

**RIGHT OF ENTRY AND ACCESS AGREEMENT FOR REMOVAL OF BATTERY,
TRANSFORMER, AND INVERTER AT THE SANTA ROSA LAGUNA TREATMENT
PLANT**

This Right of Entry and Access Agreement for Removal of Battery, Transformer, and Inverter at the Santa Rosa Laguna Treatment Plant (“Agreement”) is made and entered into by and between by City of Santa Rosa, a California municipal corporation (the “City”) and Trane U.S., Inc., a Delaware corporation (“Trane”), as of _____, 2023 (the “Effective Date”).

RECITALS

- A. Trane was the successful recipient of a California Energy Commission (“CEC”) Grant award, Grant Award Number: EPC-15-059 (the “Grant”) for the design, installation, testing, and operation of a Microgrid Controller and Automation System and a Photovoltaic System (the “Microgrid Project”).
- B. The Grant identified the Laguna Treatment Plant (the “LTP”), a regional wastewater treatment plant owned and operated by the City and located at 4300 Llano Road, Santa Rosa, CA 95407, as the site for the Microgrid Project to be located and installed.
- C. On May 30, 2017, the City and Trane entered into an Agreement for Design, Installation, Operation and Ownership of a Microgrid Demonstration System at the Santa Rosa Laguna Treatment Plant (“LTP Microgrid Agreement”).
- D. Thereafter, on September 20, 2018, the City and Trane entered into the First Amendment to the LTP Microgrid Agreement.
- E. By letter agreement dated March 27, 2019, Trane and the City agreed to extend the term of the LTP Microgrid Agreement to May 15, 2019.
- F. Pursuant to the LTP Microgrid Agreement, the City paid Trane for the delivery, programming, and start-up of two Bay Area Air Quality Management District (“BAAQMD”) approved selective catalytic reduction (“SCR”) units for the LTP. The LTP Microgrid Agreement originally provided for a \$750,000.00 payment, but the City and Trane agreed that the City’s full cost-share commitment for the project would be reduced by \$8,890.00, giving the City credit for labor costs borne by the City. Trane approved this reduction, and therefore, the City’s full cost-share commitment equaled \$741,110.00, which the City timely paid to Trane.
- G. After Trane installed the battery, transformer, and inverter, Trane discovered that Pacific Gas & Electric Company (“PG&E”) would not approve the inverter installed by Trane as it did not meet PG&E’s interconnection and certification requirements. Therefore, PG&E could not allow the Microgrid Project to connect to PG&E’s system.

- H. Trane pursued alternatives and explored the replacement of the inverter to meet the PG&E certification standards, but those efforts failed.
- I. The City and Trane, therefore, have agreed to terminate the Microgrid Project, and Trane has agreed to perform all work related to removal of the battery, transformer, and inverter installed at the LTP at no cost to the City (the "Removal Project") in accordance with the Scope of Work, which is attached hereto as "EXHIBIT A" and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Trane do hereby covenant and agree as follows:

1. Generally

A. License to Access the LTP. The City hereby agrees, subject to all of the terms, conditions, and requirements of this Agreement, that Trane, its consultants, contractors, and agents under the supervision of Trane, shall have a non-exclusive license to access the LTP for purposes of its work involving the Removal Project, provided, however that: (i) access during normal business hours, which for purposes of the Removal Project shall mean Monday through Friday, 7 am to 2 pm, will not require prior notice, but will require that Trane and any users of this license check-in with the LTP main office upon arrival so that the key personnel for the city at the LTP are aware of their presence; (ii) Trane shall coordinate with the City's point of contact prior to the commencement of any such work; (iii) the exact location of any work shall be only as set forth in EXHIBIT A; (iv) there shall be no non-business hours access until and unless Trane has coordinated with the City's point of contact ahead of time; (v) all access and any work done at the LTP shall at all times be in compliance with the terms of this Agreement and all applicable state and federal laws; and (vi) Trane and any consultants and contractors (including subcontractors) shall be in compliance with the City's insurance coverage requirements prior to gaining access to the LTP. Trane, its consultants, contractors, and agents shall, at all times, cooperate fully with City staff at the LTP with respect to this license and shall, at no time, be allowed to access locations at the LTP that do not relate to ongoing work in connection with the Removal Project unless accompanied by City staff. Trane shall provide a written list of any representatives, consultants, contractors, and subcontractors requiring access to the LTP in connection with the Removal Project and shall keep such list updated with the City as necessary throughout the term of the Agreement.

2. Removal of the Battery, Transformer and Inverter; Ownership.

A. Trane will be solely responsible for the removal of the battery, transformer, and inverter in accordance with EXHIBIT A. Trane and the City shall coordinate with each other regarding removal of the battery, transformer, and inverter so as to minimize delays. Trane shall complete the Removal Project in accordance with the Project Schedule

(attached hereto as “EXHIBIT B” and incorporated herein by this reference), which may be adjusted by written agreement between the City and Trane.

B. Trane understands that the City will provide no funds for the Removal Project. Consequently, if the Removal Project requires additional work other than what is contained in EXHIBITS A and B, Trane will bear responsibility for any and all additional costs necessitated to complete the Removal Project.

C. Upon completion of the Removal Project, ownership of the canopy solar photovoltaic panels installed at the main parking lot area of the LTP shall vest in the City. All removed and salvaged equipment (including the battery, transformer and inverter) and materials shall remain the property of Trane. Both SCR units are, and shall remain, the property of City.

3. Required Permits and Approvals.

A. Trane shall be solely responsible for coordinating, preparing applications, and obtaining all necessary approvals and permits for the Removal Project, including demolition permits to be issued by the City’s Building Department. The City shall be consulted and shall have the right of approval over any permit or conditions of approval that may affect the LTP. Trane shall be solely responsible for all costs and fees associated with obtaining all necessary permits for the Removal Project.

B. The City agrees to assist Trane in obtaining necessary permits and approvals in connection with the Removal Project.

C. Trane shall cause the Removal Project work to be performed in compliance with all applicable federal, state, and local laws, and any design and engineering or other professional services to be performed pursuant to this Agreement, and to the extent required shall assure that said work is performed by licensed personnel. Trane shall also require that any contractors or subcontractors performing any part of the Removal Project work shall name the City as an additional insured and indemnitee in any contract with Trane.

4. Removal and Completion. Trane shall be solely responsible for the performance of the Removal Project work, including appropriate management and oversight, provided, however, that the City shall have the right, at all times, to inspect the progress and quality of the Removal Project work.

A. Trane shall ensure that any contract for the Removal Project work shall require the contractor to: (1) indemnify the City for any and all work performed at the LTP; (2) agree to adhere to the City’s safety protocols and to acknowledge and fully comply with Cal-OSHA multi-employer work site safety regulations, which require that the City intervene for purposes of correcting or stopping work as may be determined necessary by City staff at any time during the performance of the work if an unsafe condition is noticed; (3) supply evidence of insurance as required herein and to assure that its subcontractors carry the coverage required herein; and (4) post performance and payment bonds for its portion of the Removal Project work.

The City shall neither be responsible for ensuring Trane's compliance with Cal-OSHA regulations nor ensuring the compliance of any of Trane's contractors or consultants with Cal-OSHA regulations.

B. At all times during the performance of the Removal Project work, Trane shall coordinate the schedule with the City's designated point of contact. The City shall, at all times, have a designated point of contact for the Removal Project, who shall coordinate and designate staging, inspections, and the work schedule. The parties agree that, at all times, during performance of any portion of the Removal Project work (until completion and acceptance of the work by the City), the parties shall participate in Removal Project work coordination meetings on a not less than weekly basis. Trane shall make the appropriate members of the construction team available to attend (in person or by telephone) including but not limited to key representatives of Trane and any subcontractors. The purpose of the coordination meetings will be to provide updates on the status of the Removal Project work, identify and coordinate areas of interface with the LTP so as to avoid disruption to the operation of the LTP, review a current three-week "look ahead" schedule provided by Trane and critical path for the work, identify any access and safety issues, and provide for schedule of inspections by the City for both the Building Department and LTP staff.

C. Trane shall submit a written request (using the City's System Outage Request form on page 19 of EXHIBIT A) for any proposed LTP system outages at least seven (7) business days (Monday through Friday) prior to any outage dates, and same shall be coordinated with LTP staff. The City shall have sole discretion, exercised reasonably, as to the timing and duration of any planned outages at the LTP.

D. Trane shall supervise and direct all Removal Project work performed. Trane shall be solely responsible for the means, methods, techniques, sequences, and procedures employed, consistent with the requirements of this Agreement. Trane shall ensure that all persons performing work hereunder are skilled in the tasks assigned to them. Trane shall keep the construction areas reasonably free of materials and accumulation of waste caused by the Removal Project work. Upon completion of the Removal Project work, Trane shall remove from the LTP all waste, tools, and equipment introduced by or through Trane.

E. Upon completion of the Removal Project work, Trane shall obtain final inspection of said work by the City's Building Department as well as LTP staff to assure the work is done in compliance with EXHIBIT A and any approved design drawings and submittals. Trane hereby agrees that it shall promptly address any areas of noncompliance identified during the City's inspections. Upon acceptance of the Removal Project work by the City, Trane shall file a notice of completion for same.

F. Trane shall complete the work in accordance with the Project Schedule, as may be adjusted from time to time by mutual agreement of the parties, not to be unreasonably withheld, subject to delays caused by force majeure events.

5. Liability, Indemnity and Insurance.

A. Trane shall bear all costs related to the Removal Project.

B. Trane shall be liable for and shall defend, hold harmless and indemnify City, its officers, agents, employees, volunteers, successors and assigns, and each and every one of them, from and against any and all actions, claims, lawsuits, administrative proceedings, arbitration proceedings, regulatory proceedings, damages, disabilities, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expense incurred in enforcing this provision (hereafter collectively referred to as "Liabilities") including but not limited to Liabilities arising from personal injury or death; damage to personal, real or intellectual property or the environment; contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with the performance of or the failure to perform this Agreement by Trane, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not such Liabilities are caused in part by a party indemnified hereunder, or such Liabilities are litigated, settled or reduced to judgment; provided, that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from: (i) the sole negligence, or willful misconduct of City, its employees, volunteers, successors and assigns; or, (ii) the active negligence of City.

C. Trane's obligation to defend City exists, regardless of whether it is ultimately determined that there is not an obligation to indemnify. Where it is ultimately determined that the events or circumstances giving rise to the obligation to indemnify were the result of the negligence or willful misconduct of the City, its employees, agents or subcontractors, there shall be an apportionment of the defense costs based on the relative fault of the parties following final resolution of any claim. Trane shall have the right to select legal counsel at the expense of Trane, subject to the City's approval, which shall not be unreasonably withheld.

D. Trane shall maintain in full force and effect all of the insurance coverage or equivalent insurance coverage to that described in, and in accordance with, "ATTACHMENT ONE – Insurance Requirements" (attached hereto and herein by this reference).

E. Maintenance of the insurance coverage required herein is a material element of this Agreement. Failure by Trane to: (i) maintain or renew coverage; (ii) provide notice of any changes, modifications, or reductions in coverage; (iii) assure that all of its contractors and consultants have the required insurance and that the City, its officers, agents and employees are named as additional insured in any such coverage; or, (iv) provide evidence of renewal, may be treated by the City as a material breach of this Agreement. Notwithstanding the foregoing, any failure by Trane to maintain required insurance coverage shall not excuse or alleviate Trane from any of its other duties or obligations under this Agreement.

6. Miscellaneous.

A. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed given: (a) when delivered in person; (b) the next business day after deposit with a commercial overnight delivery service for next day delivery; or (c) upon receipt if sent by United States mail, postage prepaid, registered or certified mail, return receipt requested. All notices shall be addressed to the recipient party at the following addresses or other address a party may designate in writing from time to time.

To the City: Attn: _____
City of Santa Rosa - Water Department
Laguna Treatment Plant
4300 Llano Road
Santa Rosa, CA 95407

With copy to: Attn: Morgan S. Biggerstaff
City Attorney's Office
100 Santa Rosa Ave., Room 8
Santa Rosa, CA 95404
Email: mbiggerstaff@srcity.org

To Trane:

TRANE U.S. - Serving California & Northern Nevada
4145 Del Mar Avenue
Rocklin Ca 95677
PH: (916) 577-1126; Fax: (916) 577-1175
Email:

With copy to: Mikhael Vitenson
Associate General Counsel
Ingersoll Rand, Climate
Office: +1(704) 990-3399
Mobile: +1(704) 574-6708
E-mail: mvitenson@irco.com

B. Independent Contractor. Trane shall at all times be and remain an independent contractor and not an agent of Santa Rosa for any purpose whatsoever and shall

have no authority to create or assume any obligation, express or implied, in the name of or on behalf of Santa Rosa or to bind Santa Rosa in any manner whatsoever.

C. Subcontractors. Trane may from time to time retain third party subcontractors and suppliers in connection with the Removal Project work.

D. Authorized Representatives. Each party shall designate one or more representatives authorized to act on behalf of the designating party. If a party designates more than one authorized representative, it shall specify the nature of the communications for which each representative is authorized to act on the designating party's behalf.

E. Entire Agreement; Amendment. This Agreement including ATTACHMENT ONE and EXHIBITS A, A-1, and B, represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. No amendment, modification, or waiver in respect of this Agreement will be effective unless in writing and executed by both parties.

F. Assignment. Neither party shall assign or delegate its rights or obligations under this Agreement without the written consent of the other party. In determining whether to consent to any assignment, each party shall be entitled to consider the experience, reputation and creditworthiness of the proposed assignee or other transferee. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

G. No Waiver. No failure on the part of either party to exercise or enforce any term hereof or any right hereunder shall operate as a waiver, release, or relinquishment of any right or power conferred under this Agreement.

H. Force Majeure. Neither the City nor Trane shall be considered to be in default hereunder when a failure of performance is due to an Event of Force Majeure. An "Event of Force Majeure" includes acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado, storm; fire; civil disobedience; pandemic; insurrections; riots; labor disputes; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility. If Trane or City is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure, it shall give prompt written notice of such fact to the other party and obligations shall be suspended during the pendency of the Event of Force Majeure.

I. Governing Law; Venue. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of California, and any action or litigation filed in connection with, or enforcement of, this Agreement shall be filed and heard in Sonoma County, California.

J. Execution in Counterparts; Electronic Signatures. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which

will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf, or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Trane wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either City or Trane may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.

7. Termination for Material Breach of the Agreement. Either party may terminate this Agreement in the event of a material breach under this Agreement where such breach continues uncured for thirty (30) days following written notice thereof from the other party, provided that if the relevant breach cannot be reasonably remedied within such thirty (30) days and the party receiving notice works diligently to remedy such breach, then such party shall have such longer period as may be reasonably required to remedy the relevant breach. In the event of termination for material breach of this Agreement, either party may be liable to the other party for the actual costs incurred by the non-breaching party prior to said termination and have all rights and remedies available in law or equity.

8. No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of the City and Trane and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

9. Authority; Signatures Required for Corporations. Trane hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Trane hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Trane in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chair of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

IN WITNESS WHEREOF, in consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned have executed this Agreement by their duly authorized representatives as of the date first written above.

Trane U.S. INC.,
a Delaware corporation

CITY OF SANTA ROSA,
a California municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Daniel J. Galvin III
Chair,
Board of Public Utilities

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

Attachments:

ATTACHMENT ONE – Insurance Requirements

EXHIBIT A – Scope of Work

EXHIBIT A-1 – Lock Out Tag Out Procedure

EXHIBIT B – Project Schedule

ATTACHMENT ONE INSURANCE REQUIREMENTS

- A. Insurance Policies:** Trane shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 2 million per occurrence \$ 4 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Trane shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Trane, its employees, agents and subcontractors.

B. Endorsements:

- All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
- Liability, umbrella and excess policies shall provide or be endorsed to provide the

following:

- a. For any claims related to this project, Trane's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Trane's insurance and shall not contribute with it; and,
- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Trane's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Trane shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Trane from waiving any right of recovery prior to loss. Trane hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Trane and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Trane or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Trane may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT A
Scope-of-Work

A. Description of Work

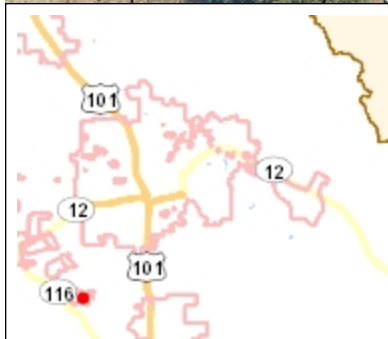
1. Lockout and tagout ("LOTO") pursuant to the City of Santa Rosa's LOTO Procedure, which is attached hereto as Exhibit A-1 and incorporated into this Scope of Work.
 - a. Each person involved in the electrical work is required to apply a LOTO device and tag to the equipment or lock box.
 - b. Per the 2019-0018_004 BSS One Line Diagram (see page 17 of this Exhibit A) and the 2019-0018_002 BSS Layout Diagram (see page 16 of this Exhibit A), disconnect electrical feeders from Switch 52-9 in High Voltage Switch Yard (12KV, 1200A, 500MVA).
 - c. Contractor will perform current and voltage testing to determine that the equipment is de-energized.
2. Disconnect line side feeders from 2000KVA Transformer.
3. Remove feeders between 52-9 switch and 2000KVA transformer from utility tunnel.
4. Disconnect load side feeders from 2000KVA transformer and Parker Inverter.
5. Remove feeders between 2000KVA transformer and Parker Inverter.
6. Disconnect feeders at load side of Inverter and Battery Storage Container.
7. Remove feeders between Inverter and Battery Storage Container.
8. Safe off and disconnect electrical feeders from Battery Storage Container and MCC - 26W for Inverter Parker (30A) Circuit. Bucket to remain and re-label as "SPARE" Remove feeders.
9. LOTO and remove Tracer SC and associated line and low voltage wiring
10. Infill (3) concrete housekeeping pad electrical vault penetrations with bolt down diamond plate covers
11. Cut cast in place conduit risers to even with top of slab and grout conduits.

B. Clarifications

1. Trane or Trane's Subcontractor will remove from the site Transformer, Inverter, Battery, and Battery Storage Container.
2. Demolition shall include removal of all materials associated with the systems.
3. Concrete pads to remain at the LTP.
4. Prior to the start of the Removal Project work, Trane or Trane's Subcontractor will provide to City a detailed plan for path-of-travel for entry and exit of materials to the area of work as this will be necessary for safety and areas that may need to be isolated while this work occurs.
5. Work must be coordinated between Trane or Trane's Subcontractor and LTP staff prior to any interruption to service.
6. Trane or Trane's Subcontractor to provide minimum five (5) days' notice prior to requesting shutting down existing electrical distribution system as required for this scope of work.
7. Trane or Trane's Subcontractor must provide at least seven (7) business days' advance notice prior to requesting shutting down plant equipment.
8. Trane or Trane's Subcontractor shall include all necessary manpower, labor, materials, tools, equipment, rigging, coordination, PPE, and related services

9. All labor shall be performed during normal working hours, Monday through Friday, 7:00am to 2:00pm.
10. Trane or Trane's Subcontractor's ladders, tools, equipment, etc. must be placed in a pre-agreed location or removed from the site each day after the work is completed. Any tools or equipment left on the site is the responsibility of Trane or Trane's Subcontractor to secure and organize.
11. Trane will provide redline record drawings indicating scope of demolition for this Contract upon completion.
12. Trane or Trane's Subcontractor shall be responsible for clean-up of the work area where its work occurs. All areas shall be restored to a clean and debris free.

Exhibit A: Map of Microgrid Location



4/4/2023

Scale 1: 1,200

0 Miles 0.02

DRAWING NAME	DRAWING NUMBER
ELECTRICAL COVER SHEET	TRN-D-S000-1
SITE LAYOUT	TRN-D-P002-1
ELECTRICAL DRAWING LEGEND	TRN-D-S001-2
BSS ONE LINE DIAGRAM	TRN-D-S002-1
MCC-26W ONE LINE DIAGRAM AND ELEVATION	TRN-D-S002-2
M2 ONE LINE DIAGRAM	TRN-D-S002-3
BSS THREE LINE DIAGRAM	TRN-D-S003-1
M2 THREE LINE DIAGRAM	TRN-D-S003-2
WIRING DIAGRAM	TRN-D-W002-1
CONDUIT PLAN AND DETAILS	TRN-D-P010-1
CONDUIT PLAN AND DETAILS	TRN-D-P010-2
GROUNDING PLAN AND DETAILS	TRN-D-P012-1
CABLE SCHEDULE	TRN-B-Z002
BATTERY ROOM LAYOUT	TRN-D-P015-1
CABLE PLAN - DEMOLITION AND PROTECTION & GRADING AND PAVING PLAN	TRN-D-P015-C1
CABLE PLAN - EROSION AND SEDIMENT CONTROL PLAN	TRN-D-P015-C2



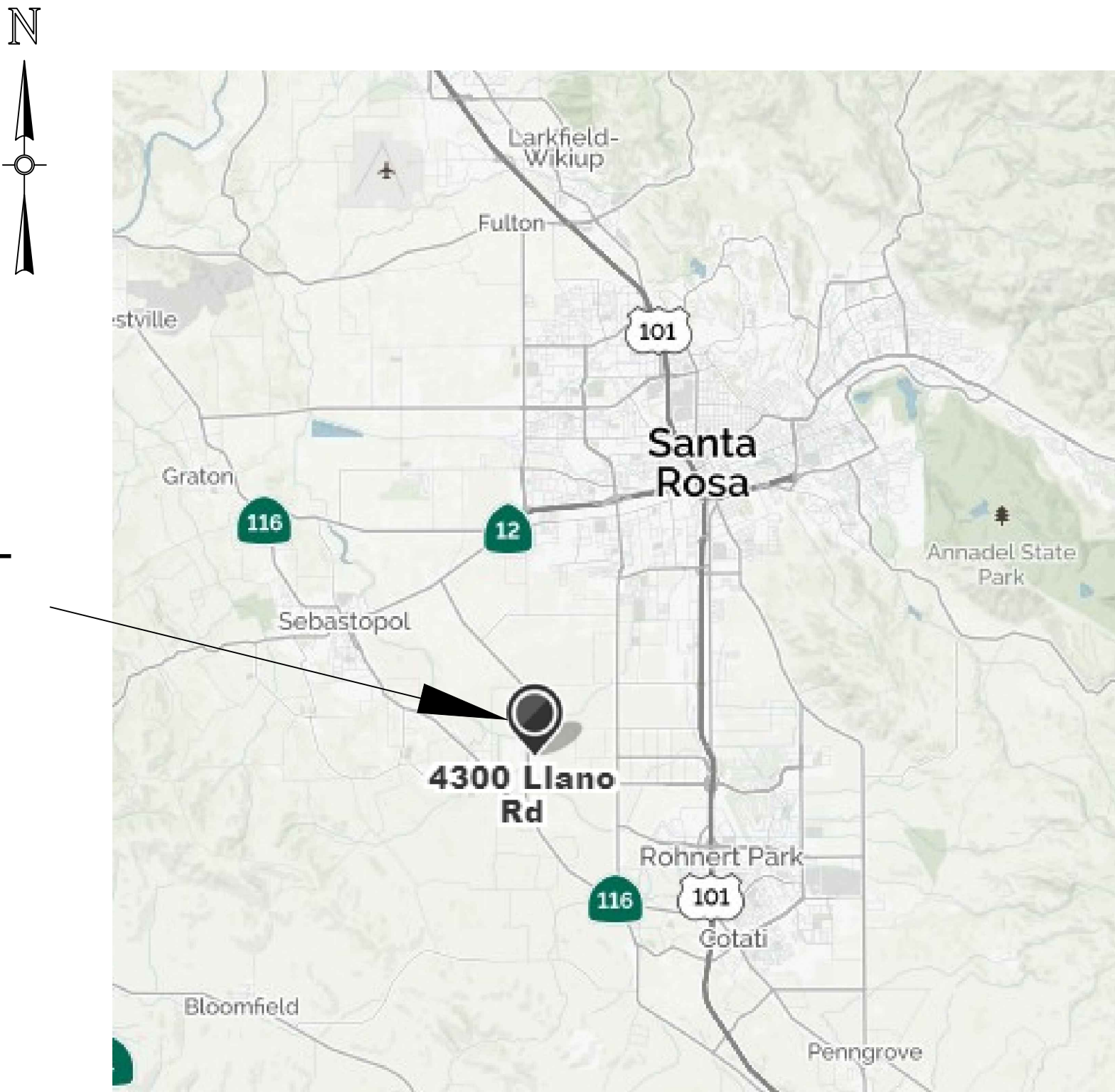
AGREEMENT BETWEEN TRANE AND THE CITY OF SANTA ROSA
DATED DECEMBER XX, 2022
REMOVAL OF BATTERY STORAGE SYSTEM (BSS)

PROJECT
LOCATION

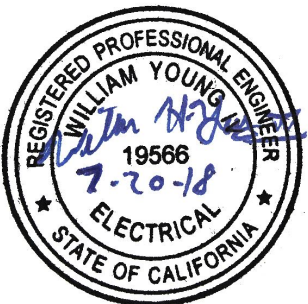


SANTA ROSA LAGUNA TREATMENT PLANT
LOCATION MAP
NOT TO SCALE

PROJECT
AREA



PROJECT LOCATION: 4300 LLANO RD, SANTA ROSA, CA
OWNER: CITY OF SANTA ROSA
SCOPE OF WORK: REMOVE 2MW MAX POWER, 584 KWH BATTERY STORAGE SYSTEM (BSS), INVERTER, & TRANSFORMER FOR MICROGRID.



FILE LOCATION: L:\SANTA ROSA MICROGRID\CADD\WORKING\TRN-D-S000-1.DWG LAST SAVED BY: mmontoya 7/19/2018 4:58 PM PLOTTED BY: Maurice Montoya 7/20/2018 8:29 AM Tab: TRN-D-S000-1

Engineering with Distinction

ELECTRICAL CONSULTANTS, INC.
BILLINGS, MONTANA

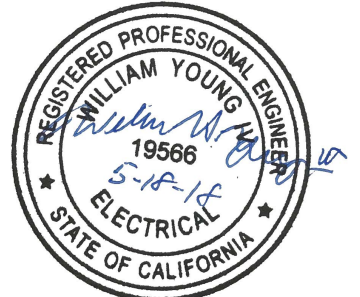
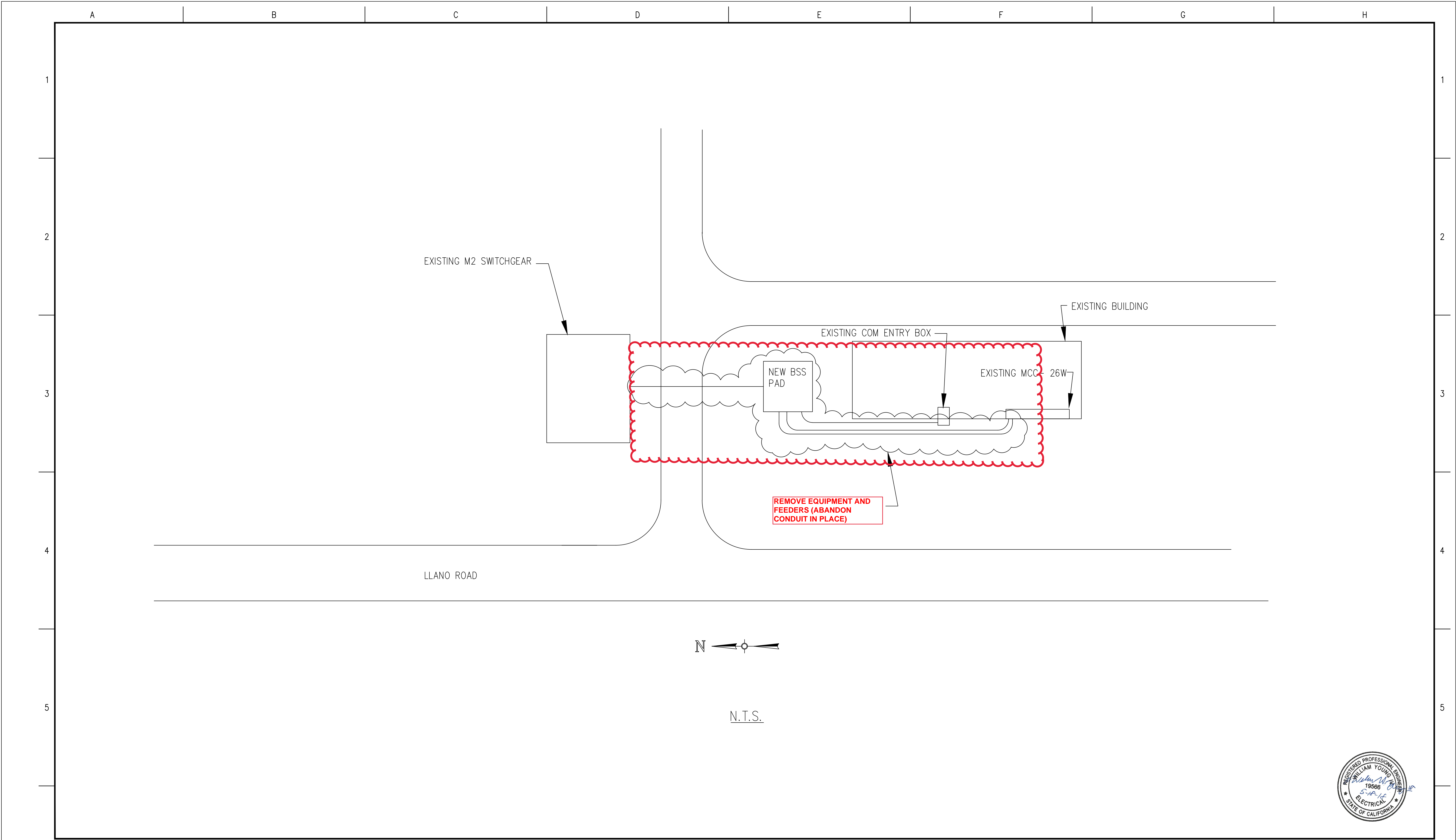
1	RE-ISSUED FOR PERMIT REVIEW	07/20/18	ECI	WHY
0	ISSUED FOR PERMIT REVIEW	04/10/18	ECI	TS
NO	REVISION	DATE	BY	APR

TRANE U.S.
4145 DELMAR AVE.
ROCKLIN, CA 95677
PH: (916)-577-1100
CSLB: 561796
GRANT #EPC-14-059

ENGINEERING RECORD		DATE
DRAWN	MM	12/20/17
DESIGNED	EP	12/20/17
CHECKED	TS	12/20/17
APPROVED	WHY	12/20/17
DWG SCALE: NONE		PLT SCALE: 1:000:1

**SANTA ROSA MICROGRID
BATTERY STORAGE SYSTEM
COVER SHEET**

DWG. NAME: TRN-D-S000-1 REVISION NO : 1



FILE LOCATION: L:\SANTA ROSA MICROGRID\CADD\WORKING\TRN-D-P002-1.DWG LAST SAVED BY: mmontoya 4/26/2018 8:47 AM PLOTTED BY: Maurice Montoya 5/2/2018 11:09 AM Tab:TRN-D-P002-1

ECI ELECTRICAL CONSULTANTS, INC.
BILLINGS, MONTANA

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NO	REVISION	DATE	BY	APR

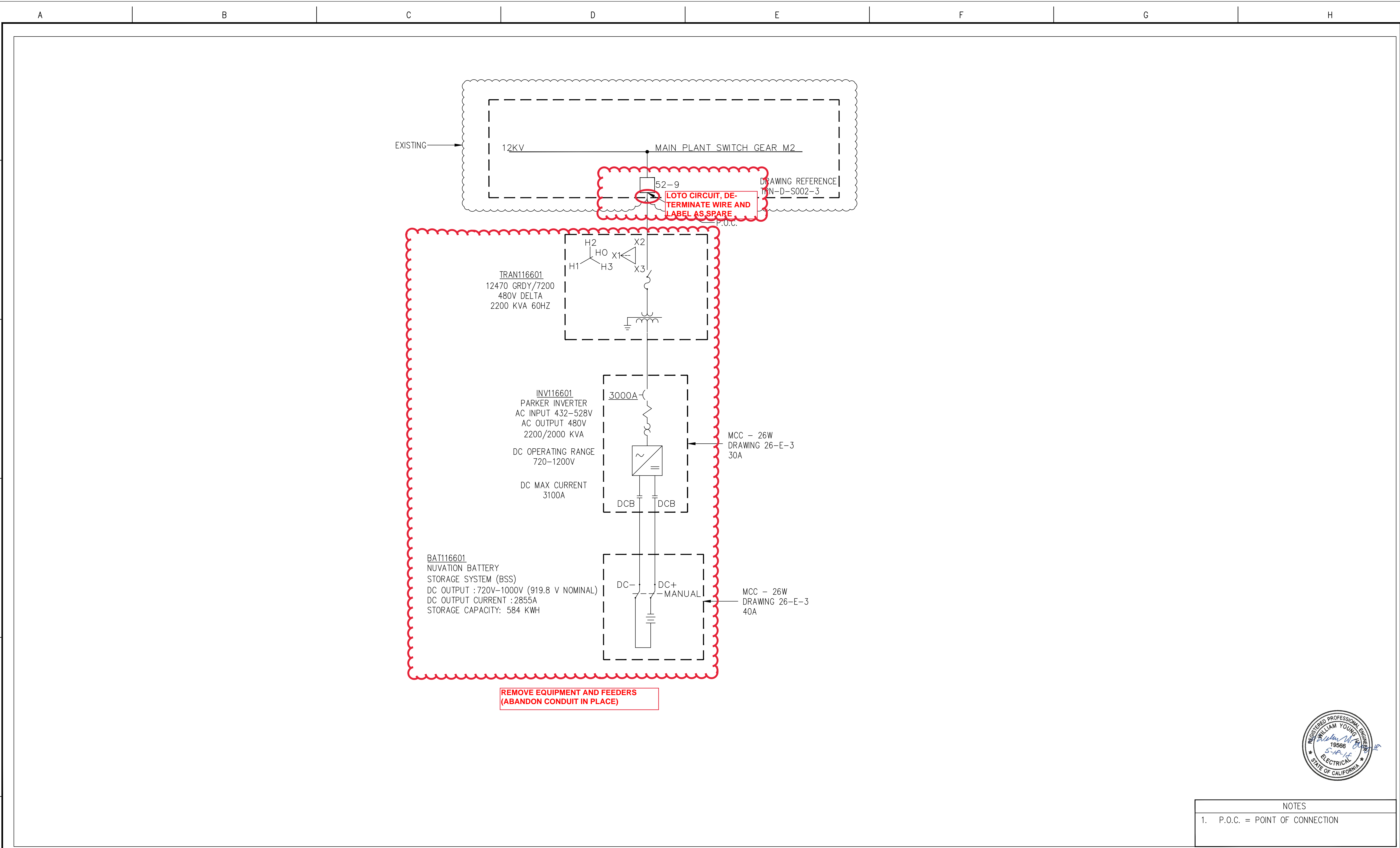
TRANE U.S.
4145 DELMAR AVE.
ROCKLIN, CA 95677
PH: (916)-577-1100
CSLB: 561796
GRANT #EPC-14-059

ENGINEERING RECORD		DATE
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DESIGNED	EP	12/20/17
CHECKED	TS	12/20/17
APPROVED	WHY	12/20/17
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SANTA ROSA MICROGRID
BATTERY STORAGE SYSTEM
BSS LAYOUT OVERVIEW

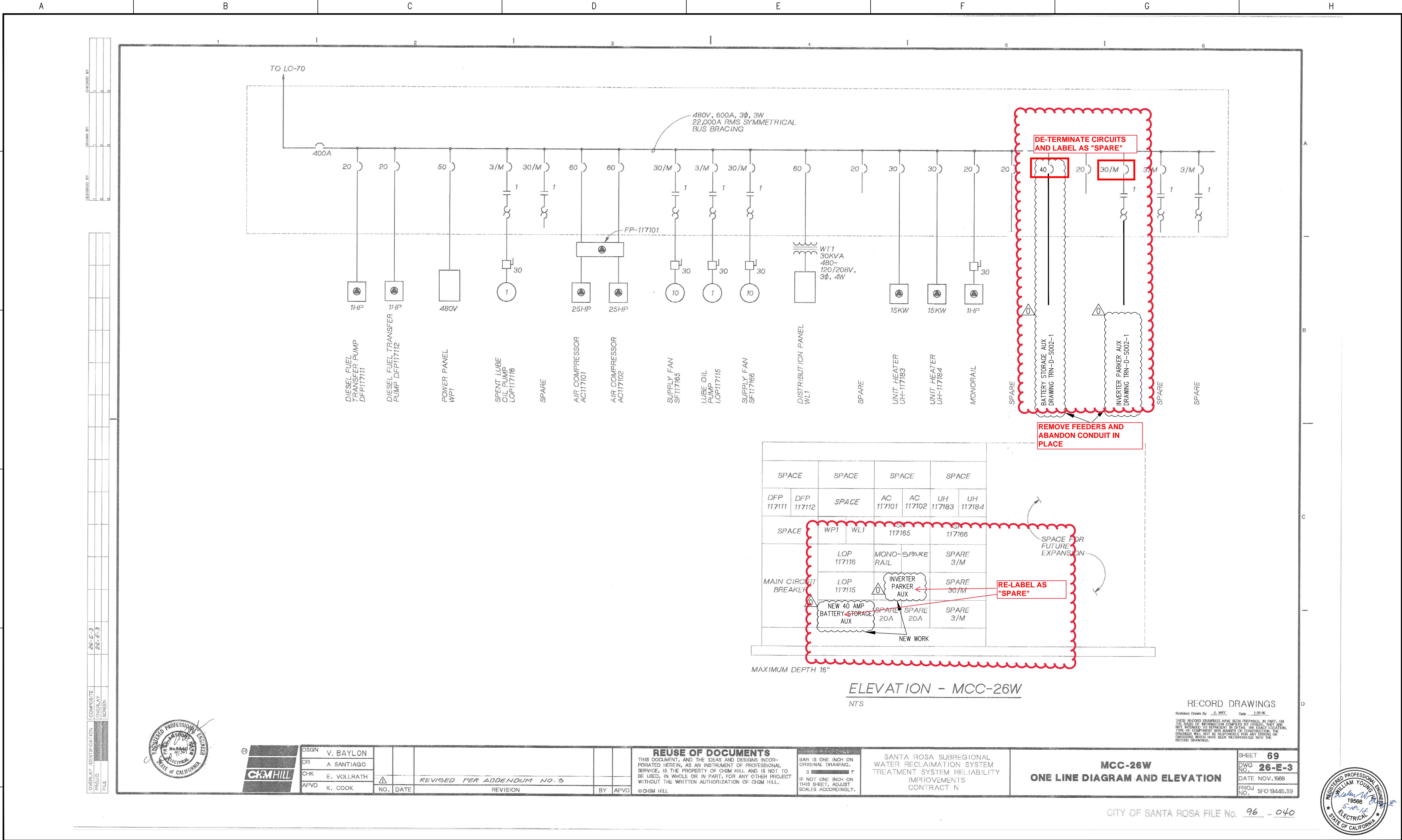
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 ELECTRICAL CONSULTANTS, INC. BILLINGS, MONTANA							TRANE U.S. 4145 DELMAR AVE. ROCKLIN, CA 95677 PH: (916)-577-1100 CSLB: 561796 GRANT #EPC-14-059	<table><tr><th colspan="2">ENGINEERING RECORD</th><th>DATE</th></tr><tr><td>DRAWN</td><td>MM</td><td>12/20/17</td></tr><tr><td>DESIGNED</td><td>EP</td><td>12/20/17</td></tr><tr><td>CHECKED</td><td>TS</td><td>12/20/17</td></tr><tr><td>APPROVED</td><td>WHY</td><td>12/20/17</td></tr><tr><td colspan="2">DWG SCALE: NONE</td><td>PLT SCALE: 1.000:1</td></tr></table>	ENGINEERING RECORD		DATE	DRAWN	MM	12/20/17	DESIGNED	EP	12/20/17	CHECKED	TS	12/20/17	APPROVED	WHY	12/20/17	DWG SCALE: NONE		PLT SCALE: 1.000:1	SANTA ROSA MICROGRID BATTERY STORAGE SYSTEM BSS ONE LINE DIAGRAM TRN-D-S002-1 REVISION NO : 0
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Engineering with Distinction

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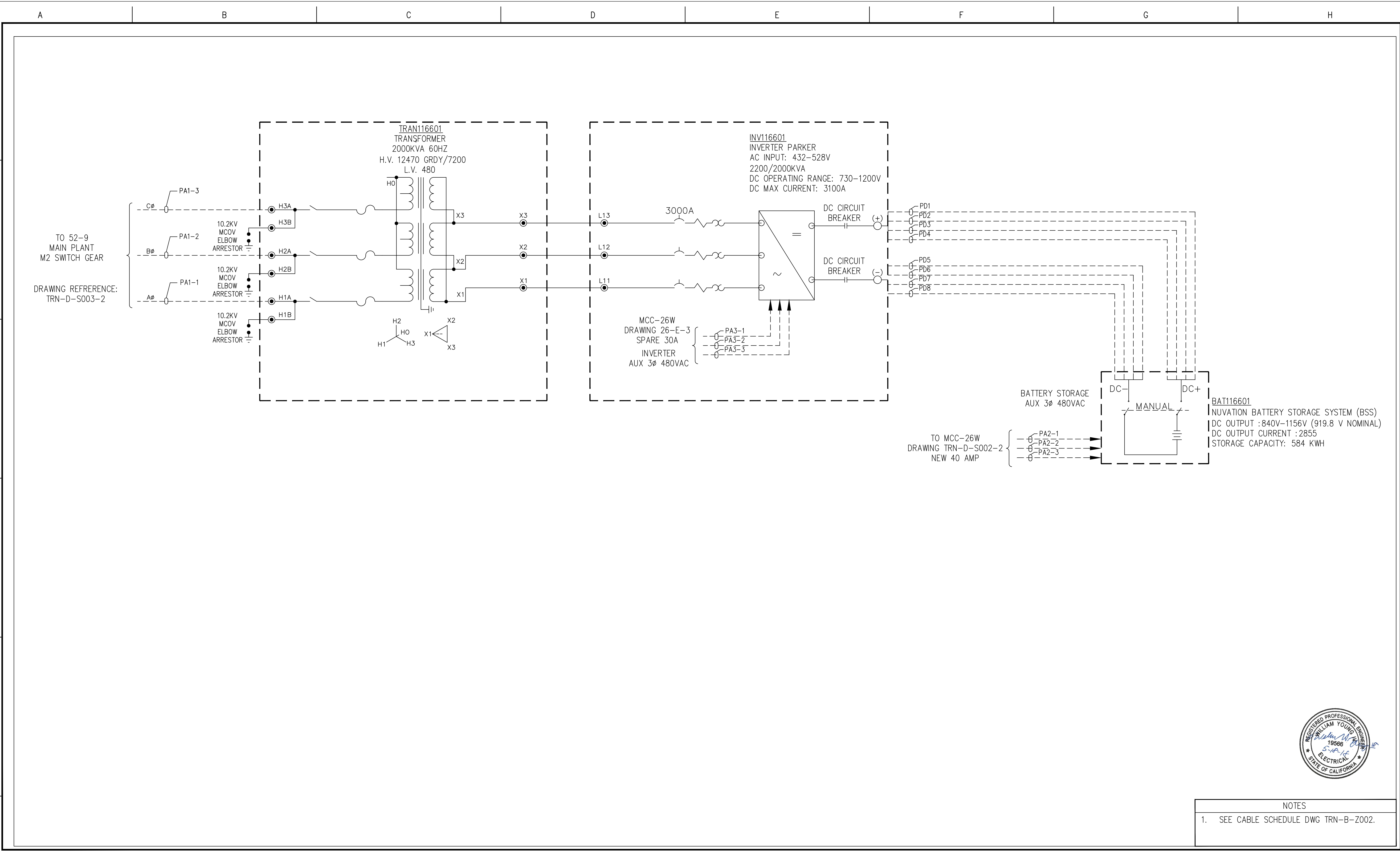
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CSLB: 561796
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ENGINEERING RECORD		DATE
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SANTA ROSA MICROGRID
BATTERY STORAGE SYSTEM
ONE LINE DIAGRAM AND ELEVATION

DWG. NAME: TRN-D-S002-2
REVISION NO: 0



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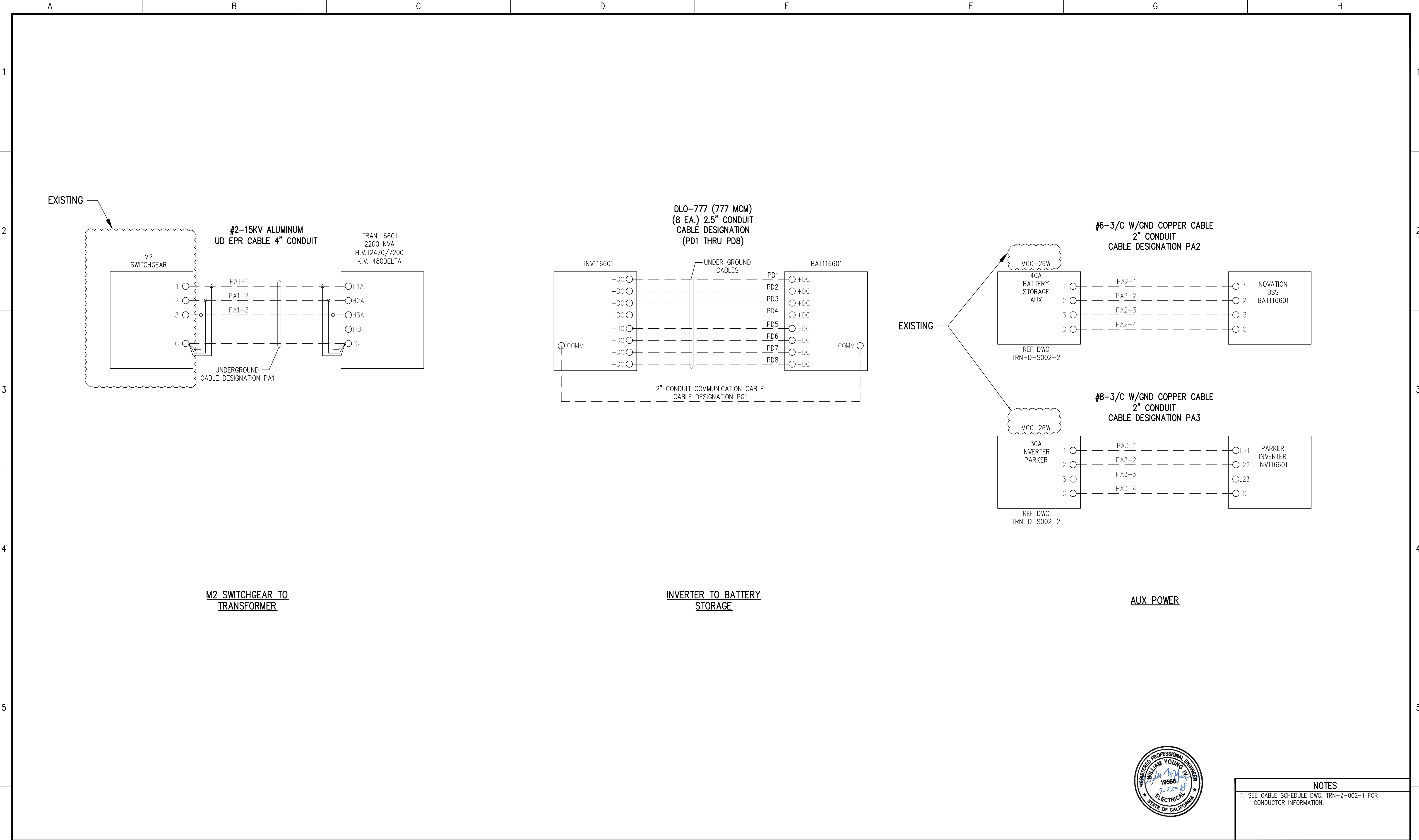
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SANTA ROSA MICROGRID
BATTERY STORAGE SYSTEM
BSS THREE LINE DIAGRAM

DWG. NAME: TRN-D-S003-1

REVISION NO : 0



FILE LOCATION: L:\SANTA ROSA MICROGRID\CADD\WORKING\TRN-D-W002-1.DWG LAST SAVED BY: mmontoya 7/25/2018 1:45 PM PLOTTED BY: Maurice Montoya 7/25/2018 1:46 PM Tab: TRN-D-W002-1

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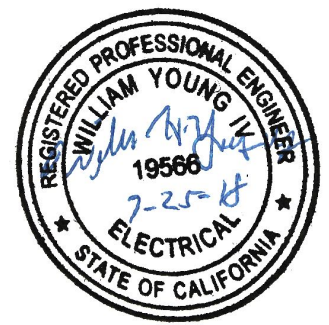
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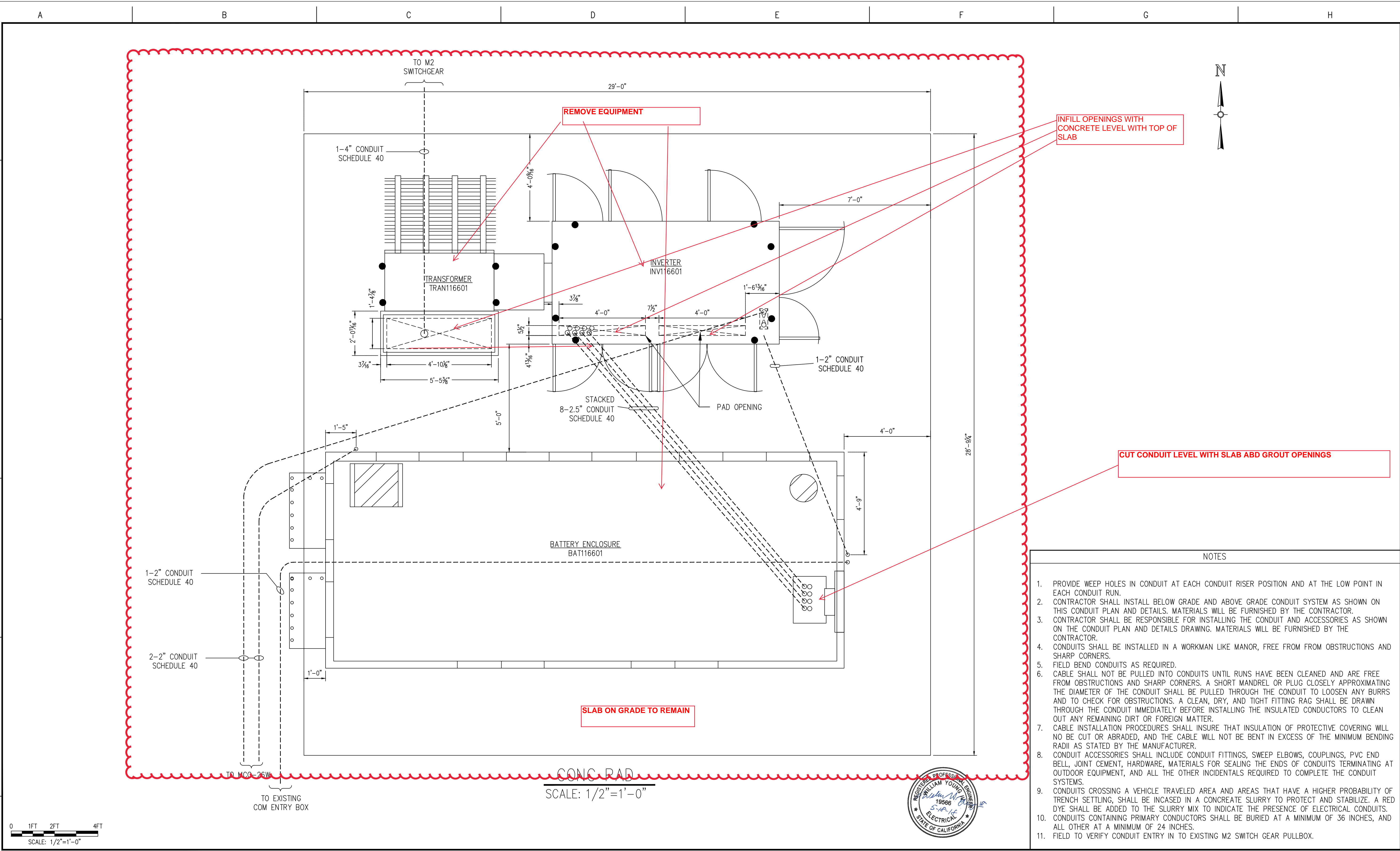
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SANTA ROSA MICROGRID
BATTERY ENERGY STORAGE SYSTEM
WIRING DIAGRAM

DWG. NAME: TRN-D-W002-1 REVISION NO : 1



NOTES
1. SEE CABLE SCHEDULE DWG. TRN-Z-002-1 FOR CONDUCTOR INFORMATION.



FILE LOCATION: L:\SANTA ROSA MICROGRID\CADD\WORKING\TRN-D-P010-1.DWG LAST SAVED BY: mmontoya 4/26/2018 8:52 AM PLOTTED BY: Maurice Montoya 5/2/2018 11:10 AM Tab:TRN-D-P010-1

Engineering with Distinction

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ROCKLIN, CA 95677
PH: (916)-577-1100
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GRANT #EPC-14-059

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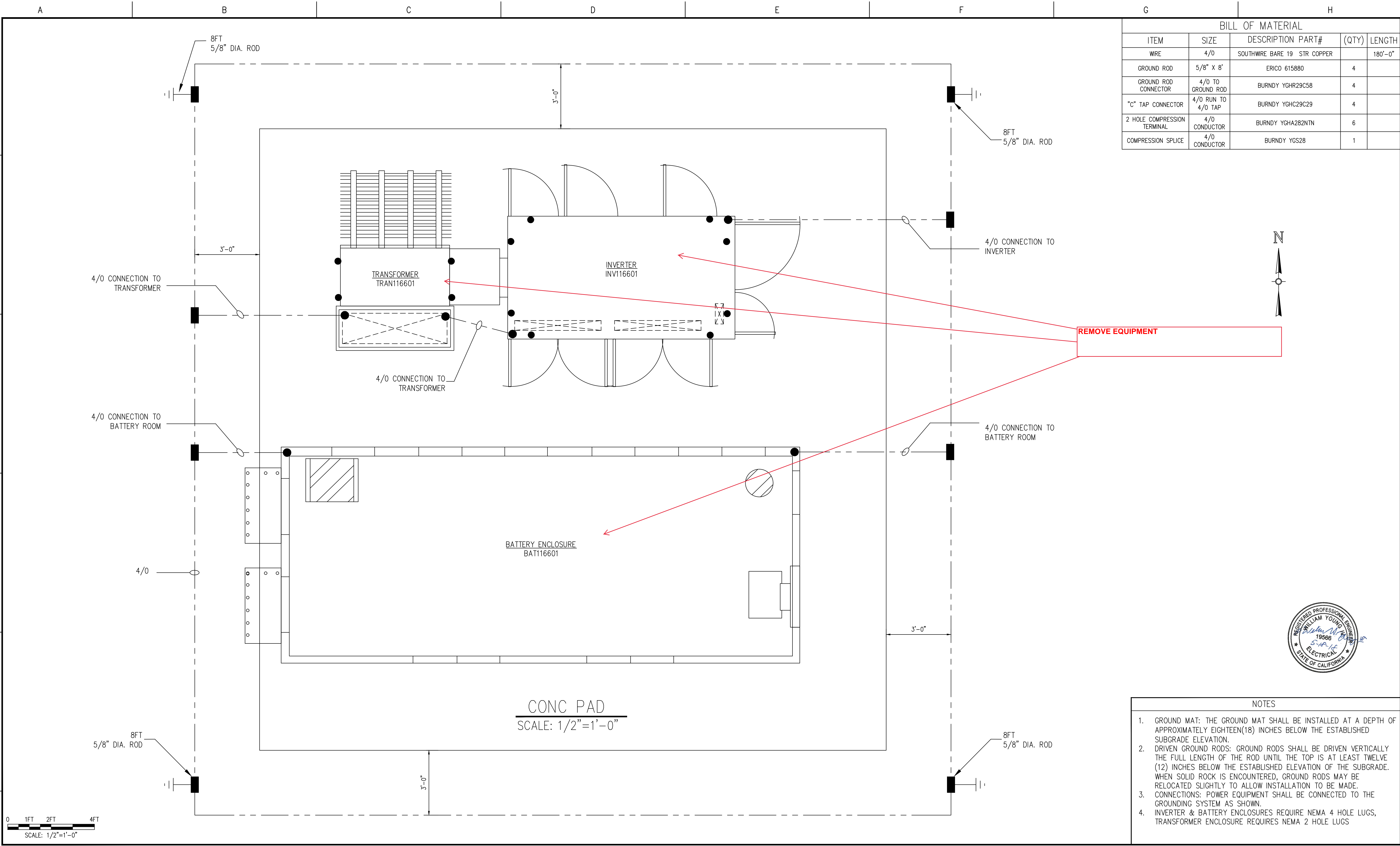
SANTA ROSA MICROGRID

BATTERY STORAGE SYSTEM

CONDUIT PLAN AND DETAILS

DWG. NAME: TRN-D-P010-1

REVISION NO : 0



BILL OF MATERIAL				
ITEM	SIZE	DESCRIPTION PART#	(QTY)	LENGTH
WIRE	4/0	SOUTHWIRE BARE 19 STR COPPER		180'-0"
GROUND ROD	5/8" X 8'	ERICO 615880	4	
GROUND ROD CONNECTOR	4/0 TO GROUND ROD	BURNDY YGHR29C58	4	
"C" TAP CONNECTOR	4/0 RUN TO 4/0 TAP	BURNDY YGHC29C29	4	
2 HOLE COMPRESSION TERMINAL	4/0 CONDUCTOR	BURNDY YGHA282NTN	6	
COMPRESSION SPLICE	4/0 CONDUCTOR	BURNDY YGS28	1	

- NOTES
- GROUND MAT: THE GROUND MAT SHALL BE INSTALLED AT A DEPTH OF APPROXIMATELY EIGHTEEN(18) INCHES BELOW THE ESTABLISHED SUBGRADE ELEVATION.
 - DRIVEN GROUND RODS: GROUND RODS SHALL BE DRIVEN VERTICALLY THE FULL LENGTH OF THE ROD UNTIL THE TOP IS AT LEAST TWELVE (12) INCHES BELOW THE ESTABLISHED ELEVATION OF THE SUBGRADE. WHEN SOLID ROCK IS ENCOUNTERED, GROUND RODS MAY BE RELOCATED SLIGHTLY TO ALLOW INSTALLATION TO BE MADE.
 - CONNECTIONS: POWER EQUIPMENT SHALL BE CONNECTED TO THE GROUNDING SYSTEM AS SHOWN.
 - INVERTER & BATTERY ENCLOSURES REQUIRE NEMA 4 HOLE LUGS, TRANSFORMER ENCLOSURE REQUIRES NEMA 2 HOLE LUGS

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BILLINGS MONTANA

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NO	REVISION	DATE	BY	APR

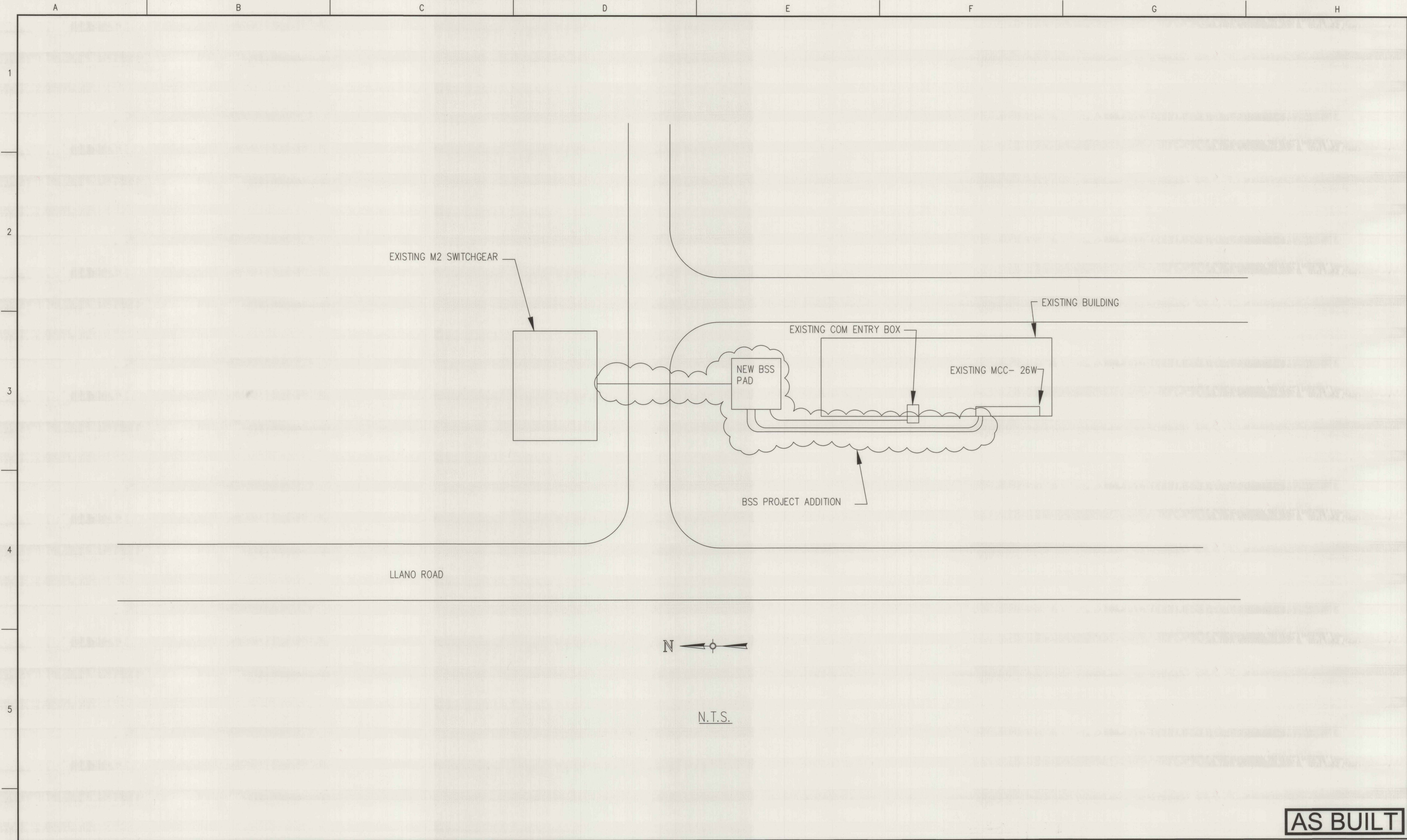


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APPROVED	WHY	12/20/17
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SANTA ROSA MICROGRID
BATTERY STORAGE SYSTEM
GROUNDING PLAN AND DETAILS

DWG. NAME: TRN-D-P012-1 REVISION NO : 0



AS BUILT

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CHECKED	TS	12/20/17
APPROVED	WHY	12/20/17
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**LAGUNA TREATMENT PLANT MICROGRID
BATTERY STORAGE SYSTEM
BSS LAYOUT OVERVIEW**

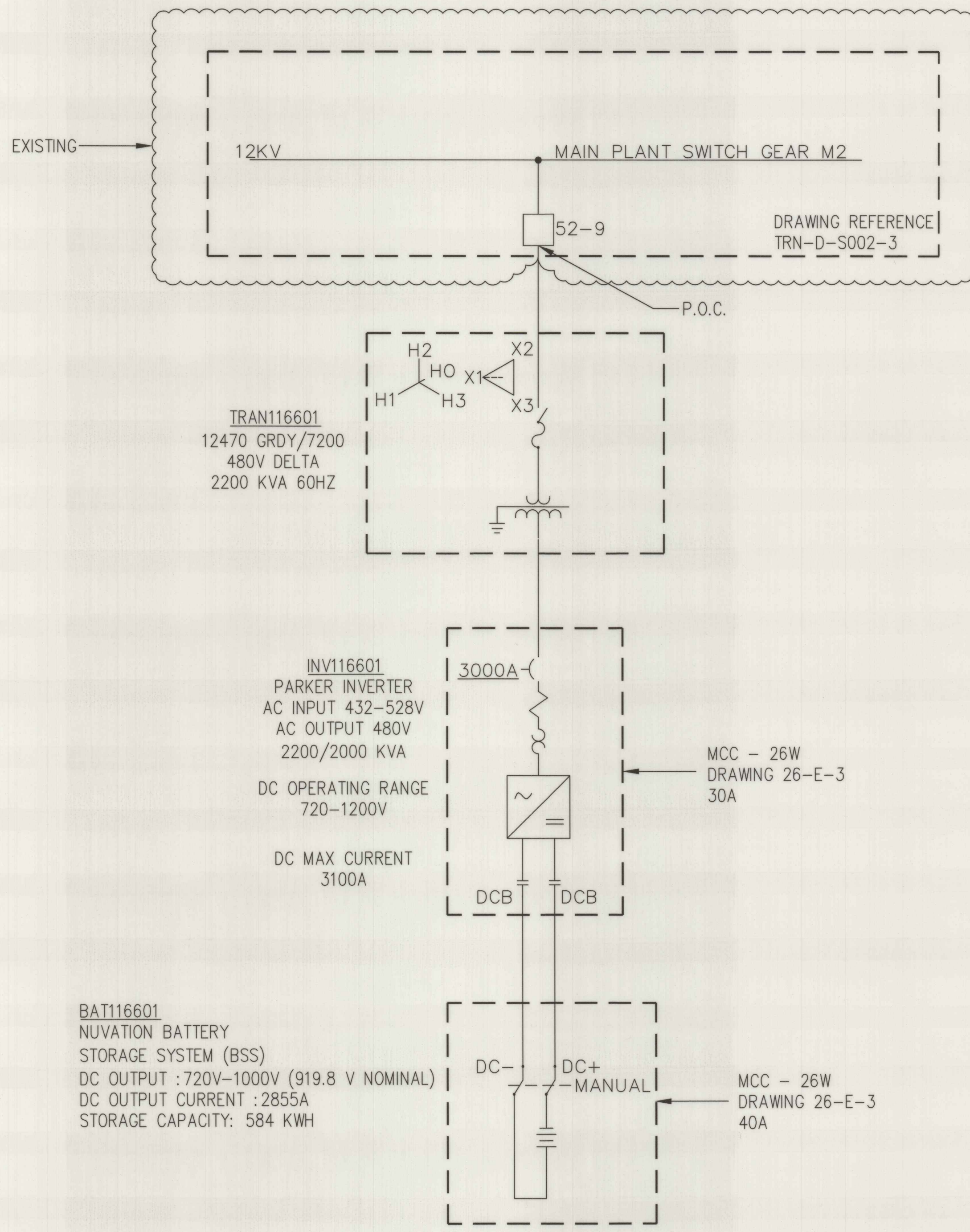
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CONTRACT NO.
C01959

SHEET 2 OF 16

FILE NO.
2019-0018

REVISION NO : 0

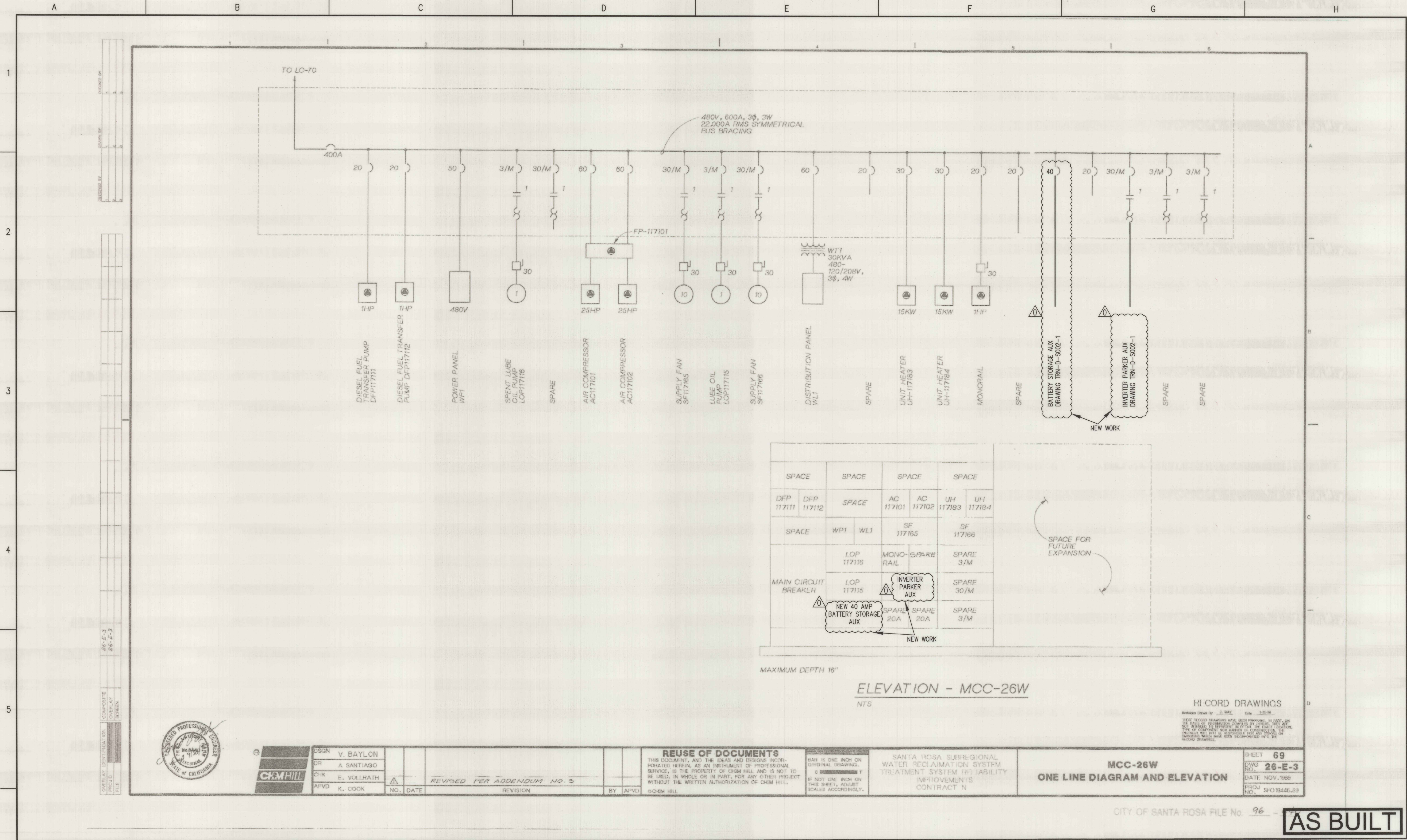


AS BUILT

NOTES	
1.	P.O.C. = POINT OF CONNECTION

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 ECI ELECTRICAL CONSULTANTS, INC. BILLINGS MONTANA							 TRANE	TRANE U.S. 4145 DELMAR AVE. ROCKLIN, CA 95677 PH: (916)-577-1100 CSLB: 561796 GRANT #EPC-14-059	<table><tr><th colspan="2">ENGINEERING RECORD</th><th>DATE</th></tr><tr><td>DRAWN</td><td>MM</td><td>12/20/17</td></tr><tr><td>DESIGNED</td><td>EP</td><td>12/20/17</td></tr><tr><td>CHECKED</td><td>TS</td><td>12/20/17</td></tr><tr><td>APPROVED</td><td>WHY</td><td>12/20/17</td></tr><tr><td colspan="2">DWG SCALE: NONE</td><td>PLT SCALE: 1.000:1</td></tr></table>	ENGINEERING RECORD		DATE	DRAWN	MM	12/20/17	DESIGNED	EP	12/20/17	CHECKED	TS	12/20/17	APPROVED	WHY	12/20/17	DWG SCALE: NONE		PLT SCALE: 1.000:1	<table><tr><th colspan="2">LAGUNA TREATMENT PLANT MICROGRID</th></tr><tr><td colspan="2">BATTERY STORAGE SYSTEM</td></tr><tr><td colspan="2">BSS ONE LINE DIAGRAM</td></tr><tr><td colspan="2">DWG. NAME: TRN-D-S002-1</td></tr></table>	LAGUNA TREATMENT PLANT MICROGRID		BATTERY STORAGE SYSTEM		BSS ONE LINE DIAGRAM		DWG. NAME: TRN-D-S002-1		<table><tr><td>CONTRACT NO. C01959</td></tr><tr><td>SHEET 4 OF 16</td></tr><tr><td>FILE NO. 2019-0018</td></tr><tr><td>REVISION NO : 0</td></tr></table>	CONTRACT NO. C01959	SHEET 4 OF 16	FILE NO. 2019-0018	REVISION NO : 0
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**CITY OF SANTA ROSA
SYSTEM OUTAGE REQUEST**

SOR No. _____

Date:

To: Construction Manager

Requested By:

Name:

1. A shutdown is requested on the following (attach an 8-1/2" x 11" highlighted / color -coded plan(s) and or section(s) as appropriate): System / Equipment / Roadway

2. Proposed date of shutdown:

3. Estimated duration: Hrs. _____ Beginning at _____ A.M. P.M.

4. Reason for shutdown:

5. Operations staff assistance required: Yes / No
Maintenance staff assistance required: Yes / No
Describe:

6. Method of Approach / Sequence of Events:

7. Equipment to be used during shutdown:

8. Contingency Plan:

CITY OF SANTA ROSA

SYSTEM OUTAGE REQUEST - RESPONSE

SOR No. _____

Item: _____

Construction Manager Comments:

Construction Manager Signature: _____ Date: _____

Date Transmitted to Plant Operations / Maintenance: _____

Plant Operations / Maintenance Comments:

Plant Operations: _____ Date: _____

Plant Maintenance: _____ Date: _____

Date Transmitted to Construction Manager: _____

SOR Acceptable with Comments Noted: _____

SOR Not Acceptable/Resubmit: _____

Date Construction Manager Transmits to Contractor: _____

EXHIBIT A-1

TAG AND LOCKOUT PROCEDURE

PURPOSE

This procedure establishes the minimum requirements for lockout of energy sources that could cause injury to personnel. All employees shall comply with the procedure.

All equipment shall be locked out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy isolating device bearing a lock.

RESPONSIBILITY

The responsibility for seeing that this procedure is followed is binding upon all employees. All employees shall be instructed in the safety significance of the lockout procedure by their immediate supervisor. Each new or transferred affected employee shall be instructed by their immediate supervisor in the purpose and use of the lockout procedure.

Each employee will be given individually assigned locks with two keys each upon starting in a position that may require locking out equipment. The employee's direct supervisor has access to the only extra key to each individually assigned lock.

PROCEDURE

Employees authorized to perform lockout shall be certain as to which switch, valve, or other energy isolating devices apply to the equipment being locked out. More than one energy source (electrical, mechanical, or others) may be involved. Any questionable identification of sources shall be cleared by the employees with their supervisor. Instructions for shutting off equipment may be available in Hansen. Before lockout commences, job authorization should be obtained.

SEQUENCE OF LOCKOUT PROCEDURE

- \$ Notify all affected employees that a lockout is required and the reason for the lockout.
- \$ If the equipment is operating shut it down by the normal stopping procedure (such as: depress stop button, open toggle switch).

- \$ Operate the switch, valve, or other energy isolating devices so that the energy source(s) (electrical, mechanical, hydraulic, other) is disconnected or isolated from the equipment.
- \$ Stored energy, such as that in capacitors, springs, elevated machine members, rotating flywheels, hydraulic systems, and air, gas, steam or water pressure, must also be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down.
- \$ Lockout energy isolating devices with an assigned individual lock.
- \$ After insuring that no personnel are exposed and as a check on having disconnected the energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate. CAUTION: Return operating controls to the original position after the test.
- \$ The equipment is now locked out.

TAGS

Accident prevention tags shall be placed with all lockout devices. **DO NOT USE TAGS ALONE.** Use tags in addition to locks.

Tags must state the:

- \$ The full name of the employee who is working on the equipment (so that person may be reached if necessary)
- \$ The date the tag was put in place.

Tagout devices and the means of attachment shall be capable of enduring at least 50 pounds of pull, and non-reusable type, such as a nylon zip tie.

BLOCKS

Suitable blocks are another important safety device for making a piece of equipment safe to be repaired or serviced. Blocks must be placed under raised dies, lifts, or any equipment that might inadvertently move by sliding, falling or rolling.

Blocks, special brackets, or special stands such as

those commonly used under raised vehicles, must be available and always used. Another form of blocking is the placement of a blind. A blind is a disk of metal placed in a pipe to ensure that no air, steam, or other substance will pass through that point if the system is activated.

Before installing blinds or blocks, bleed down steam, air, or hydraulic lines to get rid of any pressure. Coiled springs, spring loaded devices, or suspended loads must also be released so that their stored energy will not result in inadvertent movement.

RESTORING EQUIPMENT TO SERVICE

After the work is completed and the equipment is ready to be returned to normal operation, this procedure must be followed:

1. Clear away tools and materials from equipment.
2. See that all equipment components are operationally intact, including guards and safety devices.
3. Repair or replace defective guards before removing lockouts.
4. Make a visual check before restoring energy to ensure that everyone is physically clear of the equipment.
5. When equipment is clear, remove all locks. The energy isolating devices may be operated to restore energy to equipment.

TESTING EQUIPMENT DURING LOCKOUT

In many maintenance and repair operations, machinery may need to be energized for testing before additional maintenance can be performed.

If equipment testing during a lockout is required, this procedure must be followed:

1. Clear all Personnel to safety.
2. Clear away tools and materials from equipment.
3. Remove lockout devices and re-energize systems, following the established safe procedure.
4. Proceed with tryout or test.
5. Neutralize all energy sources once again, purge all systems, and lockout prior to continuing work.

Equipment design and performance limitations may dictate that effective alternative worker protection be

provided when the established lockout procedure is not feasible.

If machinery must be capable of movement in order to perform a maintenance task, such as a cleaning operation, workers can use extension tools, extended swabs, brushes, or scrapers to protect themselves from injury.

GROUP LOCK OUTS

One designated individual of a work crew or a supervisor, with the knowledge of the crew, may lock out equipment for the whole crew. In such cases, it may be the responsibility of the individual to carry out all steps of the lockout procedure and inform the crew when it is safe to work on the equipment.

The individual in charge of the lock out can apply their set of locks to all applicable locations, and be sole controller of the key to these. They may also collect others individually assigned locks to apply to a group lock box, in order to track when each employee is starting or finished with their portion of the work.

The designated individual in charge shall not remove their locks until it has been verified that all individuals are clear (or have removed their locks from the group lock box to indicate this.)

REMOVING LOCKS

In the event that an employee has left the premises or is otherwise unavailable, a supervisor may remove the locking devices and tags after following this procedure:

1. Contact the employee(s) that has equipment locked out to find out the status of the equipment when possible.
2. Clear all personnel to safety.
3. Clear away any tools and material from equipment.
4. When necessary, follow the appropriate guidelines listed above to re-lockout equipment when task is completed .

EXHIBIT B **Project Schedule**

Santa Rosa WWTP

BES Demo Schedule

TRANE

ID	Task Name	Duration	Start	Finish	Predecessors	% Complete	January
0	SRWWTP BSS Demo	6 days?	TBD	TBD		0%	<div><div></div><div></div></div>
1		6 days?				0%	<div><div></div><div></div></div>
2	BSS Removal					0%	<div><div></div><div></div></div>
3	De-Energize M2 & De-Terminate Wiring at 52-9 and Remove Feeders	1 day				0%	<div><div></div><div></div></div>
4	De-Terminate Wiring at MCC 26W (40A Battery Storage & 30A Inverter) and Remove Feeders	1 day				0%	<div><div></div><div></div></div>
5	Remove Feeders between BSS, Inverter and Transformer	1 day			4	0%	<div><div></div><div></div></div>
6	Remove Anchors at BSS, Inverter and Transformer Make Ready for Transportation	1 day			5	0%	<div><div></div><div></div></div>
7	Crane Equipment for Transportation Off Site	1 day			6	0%	<div><div></div><div></div></div>
8	Cut and Grout Conduits on Slab. Infill Blockouts w/CMU	1 day			7	0%	<div><div></div><div></div></div>
9	As Built Drawings	1 day				0%	<div><div></div><div></div></div>

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Progress

Deadline

Mon 11/14/22

Project: SRWWTP BSS Demo

Date: Mon 11/14/22

Working Days

4145 Del Mar Ave

Rocklin, CA 95677

916 577-1133