



**FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE ENGINEERING & OPERATIONS COMMITTEE**

AGENDA

**TUESDAY, NOVEMBER 28, 2023
9:00 A.M.**

**FALLBROOK PUBLIC UTILITY DISTRICT
990 E. MISSION RD., FALLBROOK, CA 92028
PHONE: (760) 728-1125**

THIS MEETING WILL BE HELD AT THE ABOVE DATE, TIME, AND LOCATION AND MEMBERS OF THE PUBLIC MAY ATTEND IN PERSON AT THE DISTRICT OFFICE LOCATED AT 990 E. MISSION RD., FALLBROOK, CA 92028. FOR THE CONVENIENCE OF MEMBERS OF THE PUBLIC WHO DO NOT WISH TO ATTEND IN PERSON, FALLBROOK PUBLIC UTILITY DISTRICT PROVIDES A MEANS TO OBSERVE AND PROVIDE PUBLIC COMMENTS AT THE MEETING VIA WEB CONFERENCE USING THE BELOW CALL-IN AND WEBLINK INFORMATION. PLEASE NOTE THAT IN THE EVENT OF TECHNICAL ISSUES THAT DISRUPT THE ABILITY OF MEMBERS OF THE PUBLIC TO VIEW THE MEETING OR PROVIDE PUBLIC COMMENTS THROUGH THE WEB CONFERENCE OPTION, THE MEETING WILL CONTINUE.

Join Zoom Meeting

<https://us06web.zoom.us/j/89249099364?pwd=bzsogc7QXmZQtDevSXx7n7WPgz2nQN.1>

MEETING ID: 892 4909 9364

AUDIO PASSCODE: 112414

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PUBLIC COMMENTS: Members of the public may submit public comments and comments on agenda items in one of the following ways:

SUBMIT COMMENTS BEFORE THE MEETING:

- By emailing to our Board Secretary at leckert@fpud.com
- By mailing to the District Offices at 990 E. Mission Rd., Fallbrook, CA 92028
- By depositing them in the District's Payment Drop Box located at 990 E. Mission Rd., Fallbrook, CA 92028

All comments submitted before the meeting by whatever means must be received at least 1 hour in advance of the meeting. All comments will be read to the Committee during the appropriate portion of the meeting. Please keep any written comments to 3 minutes.

REMOTELY MAKE COMMENTS DURING THE MEETING: The Committee Chair will inquire prior to Committee discussion if there are any comments from the public on each item.

- Via Zoom Webinar go to the "Participants List," hover over your name and click on "raise hand." This will notify the moderator that you wish to speak during oral communication or during a specific item on the agenda.
- Via phone, you can raise your hand by pressing *9 to notify the moderator that you wish to speak during the current item.

MAKE IN-PERSON COMMENTS DURING THE MEETING: The Committee Chair will inquire prior to Committee discussion if there are any comments from the public on each item, at which time members of the public attending in person may make comments.

THESE PUBLIC COMMENT PROCEDURES SUPERSEDE THE DISTRICT'S STANDARD PUBLIC COMMENT POLICIES AND PROCEDURES TO THE CONTRARY.

If you have a disability and need an accommodation to participate in the meeting, please call the Board Secretary at (760) 999-2704 for assistance.

I. PRELIMINARY FUNCTIONS

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT

II. ACTION / DISCUSSION -----(ITEMS A-C)

- A. RECOMMENDATION FOR APPROVAL OF SCADA SUPPORT SERVICES
- B. ELECTRIC VEHICLE SUPPLY EQUIPMENT GRANT FROM SDG&E AGREEMENT
- C. AWARD OF VIA ARROYO PIPELINE REPLACEMENT PROJECT

III. ADJOURNMENT OF MEETING

* * * * *

DECLARATION OF POSTING

I, Lauren Eckert, Executive Assistant/Board Secretary of the Fallbrook Public Utility District, do hereby declare that I posted a copy of the foregoing agenda in the glass case at the entrance of the District Office located at 990 East Mission Road, Fallbrook, California, at least 72 hours prior to the meeting in accordance with Government Code § 54954.2.

I, Lauren Eckert, further declare under penalty of perjury and under the laws of the State of California that the foregoing is true and correct.

November 22, 2023
Dated / Fallbrook, CA

/s/ Lauren Eckert
Executive Assistant/Board Secretary

M E M O

TO: Engineering & Operations Committee
FROM: Kevin Collins, Purchasing/Warehouse/Fleet Supervisor
DATE: November 28, 2023
SUBJECT: Recommendation for Approval for SCADA Support Services

Description

Discuss staff recommendation to approve a new contract with selected consultant to assist with instrumentation, controls, and SCADA support. This contract will be three years with a not-to-exceed amount of \$125,000 year one, and \$100,000 years two and three.

Purpose

The District utilizes a significant amount of remote monitoring and control of water and wastewater facilities in order to optimize operation of the system and reduce operational labor requirements. Some specialized troubleshooting and programming support is necessary to develop and maintain these systems.

Our previous contract with SCADA Integrations has expired and we currently have no multi-year contracts in place with any SCADA support consultants. To rectify this situation, FPUD Purchasing staff issued an RFP on October 25, 2023 to three pre-selected companies: Technical Systems Inc. (TSI), Arcadis, and Enterprise Automation. All three have responded, and staff is evaluating their proposals, with a final recommendation coming before the next Board meeting date of December 4, 2023.

Budgetary Impact

The work will be completed within the Board authorized budget.

Recommended Action

The Engineering & Operations Committee recommend that the full Board approve a contract with selected consultant in the not-to-exceed amount of \$125,000 for year one, and \$100,000 for years two and three.

M E M O

TO: Engineering & Operations Committee
FROM: Carl Quiram, Operations Manager
DATE: November 28, 2023
SUBJECT: EVSE Grant from SDG&E Agreement

Purpose

To accept a grant from San Diego Gas & Electric (SDG&E) to reimburse the District for 80% of the cost to install the first phase of Electric Vehicle Supply Equipment (EVSE)

Background

In September of 2022, the Board accepted staff recommendation a plan to move the FPUD Fleet toward compliance with Governor Newsom's Executive Order N-79-20 (which has since been codified into CARB rules). As part of that plan, the District applied for the SDGE Power Your Drive for Fleets (PYDFF) program, October of 2022, for assistance with the District's need to provide charging infrastructure for our fleet to allow for electric vehicles to be charged. The next step for FPUD is to sign off on the 30% Design Drawings and sign the Grant Agreement, which will cover 80% of the project. The project will consist of (6) - Level 2 charging spots and (2) - high-speed Level 3 chargers for fleet use. The funding for this project is included in the current FY24 appropriation.

Budgetary Impact

The final project will come back to the Board for approval. We anticipate it will be within the Board authorized budget.

Recommended Action

The Committee recommend that the Board of Directors accept the SDG&E Power Your Drive for Fleets Grant agreement so that the design can be finalized and put out to bid.

Attachment: SDG&E Agreement

SDG&E Power Your Drive for Fleets Make-Ready Infrastructure Program Participation Agreement

This PROGRAM PARTICIPATION AGREEMENT (“Agreement”) is by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (“SDG&E”) and **Fallbrook Public Utility District** (“Program Participant”). SDG&E and Program Participant are referred to collectively as the “Parties.”

RECITALS

1. In support of California’s goal to reach 1.5 million zero-emission vehicles by 2025 and at least 5 million zero-emission vehicles by 2030, SDG&E will own, install, operate, and maintain Electric Vehicle Charging Make-Ready (“Make-Ready”) Infrastructure at qualifying and selected locations operating qualified Medium-Duty/Heavy-Duty Electric Vehicles (“MD/HD EV”), as part of SDG&E’s Power Your Drive for Fleets Make-Ready Infrastructure Program (“Program”), as approved by the California Public Utilities Commission (“CPUC”); full definitions of terms located after signature page. Companies who wish to participate in the Program must agree to the terms and conditions as provided for in this Agreement.
2. In general, the Program provides no-cost design, installation, and operation of the Utility-Side Make-Ready (“Utility-Side Make-Ready”) Infrastructure and either:
 - No-cost design, installation, and operation of the Customer-Side Make-Ready (“Customer-Side Make-Ready”) Infrastructure; **OR**
 - Program Participant may choose to design, install, and operate (“Self-Install”) the Customer-Side Make-Ready Infrastructure.
 - Program Participants that select the Self-Install option may be eligible for a rebate of up to 80% of the cost to design and install the Customer-Side Make-Ready Infrastructure.
 - Electric Vehicle Supply Equipment (EVSE) Rebate: Program Participant may qualify for an EVSE Rebate of up to 50% of the costs to purchase qualified EVSE.
 - Electric Vehicle Energy Rate
 - SDG&E’s new optional Electric Vehicle-High Power Charging rate (EV-HP) is available to Program Participants. The new EV-HP rate replaces demand charges with a new subscription pricing plan.
3. Program Participant and SDG&E are entering into this Agreement for participation in the Program; and for installation of the Infrastructure at:

990 E. Mission Rd, Fallbrook, CA 92028

1.0 GENERAL PROGRAM REQUIREMENTS AND REBATE:

To participate in the Program, Program Participant shall comply with the following requirements:
Customer-Side Make-Ready options:

Program Participant shall designate an Infrastructure Make-Ready option below:

Program Participant elects SDG&E to design, install, and operate the Customer-Side Make-Ready Infrastructure.

Program Participant elects to Self-Install the Customer-Side Make-Ready Infrastructure Option. **Addendum 1: Self-Installed Customer-Side Infrastructure Addendum sets forth the details and additional terms and conditions that apply to this option. Program Participants who elect this option shall sign and return Addendum 1 along with this Agreement.*

Submit Owner Authorized Agent (OAA) Form. OAA approves SDG&E to act as Program Participant’s agent as it relates to obtaining any required permits for the installation of the EV infrastructure (**Exhibit A**) and;

Vehicle Acquisition Plan:

The Vehicle Acquisition Plan is a commitment that the stated number of unique vehicles will use the infrastructure within the estimated delivery date. These vehicles may be owned/leased by the Program Participant or owned/leased by others using the site.

Program Participant shall provide Proof of Purchase or other evidence for the purchase of no fewer than two (2) Class 2 through Class 8 MD/HD EVs; or retrofit a minimum of two (2) existing diesel fueled MD/HD vehicles to electric. Program Participant shall provide such evidence prior to SDG&E initiating pre-construction activities.

Prior to signing this Agreement, Program Participant shall complete the table below, detailing Electric Vehicle Acquisition Plan for the period encompassing the Term of this Agreement.

Vehicle Acquisition Plan

Est Delivery Date	Vehicle Year/Make/Model	Vehicle Count
11/2023	2023 Ford F-150 Lightning	2
11/2024	2024 Ford F-150 Lightning	1
11/2025	2025 Ford F-150 Lightning	1

Electric Vehicle Service Provider (“EVSP”): Program Participant shall contract with a qualified EVSP listed on the EPRI Product List ([EPRI Home](#)) to procure, install, operate, and maintain at a minimum, a quantity of one (1) EVSE in good working order for the Term of this Agreement and provide usage data for a period of five (5) years.

Program Participant shall work with selected EVSP to develop and submit to SDG&E any load management tactics that it will implement at its Medium-Duty/Heavy-Duty EV Charging Facility. Program Participant shall submit the final load management plan to SDG&E prior to the completion of construction activities.

Prior to signing this Agreement, Program Participant shall complete the table below, detailing EVSE to be purchased and installed under the scope of the Program.

EVSP/EVSE Info

Est Delivery Date	Network Provider	EVSE Mfr/Model	Qty
03/2024	AT&T First Net	ChargePoint CT-4021 Dual Port Level 2*	3
03/2024	AT&T First Net	Chargepoint CE-250 C Fast Chargers*	2
*Chargepoint is assumed but final chargers will be determined in bid			

Operations & Maintenance: The Program Participant is required to operate and maintain the Charging Station(s) for the Term of this Agreement. Program Participant shall pay all O&M costs and make best effort to maintain availability at the direction of SDG&E. Program Participant shall maintain the common area improvements immediately surrounding the Charging Station(s) to ensure there is enough space for vehicles to reach Charging Stations and to ensure Charging Station(s) are in good condition, ordinary wear and tear excluded. Program Participant shall promptly notify SDG&E of any problems it is aware of related to the Make-Ready Infrastructure.

Data Collection & Use: Program Participant shall support the data collection requirements of the Program. Data collection requirements will conform with the requirements of the California Public Utilities Commission and Data Reporting template.

Program Participant hereby expressly consents to the use and disclosure, by SDG&E, its agents and representatives, of data gathered as part of the Program for use in regulatory reporting, industry forums, case studies or other similar activities.

Easement:

Tenant Language:

Program Participant represents that the landowner (“Grantor”) has been consulted and has agreed to grant SDG&E the Easement required for the Infrastructure. Additionally, Program Participant represents and warrants herein that such Grantor understands and is agreeable to the Easement terms, and further, that this Agreement may be incorporated in its entirety or parts thereof into said Easement at SDG&E’s discretion, that said Easement remains with the property title upon transfer and may only be quitclaimed by SDG&E in accordance with this Agreement and the Easement.

Property Owner Language:

Program Participant agrees to grant SDG&E the Easement required for the Infrastructure. Additionally, Program Participant represents and warrants herein that it understands and agrees to the terms contained in the Easement, and further, that this Agreement may be incorporated in its entirety or parts thereof into said Easement at SDG&E’s discretion, that said Easement remains with the property title upon transfer and may only be quitclaimed by SDG&E in accordance with this Agreement and the Easement.

EVSE Rebate: Program Participant may qualify for an EVSE Rebate of up to 50% of the costs to purchase qualified EVSE.

Power Output	Max Rebate
0 kW to 19.2 kW	Up to 50% of the cost of EVSE, max \$3,000 per EVSE
19.3 kW to 50 kW	Up to 50% of the cost of EVSE, max \$15,000 per EVSE
50.1 kW to 150 kW	Up to 50% of the cost of EVSE, max \$45,000 per EVSE
150.1 kW +	Up to 50% of the cost of EVSE, max \$75,000 per EVSE

Rebate eligibility requirements include:

- EVSE is listed on the APL - [EPRI Home](#);
- Program Participant is a Transit or School District;
- or is located in a Disadvantaged Community (“DAC”);
- and is not a Fortune 1000 Company

EVSE Rebates will be paid after all of the following conditions are met:

- Program Participant submits Rebate Application;
- Program Participant provides Proof of Purchase of EVSE;
- SDG&E inspects the installation of the EVSE and if applicable, Program Participant Owned Infrastructure; and
- EVSEs are operational.

2.0 RIGHT TO ACCESS

Program Participant shall provide SDG&E, its representatives, contractors and designees access to the project location for purposes of design and installation of the Infrastructure. SDG&E, its contractors and designees shall make reasonable accommodations to minimize all impacts to Program Participant operations.

3.0 INSTALLATION OF EQUIPMENT

SDG&E, its contractors, representatives, and designees will design and construct the Infrastructure in compliance with this Agreement, as well as all applicable local, state and federal laws and regulatory requirements.

4.0 AMERICANS WITH DISABILITES ACT (ADA) REQUIREMENTS

Program Participant acknowledges that electric vehicle charging facilities are required to comply with the Americans with Disabilities Act (ADA), if applicable, and California Building Standards, which may impact parking layouts and design.

5.0 RELOCATIONS

Removal: At any time during the Term of this Agreement, whichever is longer, should Program Participant require removal of the Infrastructure or parts thereof, Program Participant shall bear full cost and expense of such removal of all Infrastructure installed pursuant to this Agreement, including, the full cost and sole expense of such removal of all Infrastructure installed pursuant to this Agreement and the depreciated value of Infrastructure and removal costs.

Program Participant requesting removals shall be responsible for costs as identified in the Removal Cost Schedule:

Removal Cost Schedule	
Year	Program Participant Percentage Responsibility
1	90%
2	80%
3	70%
4	60%
5	50%
6	40%
7	30%
8	20%
9	10%
10	0%

Relocations: At any time during this Agreement or the duration of the Easement, whichever is longer, should Program Participant require relocation of infrastructure installed pursuant to this Agreement, such relocation shall be by mutual agreement of the Parties. Should SDG&E approve relocation of such facilities, such relocation shall be at sole expense of Program Participant, regardless of whether Utility-Owned or Customer-Owned, and in accordance with any Program requirements, laws, regulations, or other applicable jurisdictional requirements in effect at the time of relocation. Additionally, at SDG&E's discretion, upon a relocation, Program Participant shall either amend the Easement to include the legal description of the new location or enter into a new

Easement with SDG&E.

6.0 DUTY TO NOTIFY

Program Participant shall notify SDG&E immediately regarding any unsafe, inoperable or damaged Infrastructure. In addition, Program Participant shall immediately report all claims and/or incidents involving the Infrastructure to SDG&E or its designated representative(s), and promptly thereafter confirm in writing, the occurrence of any injury, loss, or damage incurred by Program Participant.

If Program Participant has received or receives any other incentives or rebates for any Infrastructure or equipment covered under the scope of this Program, Program Participant shall notify SDG&E of any such incentives or rebates as soon as reasonably practicable. In the event that any such incentives or rebates, when combined with the EVSE Rebate or Customer-Owned Infrastructure Rebate provided by SDG&E, would reimburse Program Participant for more than 100 percent of the cost, SDG&E shall decrease the applicable rebate amount if not yet paid, or if already paid, submit a reimbursement request to the Program Participant for the amount of the rebate payment exceeding 100 percent of the cost incurred by Program Participant.

7.0 OPERATIONAL CONDITIONS AND PROGRAM PARTICIPANT CONTACTS

Program Participant shall perform certain operational functions such as report conditions and issues related to the Infrastructure.

For these purposes and other related reasons, Program Participant shall have two designated contacts with current and available contact information at all times.

Designated Contact Person for Operations

(Name, Email, Phone #)

Kevin Collins, kcollins@fpud.com, 760-999-2734

Designated Backup Contact Person for Operations

(Name, Email, Phone #)

Carl Quiram, cquiram@fpud.com, 760-999-2727

8.0 COMPENSATION

Except as otherwise provided in this Agreement, under no conditions shall Program Participant receive compensation of any kind, either by cash, in-kind services, or otherwise, for any duties or requirements provided for in this Agreement or for participation in any way as part of the Program, including but not limited to:

- Easement;
- Use of data for lawful purposes;
- Loss of business activity during construction or maintenance activities, or

- Any other inconvenience or loss, without limitation, related to participation.

9.0 CONFIDENTIALITY

During the Term of this Agreement, Program Participant may be provided with information of a confidential nature (“Confidential Information”) by SDG&E or its representatives.

Throughout and after the duration of this Agreement, Program Participant shall hold all Confidential Information in strict confidence. Without SDG&E’s prior written approval, Program Participant shall not use, disclose, reproduce, distribute, or otherwise misappropriate any Confidential Information, nor shall Program Participant take any action that may cause, or fail to take any action necessary to prevent causing, any Confidential Information to lose its character as Confidential Information. If applicable, SDG&E acknowledges that Program Participant is subject to the California Public Records Act (CPRA). Nothing in this agreement prohibits Program Participant from releasing documents that are not exempt from disclosure under the CPRA or applicable law.

10.0 INTELLECTUAL PROPERTY

Nothing in this Agreement or the Parties’ performance of it is intended or shall be deemed to convey any intellectual property rights to Program Participant. All intellectual property rights relating to the Program are expressly reserved to SDG&E, its contractors or other designated representatives and their respective licensors.

11.0 WAIVER

No provision of this Agreement may be waived unless agreed to by SDG&E, its contractors or other designated representatives and Program Participant in writing. The failure of SDG&E, its contractors or other designated representatives or Program Participant to insist upon strict performance of any provision of the Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Agreement.

12.0 DISPUTE RESOLUTION

In the event of a dispute relating to this Agreement, Program Participant and SDG&E, its contractors or other designated representatives shall make a good faith effort to resolve the dispute by negotiation between representatives with decision-making authority, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute.

13.0 GOVERNING LAW

This Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for any litigation arising from or relating to this Agreement shall be in San Diego County, California.

14.0 PROGRAM PARTICIPANT REPRESENTATIONS

Program Participant is an independent entity from SDG&E, its affiliates, contractors, vendors, representatives, or designees and nothing herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the Program Participant and SDG&E, its affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as otherwise provide herein, nor make any representations of any kind to this effect.

15.0 SEVERABILITY

If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of lawful jurisdiction, such invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision.

16.0 FALSIFICATION AND MISREPRESENTATION

Program Participant shall not falsify or misrepresent invoices or other documentation to SDG&E, its contractors or other designated representatives.

17.0 MARKETING & BRANDING

Disclaimer: All marketing, advertising or promotional materials which reference SDG&E, its contractors or other designated representatives or the Program itself, shall include a disclaimer which shall state that Program Participant is not an agent or affiliate of any and all of SDG&E, its contractors or other designated representatives.

Logos/ Trademarks: Program Participant shall not use the logos, trademarks or service marks of the Program, SDG&E, its contractors, or other designated representatives in any of Program Participant's marketing, advertising, or promotional materials without express written approval from SDG&E, its contractors or other designated representatives as appropriate. SDG&E shall not use the logos, trademarks or services marks of Program Participant without express written approval from Program Participant.

Marketing Materials: Program Participant must use up-to-date Program marketing materials. All marketing and advertising materials shall comply with the California Business and Professions Code.

Endorsements: Program Participant shall not state or imply endorsement of its products or services on the part of SDG&E, its contractors or other designated representatives or the Program.

Right to Review Materials: SDG&E, its contractors or other designated representatives reserves the right to review and approve any and all advertising, marketing, or promotional copy or materials developed or used by the Program Participant which references the Program Participant's participation in this Agreement or the Program, financing and other SDG&E programs or those of the contractors or other designated representatives. At its sole discretion, SDG&E, its contractors

or other designated representatives may require the Program Participant to submit such copy and materials for pre-approval. Approval shall be granted, unless SDG&E, its contractors or other designated representatives, in its sole discretion, determines that the copy or materials are misleading, in error, or fail to meet the requirements of this Agreement. The Program Participant agrees to remove from circulation or otherwise discontinue the use of any such materials.

18.0 CHANGES

SDG&E, its contractors or other designated representatives may initiate changes to the Program as circumstances dictate. SDG&E, its contractors or other designated representatives will make every effort to provide at least 30 calendar days written notice of changes that affect Program activities. However, SDG&E, its contractors or other designated representatives reserve the right to make immediate changes, without notice, as deemed necessary or in the best interest of SDG&E and its Customers. In the event SDG&E, its contractors or other designated representatives materially change the Program to the detriment of Program Participant, Program Participant may terminate this Agreement upon 30 days written notice to SDG&E.

Design Changes: A preliminary layout of proposed facilities will be provided via the 30% Design Acceptance document. Program Participant shall provide signed acceptance of the 30% Design Acceptance document certifying that the location of the facilities to be owned and operated by SDG&E are acceptable and not in conflict with the Participants planned improvements and further authorizes SDG&E to proceed with the preparation of final design(s), drawing(s), and cost(s). Program Participant acknowledges and agrees that any Infrastructure installed by SDG&E may vary from the design, if, in SDG&E's sole discretion, actual site conditions or municipal requirements dictate such changes. Program Participant may be responsible for incremental costs if: 1) There are changes to the system caused by the Participant or Participant's authorized representative, 2) There is a deviation from the electric load information specified within the approved Desktop Review/Load Study which will necessitate design and/or construction changes, 3) the project is cancelled after this Agreement is executed.

19.0 FRAUD AND DISHONESTY; COMPLIANCE WITH LAWS

Program Participant expressly warrants and represents that it shall conduct its business activities without perpetrating any fraud or dishonesty through the Program. Program Participant shall use best efforts to avoid doing any harm to SDG&E, their Contractors or other designated representatives' including the brands or goodwill of same. Program Participant shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the Program.

20.0 BREACH OF AGREEMENT

Without limitation, and to the greatest extent allowed by law, SDG&E and Program Participant reserve the right to seek damages and recovery for losses incurred due to any breach of this Agreement on the part of Program Participant or SDG&E as applicable, whether intentional or

unintentional.

21.0 TERMINATION AND TRANSFER

Term (“Term”): This Agreement shall be in effect from the Effective Date (“Effective Date”) through a period of ten (10) years from the In-Service Date (“In-Service Date”), unless the parties agree in writing to cancel or extend the Term, subject to this Agreement.

SDG&E Right to Terminate: SDG&E, its Contractors or their designated representatives may terminate, or for any duration suspend, this Agreement and Program Participant’s participation in the Program, or operation of the Infrastructure, with or without cause, at any time, and for any reason. Such reasons may include but are not limited to:

At Program Participant’s cost and expense, including the depreciated value of the Infrastructure and removal costs, if removal requested by SDG&E for Program Participant’s:

- Failure to provide or comply with terms of the Easement
- Breach of Agreement in whole or in part

At SDG&E’s removal cost of Utility-Owned Infrastructure, if:

- Permitting issues
- Exceptional installation costs
- Environmental concerns
- Program no longer authorized by the CPUC
- Any other reason(s) not in Program or ratepayers’ best interest

Termination: Program Participant may terminate this Agreement upon thirty (30) days notice should SDG&E materially breach any material term of this Agreement or fail to perform any material obligations hereunder, after notice and a reasonable opportunity to cure. Should a sale of property or other circumstance result in Program Participant losing its ability to perform its obligations per this Agreement, Program Participant shall immediately notify SDG&E in writing and without delay within ten (10) days of Program Participant knowledge of such a possibility and notwithstanding anything to the contrary contained herein, this Agreement shall terminate and Program Participant shall pay all costs and expenses, including the value of the depreciated Infrastructure. Should Program Participant request removal or termination, for any reason, of Electric Vehicle Supply Equipment (“EVSE”) or parts thereof prior to expiration of the Term, Program Participant shall bear the full cost and sole expense of such removal as well as the depreciated value of the Infrastructure. If after signing this Agreement, Program Participant withdraws from the Program prior to the site being activated, then SDG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of the Agreement including, but not limited to, design cost, site walk costs, etc.

Transfer of Agreement: Under no circumstance may this Agreement or parts thereof be assigned, transferred or otherwise conveyed without prior written consent of SDG&E and/or its designated representative. Such consent will not be unreasonably withheld. The assignee in any such permitted assignment shall assume all rights and obligations for the remaining Term.

Used and Useful: Program Participant shall demonstrate to SDG&E's reasonable satisfaction that the Infrastructure will be operated by the Program Participant within three months of the Infrastructure In-Service Date. Thereafter, at SDG&E's discretion, it may request evidence that Program Participant is operating these vehicles and associated charging in accordance with its Electric Vehicle Acquisition Plan. If Program Participant is not operating vehicles consistently with such plan, at SDG&E's discretion Program Participant may be responsible for SDG&E costs associated with installing the excess Infrastructure. This includes costs, as circumstances may dictate, for losses incurred by SDG&E on behalf of ratepayers, such as costs of equipment, site design and installation.

End of Term: At the end of the Term, unless the parties agree otherwise, SDG&E shall remove at its cost or abandon in-place Utility-Owned Infrastructure at SDG&E's discretion; Program Participant is responsible for Self-Installed Customer-Owned Infrastructure and EVSE at Program Participant's own cost.

Quitclaim: Upon the expiration or earlier termination of this Agreement and removal of all above grade infrastructure, SDG&E shall quitclaim all of its interest in the Easement.

22.0 NOTICES

Any notice provided under this Agreement shall be sent via first-class U.S. Mail. Notice is deemed effective on the third day after it is deposited in the U.S. Mail. Alternatively, notice may be given by fax or email, which is effective upon confirmation of successful transmission to the recipient. Notice pursuant to this Agreement shall be sent to:

PROGRAM PARTICIPANT:
(Name, Address, Email)

Jack Bebee, General Manager – Fallbrook Public Utilities District
990 E. Mission Rd, Fallbrook CA 92028
JackB@fpud.com

SAN DIEGO GAS & ELECTRIC COMPANY:

Name: Chris Faretta, Clean Transportation Programs Manager
Address: 8690 Balboa Ave., CPA2-03, San Diego, CA 92123
Email: cfaretta@sdge.com

Name: Anthony Aguirre
Address: 8690 Balboa Ave., CPA2-03, San Diego, CA 92123
Email: aaguirre@sdge.com

23.0 MISCELLANEOUS

This Agreement, including the Exhibits attached hereto and all items incorporated herein by reference and any written modification shall represent the entire and integrated agreement between the Parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms and conditions of the Parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. If any provision of this Agreement is in any way deemed unenforceable, then the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held unenforceable, shall not be affected, and each term and provision shall be enforceable to the fullest extent permitted by law.

Program Participant represents and warrants that it has the requisite power, legal authority and capacity to enter into this Agreement and to perform each and every obligation required of Program Participant under this Agreement and that the undersigned is authorized to execute this Agreement on behalf of Program Participant. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

PROGRAM PARTICIPANT

**SAN DIEGO GAS & ELECTRIC
COMPANY**

By: _____
Signature

By: _____
Signature

Date: _____
Jack Bebee, General Manager

Date: _____

Printed Name and Title

Printed Name and Title

Fallbrook Public Utilities District

DEFINITIONS

- [Approved Product List \(APL\)](#): The list of EVSE qualified by SDG&E and meeting SDG&E's technical requirements. Rebate eligible Program Participants must select EVSE from the APL in order to receive an EVSE Rebate (if available).
- California Public Utilities Commission (CPUC): The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.
- [CPUC's Transportation Electrification Safety Requirements Checklist](#): The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs.
- Customer-Owned Infrastructure: This includes the EVSE purchased and installed by the Program Participant pursuant to this Agreement; and the Customer-Side Make-Ready, if the Program Participant elects the Self-Install Customer-Side Make-Ready option.
- Customer-Side Make-Ready: The Customer-Side Make-Ready Infrastructure includes all Infrastructure from the utility meter up to the first point of interconnection with the EVSE. Make-Ready, as defined herein, does NOT include purchase or installation of the EVSE.
- Disadvantaged Community (DAC): Census tracts in California with a top 25% quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0 tool.
- Easement: A real property instrument substantially in the form of Exhibit A attached hereto to grant right of way for SDG&E to construct, maintain, operate, and repair any Utility-Owned Infrastructure.
- Effective Date: The date that this Agreement is dually signed and executed.
- Electric Vehicle Service Provider (EVSP): The entity from which the EVSE and Network Services is purchased.
- Electric Vehicle Supply Equipment (EVSE): An individual charging station unit that may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid-connected power source capable of recharging the vehicle's battery pack. The individual connectors of the EVSE are referred to as ports. Each EVSE can charge one or more vehicles depending on the number of ports the unit is equipped with. Qualifying EVSE that meets the technical specifications set forth by SDG&E are listed in the APL.

- **EVSE Rebate:** Financial reimbursement paid to an eligible Program Participant, or its designee, pursuant to the terms and conditions of the Program, to offset a portion of the purchase of approved EVSE.
- **In-Service Date:** The date the Infrastructure installed under this Agreement becomes available for use by the Program Participant.
- **Infrastructure:** The equipment and materials to be installed by either party pursuant to this Agreement on both the Utility-Side and Customer-Side of the electric meter.
- **Make-Ready Infrastructure:** All infrastructure necessary to operate EVSE; this includes all trenching, conduit, wire, hardscape work, signage, protective measures, and site restoration, installed so the EVSE can be mounted and any communications equipment installed. Make-Ready, as defined herein, does NOT include (1) purchase or installation of the EVSE.
- **Medium-Duty/Heavy-Duty Electric Vehicles:** Includes forklifts, truck stop electrification, transport refrigeration units, port cargo trucks, transit buses, school buses, airport ground support equipment, medium-duty vehicles, heavy-duty vehicles, and Class 2 through Class 8 on-road vehicles; [as defined by U.S. Department of Energy](#).
- **Program:** Also referred to as the Power Your Drive for Fleets Make-Ready Infrastructure Program. The Program is designed to help Program Participants install EV charging Infrastructure needed to electrify their medium- and heavy-duty fleets and off-road vehicles.
- **Program Participant:** The SDG&E Customer that enters into this Agreement.
- **Term:** This Agreement shall be in effect from the Effective Date through a period of ten (10) years from the In-Service date.
- **Utility-Owned Infrastructure:** This includes all Infrastructure installed by SDG&E.
- **Utility-Side Make-Ready:** The Utility-Side Make-Ready Infrastructure includes all Infrastructure work from SDG&E's distribution system to a new circuit panel that will be installed to support EVSE. SDG&E will ALWAYS be responsible for designing, procuring, installing, and maintaining the necessary Infrastructure on the Utility-Side of the meter.
- **Vehicle Acquisition Plan:** Program Participant's written plan detailing the number, type, and charging levels of electric vehicles that will be used at the Program Participant's premises over time to justify the requested Infrastructure.

EXHIBIT A: Owner Authorized Agent Form

Date: _____ Site ID#: _____ Site Name: _____

Owner Authorized Agent Form

I, Jack Bebee, hereby authorize San Diego Gas & Electric to act as my agent in all documents / forms as it relates to obtaining Agency permits for the installation of Power Your Drive for Fleets EV charging infrastructure at the property listed below.

SITE HOST TO COMPLETE

Property Address:

Fallbrook Public Utilities District, 990 E Mission Rd, Fallbrook CA 92028

Agent Name, Address & Telephone Number:

Anthony Aguirre, SDG&E Project Manager
8690 Balboa Ave., CPA2-03, San Diego, CA 92123
aaguirre@sdge.com (619) 416-2311

Property Owner Name, Address, & Telephone Number:

Jack Bebee, General Manager
Fallbrook Public Utilities District
990 E Mission Rd, Fallbrook CA 92028

Signature: _____ Date: _____

ADDENDUM 1: CUSTOMER-OWNED INFRASTRUCTURE ADDENDUM

This Customer-Owned Infrastructure Installation Addendum (“Addendum”) sets forth the additional terms and conditions that apply to Program Participants that elect the “Self-Install” option for the Customer-Side Make-Ready Infrastructure. All the terms and conditions of this Agreement also apply, and any capitalized terms used in this Addendum, and otherwise not defined, shall have the meaning given to such terms in the Agreement.

CUSTOMER-SIDE MAKE-READY INFRASTRUCTURE WORK

The Program Participant has elected to Self-Install the Customer-Side Make-Ready Infrastructure and, subject to meeting all of the applicable terms and conditions set forth in this Addendum, will qualify to receive the Customer-Owned Infrastructure Rebate, which will be the lesser of:

- (a) 80 percent of the Program Participant’s actual documented installation cost; **OR**
- (b) 80 percent of the average utility estimated direct cost, which shall be \$70,668, for installing Customer-Side Make-Ready Infrastructure for the relevant sector.

ADDITIONAL TERMS AND CONDITIONS FOR THE SELF-INSTALL CUSTOMER-SIDE MAKE-READY OPTION:

1. The Program Participant shall:
 - a. Complete Customer-Side Make-Ready Infrastructure design and provide a copy to SDG&E for review and approval.
 - b. Create a Base Map and a Site Plan, for location of the Customer-Side Make-Ready Infrastructure and EVSE and provide copy to SDG&E.
 - c. Provide to SDG&E a copy of the estimated construction costs broken out by design and engineering costs, permitting costs, and construction costs in advance of performing any related work.
 - d. Provide signed approval of SDG&E’s Utility-Side Make-Ready Infrastructure design.
 - e. Obtain all required approvals and permits for the Customer-Side Make-Ready Infrastructure work.
 - f. Schedule and attend a preconstruction meeting with SDG&E and provide a detailed construction schedule.
 - g. Manage and coordinate all Customer-Side Make-Ready Infrastructure work.

- h. Ensure installation contractor is state-licensed.
 - i. Comply with all applicable items included in the [Safety Requirements Checklist](#) for CPUC-Approved Transportation Electrification Programs.
 - j. Post installation, ensure final inspection process is complete.
 - k. Take any corrective actions, if SDG&E identifies any upon inspection, in SDG&E's sole judgment, to ensure that the Customer-Side Make-Ready Infrastructure complies with all of SDG&E's rules, regulations and safety requirements.
 - l. Own and maintain the Customer-Side Make-Ready Infrastructure in working order for the Term of this Agreement, at Program Participant's own expense and at no cost to SDG&E.
2. SDG&E Representations:
- a. SDG&E will process the Make-Ready Rebate payment after SDG&E has verified installation of the Customer-Side Make-Ready and EVSE, consistent with this Agreement, subject to Program Participant meeting all Program requirements and submitting the required documentation and after calculating the final rebate amount that will apply.
3. Indemnification and Limitation of Liability. The Program Participant agrees to the following provisions that apply to the Customer-Side Make-Ready Infrastructure:
- a. Program Participant understands that by electing the Self-Install Customer-Side Make-Ready option, Program Participant is responsible for the safe design, construction, installation, and operation of the Customer-Side Make-Ready Infrastructure.
 - b. Notwithstanding any inspection or approval of the Customer-Side Make-Ready Infrastructure, SDG&E makes no representations or warranties regarding manufacturers, dealers, contractors, materials or workmanship of the Customer-Side Make-Ready Infrastructure. Further, SDG&E makes no warranty whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the Customer-Side Make-Ready Infrastructure. Program Participant agrees that SDG&E has no liability whatsoever concerning (1) the quality, safety or installation of the Customer-Side Make-Ready Infrastructure, including its fitness for any purpose, (2) the workmanship of any third parties, (3) the installation or use of the Customer-Side Make-Ready Infrastructure. Customer hereby waives any and all claims against SDG&E, its parent companies, directors, officers, employees, or agents, arising out of activities conducted by or on behalf of SDG&E with respect to the Customer-Side Make-Ready Infrastructure.

- c. Indemnification of SDG&E. To the fullest extent permitted by law, Program Participant shall indemnify, defend, and hold harmless SDG&E, and its parent company, subsidiaries, affiliates, and their respective shareholders, officers, directors, employees, agents, representatives, successors, and assigns (collectively, the “Indemnified Parties”), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs, or expenses, including without limitation reasonable attorneys’ fees (a “Claim”), arising out of or resulting from Program Participant’s design, construction, installation, or use of the Customer-Side Make-Ready Infrastructure, including, but not limited to, any action or failure to meet its obligations under this Addendum, except to the extent that such Claim is based on the sole and gross negligence or intentional wrongdoing by SDG&E.
- d. Program Participant shall be responsible for any damage to its EVSE and to any other facility or equipment, to Utility-Owned Infrastructure, and to any other SDG&E facility or equipment that is incurred by SDG&E due to the interconnection of the Customer-Side Make-Ready Infrastructure, whether or not incurred through the fault or negligence of Program Participant, except in the case of sole and gross negligence or intentional wrongdoing by SDG&E.

AGREEMENT BY PROGRAM PARTICIPANT

By signing in the space below, you represent that the information provided in this Agreement is true, accurate and complete, and that you will comply with the terms and conditions outlined in this Agreement. You also represent and warrant that you are a duly authorized representative of Program Participant with the requisite authority to enter into this Agreement. For federal government Program Participants, you must be a Contracting Officer authorized to enter into this Agreement.

PROGRAM PARTICIPANT:

SAN DIEGO GAS & ELECTRIC COMPANY:

Signature & Date:

Signature & Date:

X

X

Chris Faretta
Clean Transportation Programs Manager

MEMO

TO: Engineering & Operations Committee
FROM: Aaron Cook, Engineering Manager
DATE: November 28, 2023
SUBJECT: Award of Via Arroyo Pipeline Replacement Project (Job 3203)

Description

Request for Board approval to award the Via Arroyo Pipeline Replacement Project to the lowest responsive bidder.

Purpose

As part of the District's pipeline and valve replacement program, a priority list of replacement projects were identified based on high rates of past failures and age of the facilities. The Via Arroyo Pipeline was selected as a priority due to leaks, age, and condition, including multiple mainline breaks over the past year. District staff prepared the design package for the project and solicited for general contractor construction bids. The project consists of approximately 4,000 linear feet of 12-inch and 1,000 linear feet of 8-inch cement mortar lined and coated steel pipe and associated appurtenances on Via Arroyo and Winterwarm Road. Bid opening was November 16, 2023. Five bids were received. A summary of the bid results is below:

Company Name	Bid Amount
CCL Contracting Inc.	\$2,635,000
TK Construction	\$2,930,000
JR Filanc Construction Co.	\$3,317,550
Kay Construction Inc.	\$3,508,310
Mike Bubalo Construction Co.	\$3,565,000

CCL Contracting, Inc. was the apparent lowest responsible bidder at \$2,635,000. CCL Contracting, Inc. has successfully performed work for the District in the past, and has been in business for over 20 years with a long reputation for quality work.

Budgetary Impact

The work will be completed within the Board authorized total capital budget.

Recommended Action

That the Committee recommend to the Board award of the Via Arroyo Pipeline Replacement Project to the lowest responsible bidder, CCL Contracting, Inc. for \$2,635,000.