; and (iii) Automobile liability of \$1,000,000 per person and \$2,500,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. PG&E shall have the right upon notice, verification, and approval by Customer to self-insure with respect to any of these insurance requirements.

Should any policy for insurance lapse under the term of this Agreement or WO, PG&E will promptly deliver, within 10 days, updated certificates of insurance under the same terms and conditions as described herein, and listing Customer as an additional insured. The maintenance of insurance during the Term of this Agreement is a material term of this Agreement and failure by PG&E to provide timely proof of insurance is a material breach of this Agreement.

C General Provisions

1. Term and Termination

a. Term: The term of this Agreement is five (5) years beginning on the Effective Date. Upon thirty (30) days' written notice, the parties may renew this Agreement for two (2) additional three (3) year extensions by mutual written agreement.

b. Termination for Cause: If either Party materially defaults in the performance of its obligations under this Agreement or under a specific WO and/or Proposal, this Agreement or that WO and/or Proposal may be terminated by the non-defaulting party for cause upon thirty (30) days written notice. In addition to all remedies available to it at law or in equity, the non-defaulting party will be entitled to recover all costs and expenses reasonably incurred to exercise its remedies, including attorneys' fees.

c. Termination for Change in Law: Either Party may terminate this Agreement, or a specific WO and/or Proposal, upon forty-five (45) days written notice, or sooner as may be required, without liability or penalty if a change in law or regulations would prohibit PG&E from providing Turnkey Services under this Agreement or that specific WO and/or Proposal, in which event Customer would pay PG&E only for the level of Turnkey Services provided to Customer as of the effective date of such termination.

d. Termination for Convenience: This Agreement or a specific WO and/or Proposal may be terminated by either Party upon thirty (30) days written notice without liability or penalty whenever that Party determines that such termination is in its best interest. If

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termination under this Section is initiated by Customer, then upon such termination, Customer shall pay PG&E only for those Turnkey Services provided to Customer as of the effective date of such termination and reimburse PG&E for reasonable demobilization costs incurred as a result of such termination. If termination under this section is initiated by PG&E, Customer is only responsible to pay PG&E for those Turnkey Services provided to Customer as of the effective date of such termination

e. Termination for Default or Insolvency: Either Party may terminate this Agreement and all WO(s) and/or Proposal(s) upon written notice to the other Party if the other Party: (i) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within seven days after receipt of written notice of such default; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise.

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f. Termination for CPUC Ruling or Order: PG&E may terminate this Agreement upon written notice to the Customer in the event that the California Public Utilities Commission issues a ruling or order prohibiting or otherwise preventing PG&E from fulfilling, or substantially interfering with PG&E's ability to fulfill, its obligations under this Agreement, or finding that this Agreement is contrary to the policies of the California Public Utilities Commission.

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2. Hazardous Materials and Other Unanticipated Conditions

a. Customer Responsibility: The Customer understands and agrees that PG&E has no responsibility to investigate or inspect a Customer facility where Turnkey Services are being provided for the presence of any hazardous, toxic or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials subject to regulation under applicable law ("Hazardous Materials"), or to identify, remove, dispose of, abate or remediate Hazardous Materials. Customer shall have sole responsibility for the identification, removal, disposal, abatement or remediation of Hazardous Materials, and for the clean-up and disposal of any materials, equipment or substances containing, exposed to or contaminated by Hazardous Materials, all in accordance with applicable laws. However, PG&E may, at its discretion, provide a proposal to address corrective actions related to the Hazardous Materials.

b. Discovery of Hazardous Materials: If PG&E discovers Hazardous Materials that are not included or previously disclosed in writing, in the disclosure list provided by Customer, per Section 2.a during the course of providing Turnkey Services, PG&E may cease work, remove all PG&E personnel or subcontractors from the site, and shall notify Customer. Customer will be responsible for handling and removal of such Hazardous Materials at its expense, and Customer will bear the sole risk and responsibility. PG&E will not resume the Turnkey Services until those Hazardous Materials not included on the list have been removed and/or remediated to PG&E's reasonable satisfaction. Any schedule delay or

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increase in the Turnkey Services or costs as a result of the presence of Hazardous Materials shall be grounds for a WO modification.

c. Unanticipated Conditions: If any unanticipated conditions exist or arise at the site where the Turnkey Services are being provided (such as Hazardous Materials, environmental conditions or pollution) that would involve the incurrence by PG&E of any expenses to correct such conditions, PG&E may cease work and request that Customer mitigate such circumstances or it may submit a request for a modification of the WO to cover any corrective work and payment of related expenses. The Parties will negotiate a modification to the WO which is agreeable to both Parties. If the Parties are unable to reach agreement PG&E may suspend its performance under the applicable WO until such time as the disagreement has been resolved pursuant to the Dispute Resolution process set forth in Section J. and the modified WO has been executed by both Parties.

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d. Safety Waiver: If, during performance of the Turnkey Services a condition is discovered at the work site that, in the sole judgment of PG&E (a) represents an extreme safety hazard to its workers or other personnel, or (b) may cause operational failure of equipment at the site or damage to other equipment being served by the site, then PG&E will immediately notify Customer of such condition and the Turnkey Services necessary to remedy the condition. At PG&E's sole discretion, it may either (a) suspend the Turnkey Services at that work site until such condition has been corrected to PG&E's satisfaction, or (b) ask that Customer sign a written notification in the form of Exhibit A (Safety Waiver). If Customer fails or refuses to either remedy the condition or sign the Safety Waiver, as designated by PG&E, PG&E shall be entitled to continue or commence suspension of the Turnkey Services at that site and refer the matter to Dispute Resolution under Section J. PG&E will not be liable for any costs incurred as a result of such suspension of Turnkey Services.

3. PG&E's Utility Obligations. Customer acknowledges that as a public utility, PG&E is obligated to maintain, repair, and service its own facilities, including those under the operation and control of the California Independent System Operator, and that this obligation takes precedence over any obligations undertaken in this Agreement. If PG&E decides, in its sole discretion, to divert personnel or resources committed to the performance of Turnkey Services under this Agreement to meet a utility obligation, PG&E's actions will not constitute a default, and PG&E will have no liability to Customer as a result. PG&E will have the option to resume the Turnkey Services as soon as possible if it determines, in its sole discretion, that such resumption will not interfere with its fulfilling its utility obligations.

4. Limitation of Liability. Neither party will be liable to the other Party for any special, incidental, indirect, punitive, or consequential damages, arising out of, or in connection with this Agreement except as required by Section 7.e.

Deleted: . Further, PG&E's liability to Customer under this Agreement will not exceed the total amount paid by Customer to PG&E under the WO giving rise to the claim....

5. Indemnification. Customer shall indemnify and hold harmless PG&E, its officers, agents, and employees, against all loss, damage, expense, and liability, resulting from injury to or death of person, including, but not limited to employees of PG&E, Customer, or any third party, or damage to property, including, but not limited to, property of PG&E, Customer, or any third party, arising out of the acts or omissions of Customer under this Agreement, except those resulting from the negligence or willful misconduct of PG&E. PG&E shall indemnify and hold harmless Customer, its officers, agents, and employees, against all loss, damage, expense, and liability, resulting from injury to or death of person, including, but not limited to employees of PG&E, Customer, or any third party, or damage to property, including, but not limited to, property of PG&E, Customer, or any third party, arising out of the acts or omissions of PG&E under this Agreement except the negligence or misconduct of Customer.

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Deleted: , however caused, regardless of any negligence of PG&E, whether active or passive, except for such injury or death as may be caused by the sole negligence or willful misconduct of PG&E, its officers, agents, and employees. Customer shall on PG&E's request, defend any suit asserting a claim covered by this indemnity. Customer shall pay any costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees

6. Assignment. This Agreement may not be assigned or otherwise transferred by either Customer or PG&E without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, PG&E may, without such consent, assign this Agreement to a parent, subsidiary or other affiliate. PG&E may also subcontract all or part of the services. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon Customer and PG&E and their respective successors and assigns.

7. Order of Precedence. In the event of a conflict between the provisions of the WO, any Modifications to the WO, and this Agreement, the following order of precedence shall apply (in descending order): (a) Modification to the WO; (b) WO; (c) Modification to the Agreement; and (d) the Agreement.

Deleted:

8. Force Majeure. If a Party is unable to perform its obligations under this Agreement due to any cause, event or other occurrence materially impacting the Turnkey Services that is not caused by that party or within its control to avoid or remedy ("Force Majeure Event"), this Agreement will at the other party's option: (i) remain in effect but the performing party's obligations will be suspended until the Force Majeure Event has ended; or, (ii) be terminated upon ten (10) days' notice to the non-performing party, in which event neither party will have any further liability to the other, other than Customer's obligation to pay PG&E for Turnkey Services rendered prior to the Force Majeure Event.

9. Dispute Resolution. If any dispute, excluding payment defaults or delinquencies, arises under this Agreement that is not settled promptly in the ordinary course of business, the Parties will first attempt to resolve such dispute by negotiating promptly in face-to-face negotiations between the respective designated senior managers of each Party. If the Parties are unable to resolve the dispute through these negotiations within thirty (30) business days following the start of such negotiations, then the Parties shall escalate the dispute to the business line vice president of PG&E and the appropriate senior manager within Customer's organization. If those individuals or their designees are unable to resolve the dispute within thirty (30) business days, then either Party may pursue available legal and equitable remedies.

10. Notices. Any notice required or permitted under this Agreement will be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

Pacific Gas and Electric Company:

Brent Patera
Business Development Manager
245 Market Street, MC N10D

San Francisco, CA 94105
Email: Brent.Patera@pge.com
Phone: (415) 973-5335
Mobile: (415) 265-7232

Cambria Community Services District

John Allchin
Waste Water Systems Supervisor,
5500 Heath Lane
PO Box 65
Cambria, CA 93428
Email: jallchiin@cambriacsds.org
Phone: (805) 927-6221

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11. Applicable Law and Venue. This Agreement is governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. Any controversy or claim arising out of or relating to this Agreement shall be litigated in a California Superior Court of competent jurisdiction; or if jurisdiction over the action cannot be obtained in a California Superior Court, in a Federal District Court of competent jurisdiction situated in the State of California, and Customer hereby consents to the personal jurisdiction of such courts.

12. General Terms. This Agreement contains the entire agreement between the Parties regarding the Turnkey Services and supersedes any other prior oral or written agreements. If a conflict or inconsistency arises between the terms of this Agreement and any WO issued under it, the WO will control, as specified in Section D.8. Any modifications to this Agreement must be in writing and signed by the Parties. A waiver by either Party of any breach does not constitute a waiver of different or subsequent breaches. If any part of this Agreement is invalid, illegal, or unenforceable for any reason, that portion shall be replaced with a valid provision appropriate to the Parties' original intent and the remainder will be enforced.

Deleted: Any different or additional provisions in purchase orders, invoices or similar documents issued by the Customer are deemed refused by PG&E and unenforceable. ...

13. Execution of Agreement. This Agreement may be executed by providing an electronic signature under the terms of the Electronic Signatures Act, 15 U.S.C. SS 7001 et. seq., and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person. The exchange of copies of this Agreement and of signature pages by electronic mail transmission will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by electronic mail will be deemed to be their original signatures for all purposes.

Intending to be legally bound, the Parties execute this Agreement by their duly authorized representatives.

Pacific Gas and Electric Company

245 Market Street, MC N10D
San Francisco, CA 94105

By:

Name:

Title:

Date:

Cambria Community Services District

1316 Tamsen Street, Suite 201
Cambria, CA 93428

By:

Name:

Title:

Date: SIGNERT

DRAFT

EXHIBIT A
SAFETY WAIVER

PG&E has informed the Customer's on-site representative of the following condition(s) which, in the opinion of PG&E's on-site representative, should be remedied before the Turnkey Services may be resumed at the work site. Customer recognizes that if the below-listed condition at the work site is not remedied as recommended by PG&E, an accident may occur, causing damage to the work site, equipment and/or injury to persons, including but not limited to, the employees of Customer, PG&E and subcontractors.

By signing this waiver, Customer acknowledges and accepts all liability associated with this condition.

Description of condition:

Equipment ID#: _____ (If applicable)

Facility Name: _____

Executed this ____ day of _____, _____

Pacific Gas and Electric Company

Cambria Community Services District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**CAMBRIA COMMUNITY SERVICES DISTRICT
INVESTMENT GRADE AUDIT WORK ORDER**

This WORK ORDER ("Work Order"), effective as of the date of the latest signature executing this agreement ("Work Order Effective Date"), is entered into by Cambria Community Services District, an independent special district in the state of California ("Customer" or "the District"), and Pacific Gas and Electric Company ("PG&E"). Customer and PG&E are collectively the "Parties". This Work Order is subject to the terms and conditions of the Master Service Agreement between Customer and PG&E, dated _____, 2019 ("Service Agreement").

Having completed the 100% Preliminary Energy Assessment ("PEA") Report, titled "Preliminary Energy Assessment Report for Cambria Community Services District," (submitted on February 20, 2019 and revised on May 6, 2019), and pursuant to the provisions of the Service Agreement, Customer now wishes to engage PG&E to perform the services defined below in Section 1:

PROJECT NAME: Cambria Community Services District – Investment Grade Audit
PROJECT LOCATION: Cambria, CA 93428 ("Project Site")
 Waste Water Treatment Plant, 5500 Heath Lane
 Lift Station B-1, 3990 Burton Drive
 Lift Station B-4, 1551 Green Street
VALUE OF WORK ORDER: \$542,000

1. SCOPE OF WORK, SUBCONTRACTORS, AND TERM

1.1 Scope of Work. PG&E will provide those energy assessment services ("Services") set forth in Exhibit A ("SOW"), which is attached hereto and incorporated by reference herein.

1.2 Subcontractors. PG&E reserves the right to engage third party subcontractors ("Subcontractors") to perform any portion of the SOW. PG&E agrees that, as between PG&E and Customer, PG&E is responsible for any Subcontractor's performance of the SOW. And unless otherwise described in this Work Order, the fees and costs PG&E bills to Customer will include any and all fees and compensation due to any Subcontractors. PG&E is responsible for the payment of any compensation, monies, wages or other payment due or allegedly due Subcontractors. For purposes of this Work Order, PG&E and its Subcontractors shall be collectively referred to as "PG&E".

1.3 Term. This Work Order shall commence upon the Work Order Effective Date and shall continue until all of the Services are complete; unless sooner terminated or extended as permitted under the Service Agreement (the "Work Order Term"). Contractor shall complete the Services in accordance with the milestone dates described in the project schedule attached hereto as Exhibit B and incorporated by reference herein.



2. CUSTOMER RESPONSIBILITIES

Customer will provide PG&E personnel and Subcontractors with reasonable access to the Project Site facilities and areas contemplated by the SOW, suitable office space, and other reasonable accommodations necessary to permit PG&E personnel and its Subcontractors to perform the Services in the SOW. While working on the Project Site, Customer may request that the PG&E Project team personnel be located in an area adjacent to Customer's subject matter experts and technical personnel, and Customer will provide PG&E with all necessary security badges and clearances, consistent with Customer's vendor policies. Customer will provide PG&E and its Subcontractors relevant Project Site information or documents necessary to perform the SOW, including but not limited to existing facility utility mapping, construction drawings, equipment data, and operation and maintenance data.

3. DELIVERABLES

As described in the SOW, the "Deliverables" that PG&E will provide to Customer include:

- IGA Kickoff Meeting to discuss project goals, scopes, process, access requirements, communication protocol, Utility Tariffs and schedule
- Updated utility information for Electric, Water and Natural Gas for Utility Analysis
- Additional staff interviews and site audits, including energy metering, to enhance and verify information collected in the PEA and to establish utility baselines for each measure.
- All necessary work to develop firm fixed implementation pricing for each Energy Conservation Measure ("ECM") including:
 - Scopes of Work (SOW)
 - 30% mechanical, electrical, structural, & instrumental / controls design
 - Contractor packages, site walks and selection
 - Detailed analysis of utility and other operational cost savings, installation cost, and constructability
 - Specific work required at the ECM level is detailed in the respective sections below
- Workshop Meetings with District staff to discuss the findings and recommendations developed during the IGA. The meetings will be organized as follows:
 - Kick-Off Meeting
 - Utility Baseline Review
 - Energy Conservation Measures
 - 50% Development Review
 - 90% Development Review
 - Construction/Financing Workshop
- Final IGA Report (100%), which will include:
 - Executive Summary
 - Detailed Utility Analysis
 - Detailed Development of Recommended ECMs
 - Firm Fixed Implementation Proposal



- All supporting design information including basis of design documentation, design drawings, subcontractor & material quotes.
- 30% Design Completion and preliminary Construction Schedule
- PG&E Electric Service Upgrade Plan
- Financial Analysis that includes Cost Benefit Analysis and Firm-Fixed Project Cost Estimates
- Funding Options and Recommendations, Including applicable grants, low-interest loans, rebates and incentives

4. MODIFICATIONS

If a modification to this Work Order is necessary, the Parties agree to follow the modification process set forth in Section II.B.5 of the Service Agreement.

5. AUTHORIZATION

Upon receiving this Work Order, Customer will review the Work Order and SOW to verify acceptability of the terms. Customer's execution of this Work Order indicates its acceptance of the terms and conditions set forth herein, and shall serve as a Notice to Proceed.

6. PAYMENT

6.1 The total cost for the work described herein is five hundred and forty-two thousand dollars (**\$542,000.00**). Mobilization in the amount of one hundred and sixty thousand dollars (\$160,000.00) is due and payable at the time of Notice to Proceed. The balance of the cost shall be due and payable under the following options: (1) in the event that Customer elects NOT to proceed with completion of the project, the remaining balance will be due and payable upon receipt of the Final IGA Report; or (2) in the event that Customer elects to proceed with any implementation project, the balance for the audit Services will be added to PG&E's total project implementation costs.

6.2 Each PG&E invoice will reference this Work Order and be submitted to Customer's billing address, which is Cambria Community Service District, P.O. Box 65, Cambria, CA 93428. Customer must render, or instruct its financial institution to render, all payments to PG&E within thirty (30) days from the invoice date. Each payment made by Customer or its third-party designee must reference this Work Order and invoice number and be mailed to:

PACIFIC GAS AND ELECTRIC COMPANY
ATTN: SST Manager, Business Development
245 Market Street, Mail Code: N10D
San Francisco, CA 94105

Deleted: or no later than 270 days after the IGA Work Order is fully executed...

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6.3 Payment Disputes. If a payment dispute arises under this Work Order that is not settled promptly in the ordinary course of business, the parties must first seek to resolve any such dispute between them by negotiating promptly in good faith negotiations. These negotiations will be conducted by the respective designated senior managers (Director Level or above) of each party responsible for their relationship, and will be escalated internally by each party as reasonably necessary to seek resolution of the dispute. If the parties are unable to resolve the dispute between them through these negotiations within thirty (30) business days following their commencement (or within such other period as the parties may otherwise mutually agree upon), then the parties will escalate the dispute to their most senior executives within their organization (VP level or above). Notwithstanding anything to the contrary in the Agreement or this Work Order, after the termination of the initial thirty (30) day negotiation period to resolve the dispute, PG&E may temporarily suspend its performance of the Implementation Work until such dispute has been resolved.

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7. NOTIFICATIONS AND INTERFACE

Both Parties shall contact and/or deliver written notices (email is acceptable) to the business contacts below in the normal course of business, and in the event of any problems which may significantly affect the performance of the SOW under this Work Order.

BUSINESS CONTACTS:

CAMBRIA COMMUNITY SERVICES DISTRICT

Name John Allchin
 Title Waste Water Systems Supervisor
 Address 5500 Heath Lane
Cambria, CA 93428
 Telephone (805) 927-6221
 Email jallchin@cambriacsd.org

PACIFIC GAS AND ELECTRIC COMPANY

Name Brent Patera
 Title Business Development Manger
 Address 235 Market St.
San Francisco, CA 94105
 Telephone (415) 265-7232
 Email Brent.Patera@pge.com

CAMBRIA COMMUNITY SERVICES DISTRICT BILLING CONTACT:

Name Pamela Duffield
 Title Finance Manager
 Address P.O. Box 65
Cambria, CA 93428
 Telephone (805) 927-6118

8. OWNERSHIP OF DELIVERABLES

8.1 Ownership and title to any Deliverable produced by or on behalf of PG&E pursuant to this Work Order will be transferred to Customer upon Customer's full payment for such Deliverable and



no further agreement will be necessary to transfer ownership to Customer. PG&E shall furnish Customer all necessary copies of data used to prepare the documents that Customer requires to complete its review and approval process.

8.2 The Parties understand and agree that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the performance of the SOW and any implementation thereof.

8.3 PG&E shall not be liable for any claims, liabilities, or losses arising out of, resulting from, or in any way connected with, Customer's use of the Deliverables for other non-PG&E projects, except as permitted by PG&E in writing.

8.4 If Customer terminates this Work Order prior to PG&E completing the SOW, Customer will pay PG&E on a percentage-of-completion basis. Upon receiving such payment, PG&E will deliver to Customer the Deliverables in the state of completion they were in when Customer terminated. Such Deliverables will be deemed provided "AS IS" and "WITHOUT WARRANTY" but with all ownership rights otherwise provided in this Work Order. For clarity, the warranties in Article II, Section E.2 of the Service Agreement shall not apply to such Deliverables.

9. RELEASE OF REPORTS AND INFORMATION

The Deliverables PG&E prepares as part of the SOW under this Work Order are the Customer's property, and PG&E will not make them available to any individual or organization without Customer's prior written approval; provided such restriction does not apply to: (a) PG&E's agents, employees, consultants, representatives, or Subcontractors performing any portion of the SOW hereunder, or (b) to regulatory authorities and government agencies.



10. AUTHORITY

Each Party represents and warrants that the individual signing below, as well as any Change Orders and approvals hereunder, has and shall have all requisite power and legal authority to bind the Party on whose behalf he/she is signing to that Party's obligations hereunder. IN WITNESS THEREOF, the Parties agree to be bound by this Work Order as of the Work Order Effective Date set forth above.

CAMBRIA COMMUNITY SERVICES DISTRICT

PACIFIC GAS AND ELECTRIC COMPANY

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT

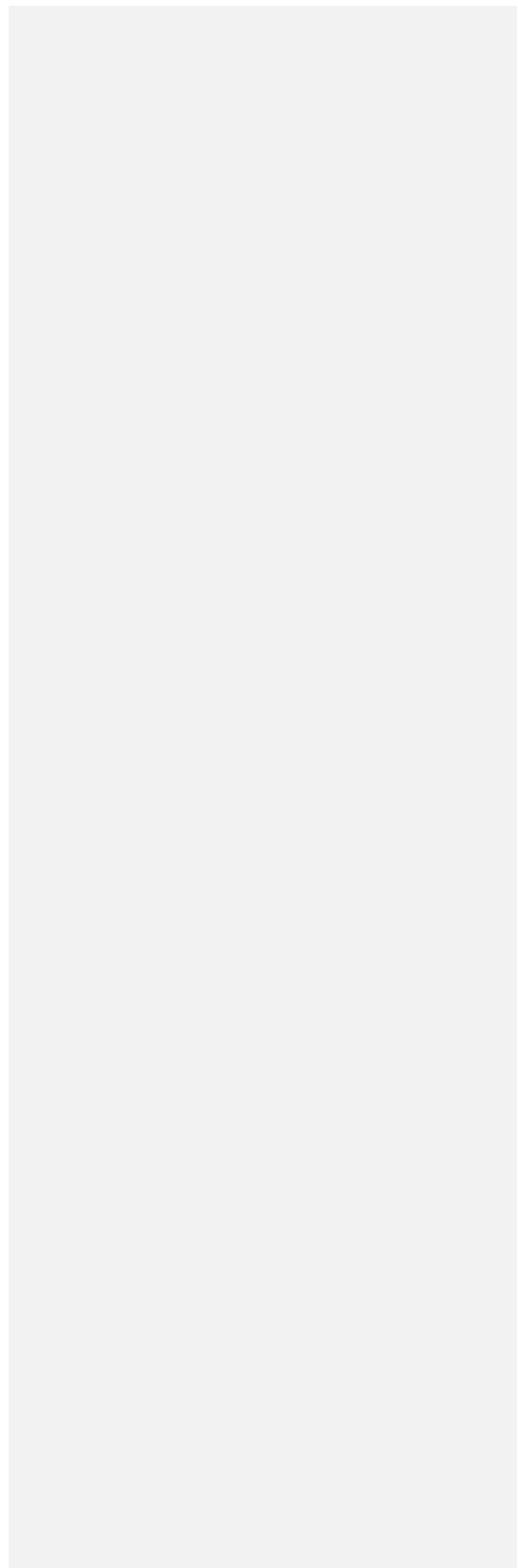




EXHIBIT A SCOPE OF WORK

This Exhibit A to the Investment Grade Audit Work Order describes the scope of work, timelines and cost for the development of energy conservation measures (“ECMs”) and/or energy generation opportunities identified and defined in the Preliminary Energy Assessment (“PEA”) Report titled: “Preliminary Energy Assessment Report for Cambria Community Services District,” submitted on February 20, 2019 and revised on May 6, 2019. This proposal includes all costs for professional consulting and engineering services required to complete the Scope of Work defined below:

ENERGY CONSERVATION MEASURES

PG&E will evaluate the twelve (12) ECMs shown in Table 1 below. These ECMs are described in the PEA.

Table 1: Recommended ECMs

ID	ECM Description	Site	Process Area
1	Influent Flow Equalization	WWTP	Equalization Basins (New)
2	Influent Lift Station Modifications	WWTP	Influent Lift Station
3	Modified Ludzak-Ettinger Process Upgrade	WWTP	Aeration Basins
4	Blower System Improvements	WWTP	Blower Room and Aeration Basins
5	RAS and WAS Pumping Improvements	WWTP	Aeration Basins
6	Sludge Thickening	WWTP	Solids Processing Area
7	Electrical Upgrades	WWTP	Control and Generator Building
8	Backup Power	WWTP	Control and Generator Building
9	SCADA System	WWTP	Communications Systems
10	Secondary Water System (3W) Improvements	WWTP	3W Station



11	Effluent Pump Station Improvements	WWTP	Effluent
12	Sewer Lift Stations (B-1 and B-4)	Collection	Lift Stations

INVESTMENT GRADE AUDIT (IGA) ACTIVITIES AND DELIVERABLES (GENERAL)

The IGA will consist of the following activities that are integral to all ECMs:

- Conduct IGA Kickoff Meeting with the District to discuss project goals, scopes, process, access requirements, communication protocol, Utility Tariffs and schedule.
- Acquire updated utility information for Electric, Water and Natural Gas for Utility Analysis.
- Acquire additional, detailed, ECM-specific information from the District as listed by ECM below.
- Conduct additional staff interviews and site audits, including energy metering, to enhance and verify information collected in the PEA and to establish utility baselines for each measure.
- Perform all necessary work to develop firm fixed implementation pricing for each ECM including:
 - Scopes of Work (SOW)
 - 30% mechanical, electrical, structural, & instrumental / controls design
 - Contractor packages, site walks and selection
 - Detailed analysis of utility and other operational cost savings, installation cost, and constructability
 - Specific work required at the ECM level is detailed in the respective sections below
- Conduct Workshop Meetings with District staff to discuss the findings and recommendations developed during the IGA. The meetings will be organized as follows:
 - Kick-Off Meeting
 - Utility Baseline Review
 - ECMs
 - 50% Development Review
 - 90% Development Review
 - Construction/Financing Workshop
- Upon conclusion of the IGA, a **Final Report** will be issued which will include:
 - Executive Summary
 - Detailed Utility Analysis
 - Detailed Development of Recommended ECMs
 - Firm Fixed Implementation Proposal
 - All supporting design information including basis of design documentation, design drawings, subcontractor & material quotes.
 - 30% Design Completion and preliminary Construction Schedule
 - PG&E Electric Service Upgrade Plan
 - Financial Analysis that includes Cost Benefit Analysis and Firm-Fixed Project Cost Estimates



- Funding Options and Recommendations, Including applicable grants, low-interest loans, rebates and incentives

IGA ACTIVITIES AND DELIVERABLES (ECM-SPECIFIC)

1. ECM-1 Influent Flow Equalization

- Assess condition of existing welded equalization tank
- Review plant flow records and confirm size of equalization tank(s)
- Develop hydraulic profile from lift station through new screen, grit removal, and proposed equalization tanks
- Develop cost comparison of rehabilitating existing welded tank with new liner or new coating; constructing two new concrete tanks; and constructing two new glass-coated bolted steel tanks
- Develop preliminary size and description of major equipment items, including blowers and enclosure, transfer pumps, coarse bubble diffusers, valves, process instrumentation, and piping

2. ECM-2 Influent Lift Station Modifications

- Review plant flow records and confirm design criteria for new pumps
- Develop system curve for influent lift station
- Evaluate potential wet well improvements including baffling to improve flow distribution
- Review and confirm options for pump type with District staff
- Confirm number and flow range of pumps over a range of motor speeds
- Develop preliminary size and description of major equipment items, including new pumps, process instrumentation including flow meter(s), and piping

3. ECM-3 Modified Ludzak-Ettinger Process Upgrade

- Review plant flow and water quality records and confirm design criteria
- Confirm proposed anoxic and aerobic basin size and configuration from prior studies
- Determine recirculation and waste activated sludge flows and aeration requirements under a range of operating conditions
- Develop preliminary piping and mechanical plan for review by District staff
- Develop preliminary size and description of major equipment items, including new anoxic mixer(s), diffusers, valves, process instrumentation, and piping

4. ECM 4 – Blower System Improvements

- Determine range of air requirements under various influent loading conditions based on analysis in ECM 3
- Develop description of process instrumentation (including air flow meters and dissolved oxygen probes)
- Evaluate options for upgrading / retrofitting blower system
- Develop scopes of work and preliminary design for recommended upgrades/retrofit
- Develop new sequences of operation to optimize system operation



5. **ECM-5 RAS and WAS Pumping Improvements**

- Perform assessment of visible surfaces within scum pit and RAS wet well
- Develop description of RAS pumps, WAS control valve, flow meters, process instrumentation, piping, valves, scum troughs, and scum pumps

6. **ECM-6 Sludge Thickening Improvements**

- Review plant sludge quality and flow records
- Assess capacity, condition and improvement options for existing thickener and screw press
- Confirm size of proposed glass-coated bolted steel sludge storage tank(s)
- Develop preliminary layout of biosolids handling area
- Develop preliminary layout of roll-off area
- Prepare lifecycle cost comparison of (1) onsite sludge storage and (2) roll-off storage with more frequent disposal
- Review and confirm preferred alternative with District staff

7. **ECM-7, -8 Electrical Upgrades and Backup Power**

- Evaluate and develop retrofit solution for power requirements (hp and voltage) for new motors and loads in proposed ECMs
- Size and specify replacement solution for standby generator and transfer switch

8. **ECM-9 SCADA System**

- Develop preliminary process and instrumentation diagrams for coordination with SCADA design
- Develop scope of work for all necessary SCADA upgrades

9. **ECM-10 Secondary Water System (3W) Improvements**

- Review condition of existing wet well, pumps, and exposed piping
- Determine design criteria (flow and pressure) for 3W system
- Evaluate cost/benefits of variable frequency drives compared to hydro pneumatic storage
- Review and confirm solution with District staff
- Recommend improvements to existing system or replacement with new pumps and valves
- Develop scopes of work for new pumps, valves, and appurtenances

10. **ECM-11 Effluent Pump Station Improvements**

- Field review effluent pipeline alignment, air release valves, and other appurtenances
- Confirm design criteria (flow and head requirements) for effluent pumps
- Determine if constant speed or variable speed pumping should be implemented
- Perform preliminary surge analysis on effluent pump and force main system
- Develop recommendations for cleaning pipeline, including provisions for a "pigging" station
- Determine repair and rehabilitation recommendations for existing coatings and equipment
- Develop scopes of work for new pumps, valves, instrumentation, and appurtenances



11. ECM-12 Sewer Lift Stations (B1 and B4)

- Develop design flows for each lift station based on available plant records, review of upstream land uses, and estimated peaking factors
- Confirm design criteria (flow and head requirements) for submersible pumps at each station
- Confirm size (depth and operating ranges) for wet well
- Evaluate dimensions and visible condition of existing wet well to determine if it can be used or a new wet well should be constructed
- Develop preliminary layout of B1 and B4 for review by District staff
- Develop description of new pumps, valves, access hatches, instrumentation, and appurtenances

ASSUMPTIONS AND CLARIFICATIONS

The following assumptions and clarifications apply to the scope and costs presented in this proposal:

- PG&E assumes that specified facility data/information will be made available in a timely fashion including utility bills, facility construction drawings, equipment data, and operations and maintenance data.
- PG&E will require close coordination with the District facility staff and other District personnel in order to successfully complete the IGA.
- The District will arrange and provide access for PG&E and consulting personnel to all facility areas and equipment as needed to complete the work.
- PG&E assumes that appropriate personnel will be available during the site visits and meetings, and will also be available by email and telephone for follow-up consultations.
- Any additional work requested by the District will be priced based on the agreed to SOW.
- District will provide available data and conduct additional analyses (including flow monitoring, pressure monitoring/recording, laboratory analyses, and other tests) if required for development and/or design. PG&E to provide testing protocols for use in collecting this data.
- PG&E has the right to rely on record drawings provided by the District in developing preliminary plans under the IGA
- PG&E has the right to rely on prior studies provided by the District in determining design criteria and developing preliminary plans

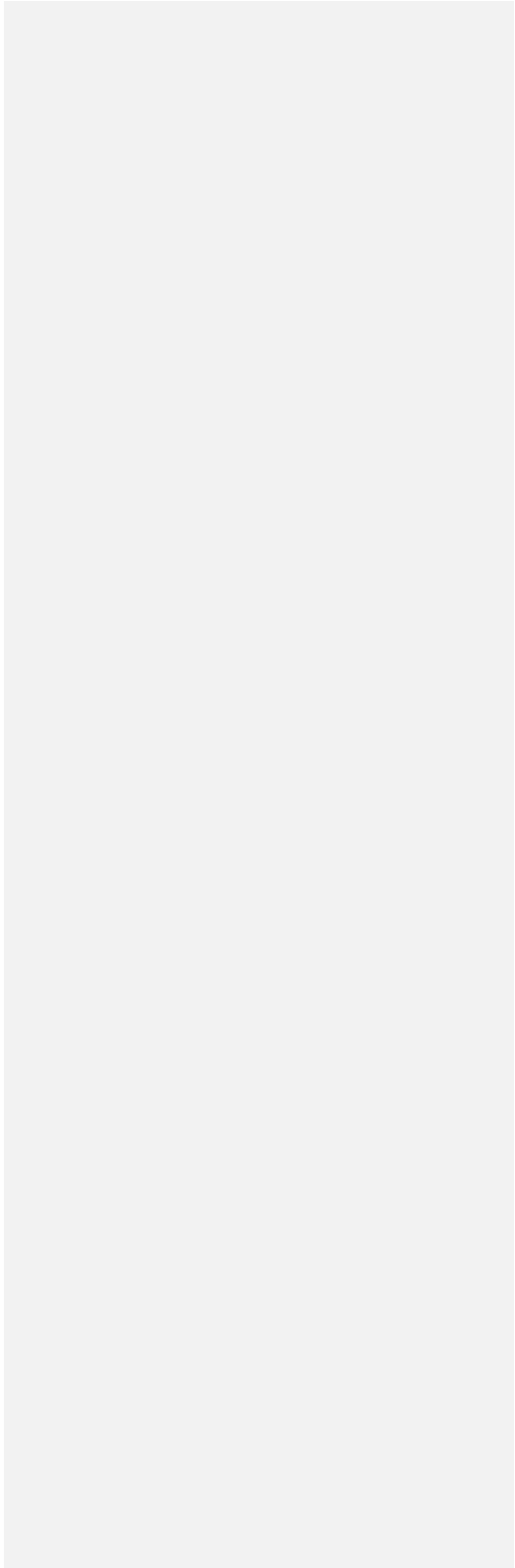
SCHEDULE

PG&E is prepared to begin work on the IGA immediately upon being provided a Notice to Proceed (NTP) from the District. Upon receipt of the NTP, PG&E will provide a schedule for the IGA work and arrange the kick-off meeting. Excluding review and/or administrative time required by the District, the estimated duration of the IGA is eight (8) months from the date of NTP.



**EXHIBIT B
SCHEDULE OF VALUES**

DRAFT



Melissa Bland

From: Patera, Brent <BXPL@pge.com>
Sent: Friday, July 19, 2019 1:58 PM
To: John Allchin
Cc: Anthony Roner (ARoner@Southlandind.com); Garnett, John; Melissa Bland
Subject: Re: PG&E IGA Contract Question

John

Per our conversation this morning on this topic, confirming that you may roll/carry the remaining IGA cost (after mobilization) into the implementation regardless of the number/value of the selected ECMs.

I and a couple others are on vacation so we can work to modify the IGA Work Order to clarify just as soon as we can get to it.

Please let me/us know if you have further questions or need anything else. John or Anthony will be around to help.

Final thought. If your counsel wants to send us a redline with recommended language. We could go that way.

Brent

Brent Patera
Senior Business Development Manager
Pacific Gas and Electric Company

- Sent From My Mobile Device -

From: Patera, Brent
Sent: Friday, July 19, 2019 4:59:07 AM
To: John Allchin <jallchin@camabriacsd.org>
Cc: Anthony Roner (ARoner@Southlandind.com) <ARoner@Southlandind.com>; Garnett, John (J7GB@pge.com) <J7GB@pge.com>
Subject: RE: PG&E IGA Contract Question

John

I am adding Anthony from Southland and our program manager John Garnett.

I am heading on the road in a few minutes. We will get back to you before noon today.

Brent

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