

AMENDMENT NO. 1

DESIGN-BUILD ENERGY SERVICES CONTRACT FOR WASTEWATER TREATMENT AND ENERGY RELATED CAPITAL IMPROVEMENTS PROJECT

This Amendment No. 1 to the Design-Build Energy Services Contract (the “Contract”) is made effective as of August 10, 2026 ("Amendment 1 Effective Date") by and between the **City of Sutter Creek**, a California municipal corporation (hereinafter referred to as "City") and **Schneider Electric Buildings Americas, Inc.**, with its principal place of business at 1660 Scenic Avenue, Costa Mesa, CA 92626 (hereinafter referred to as “ESCO”) for the purpose of designing and constructing wastewater treatment and energy related capital improvements (the “Project”). City and ESCO are sometimes individually referred to as "Party" and collectively as "Parties". The Contract, as amended by this Amendment, shall be referred to herein as the “***Amended Contract***”, and any capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Contract.

RECITALS

A. The Parties previously entered into the Contract on October 1, 2025. Per the terms of the Contract, ESCO is to prepare and submit a Price Proposal for construction of the Project.

B. Prior to submission of the Price Proposal for the Project, City has requested and ESCO has provided a proposal to procure and install certain equipment per the scope, schedule and price as set forth in Schedule A (Scope of Work), Schedule B (Project Implementation Schedule), and Schedule C (Project Financials).

C. City Council held a public hearing on August 3, 2026, and determined that all requirements of California Government Code section 4217.10 *et seq.* are met.

D. City has accepted the proposal submitted by ESCO for the performance of (BATTERY ENERGY STORAGE SYSTEM FOR WASTEWATER TREATMENT PLANT) and determined that ESCO has the technical and management capabilities and experience to implement said proposal.

Now, in consideration of the foregoing and of their respective rights and obligations pursuant to the amended Contract, the Parties hereby agree as follows:

I. AMENDMENT TERMS

The following provisions shall modify, supplement, and become part of the Contract, as applicable:

Section 1. Amended Contract. This Amendment No. 1 and all of the Schedules attached hereto are hereby made part of the Contract as if set forth in full therein. In the event of any conflict between the provisions of the Contract and the provisions of this Amendment No. 1, the provisions of this Amendment No. 1 shall prevail.

Section 2. Scope of Work. The Scope of Work to be performed by ESCO in connection with this Amendment No. 1 is set forth on Schedule A, attached hereto and incorporated in the Contract by this reference.

Section 3. Schedule. The schedule for performance of this Amendment No. 1 is set forth in Schedule B which is attached hereto and incorporated in the Contract by this reference. The parties agree that liquidated damages set forth in Section 3.c. of the Contract shall not apply to the Work set forth in Schedule A.

Section 4. Project Price. The Contract Price for this Amendment No. 1 is set forth in Schedule C, which is attached hereto and incorporated in the Contract by this reference.

Section 5. Notice to Proceed. The execution of this Amendment No. 1 serves as City's Notice to Proceed with the Work set forth in Schedule A.

Section 6. No Performance Guarantee. Notwithstanding anything to the contrary, ESCO is not providing any energy or efficiency savings guarantees in connection with the Project or the Contract.

II. GENERAL PROVISIONS

The following provisions shall govern the interpretation and enforcement of this Amendment:

1. **No Other Modifications.** The provisions of Article I of this Amendment shall be construed as the sole extent of the modifications being made to the Contract pursuant to this Amendment. Except as hereby modified, the Amended Contract shall continue in full force and effect in accordance with its provisions.
2. **Governing Law.** This Amendment shall be governed by and interpreted in accordance with California law, regardless of any conflicts-of-law provisions applicable in California or any other jurisdiction.
3. **Severability.** If any provision of this Amendment is determined to be invalid, illegal, or unenforceable as written, such provision shall be construed consistent with and to the fullest extent permitted under applicable law, and any such determination shall not affect or impair the validity, legality and enforceability of the remaining provisions.
4. **Entire Contract.** The Amended Contract constitutes the entire understanding and agreement between the Parties pertaining to the performance by ESCO of the services required by the Amended Contract.
5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Amendment having original signatures of both Parties.
6. **Due Authority of Signatories.** Each person signing this Amendment represents and warrants that he or she has been duly authorized by appropriate action of the Party he or she represents to execute, and thereby bind such Party to, this Amendment.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 as of the Date first above written and hereby execute this Amendment No. 1 to the Design-Build

Energy Services Contract.

Schneider Electric Buildings Americas, Inc.

City of Sutter Creek, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE A SCOPE OF WORK

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

Scope of Work Description

Battery Energy Storage System (BESS) Installations

Design/Builder shall design, engineer, obtain required AHJ permits where required, procure required devices and materials, construct, start-up, and commission a public utility interconnected Battery Energy Storage System (BESS) as defined below:

Project Site

City of Sutter Creek Wastewater Treatment Plant
330 Mahoney Mill Rd, Sutter Creek, CA 95685

BESS Size 533 KWh/250kW

Design Basis

- Final electrical design of the BESS system and associated infrastructure will be completed prior to installation. See Conceptual Site Plan below noting location of proposed BESS system. Final configuration to be shown on 100% design drawings.
- BESS basis of design is Guardian E101-KA0614 or equal.
- Iris Energy Management System is the basis of design or equal.
- Iris Energy Management System, relying on Customer- cellular connection.
- BESS connection will be a line side tap on the existing MSB.
- 6' tall chain link fencing to be provided on four sides of BESS with one personnel access gate.
- Installation of BESS in locations designated on Schedule D
- Installation of BESS and associated wiring connected to existing MSB.
- Select conduits for future solar are being installed in the same trench as BESS under the BESS scope to avoid future costs.

Allowance Item 1

- An allowance has been made for rock drillings based on previous experience in the area.
- The extent of rock will be identified in the upcoming Geotech Report and will be used to help locate conduits and BESS foundations in the final design.
- The Allowance Value is noted in Schedule C.
- The Allowance Value will need to be authorized prior to the start of construction.

Clarifications

- ESCO is responsible for completing the Interconnect Application Agreements and submitting on behalf of the Customer. Customer shall be required to sign interconnect agreement in conjunction with PG&E.
- Customer shall provide access to PG&E portal and allow Schneider to be an authorized user.
- Customer is responsible for all PG&E fees and costs associated with installation of BESS. PG&E costs will not be known until final approval of Interconnect Agreement.
- Final BESS, and energy management system are subject to change based on final design and at the discretion of the Contractor.

- The connection of the BESS to the existing panel will be a line side tap.
- Due to construction phasing, while BESS maybe installed, system will not be operable until all long lead Electrical equipment arrives and can be installed as well as permission to operate (PTO) by Utility. Partial shutdown will be required and will be coordinated with Customer.
- Solar storage for 15 months thru December 2027 is included.
- Approvals to be obtained from Authority Having Jurisdiction (AHJ).
- ESCO to pay all fees associated with AHJ permitting.
- Customer is responsible for any cost associated with the inspector of record and the lab of record. Inspector of Record to provide written letter approving the BESS installation.
- PG&E requires approval letter or building permit to provide Permission to Operate (PTO).
- ESCO receiving payment for mobilization and completed work is not contingent on loan, bond, or grant funding.
- Scope is based on first shift, normal working hours, Monday through Friday, 7 am to 5 pm, non-Federal Holidays. Some after-hours work may be required to accomplish the Scope of Work. This proposal assumes Customer will grant Design/Builder access to the facilities after hours if needed.
- On-site staging areas will be made available by Customer for storage of equipment and materials in generally close area to project.
- Customer shall provide ESCO complete access to the site for installation activities and support of those activities with relocation of vehicles as required while providing suitable laydown area to support installation as shown on conceptual plans.
- The Customer is responsible to notify Design/Builder of any projects that may impact the project schedule or require coordination. Design Builder currently has not accounted for coordination with other Customer projects or contractors. Design/Builder is not responsible for delays caused by other projects occurring within the designated project areas.
- Customer shall be responsible for any and all future landscaping maintenance specific to weed mitigation or trimming of foliage around the solar array following the installation of the project.
- Customer understands the electrical interconnection will result in a power shutdown that will affect certain process. ESCO and Customer will coordinate with shutdown durations expecting to be in 3-hour increments.
- ESCO makes no representation, warranty, or guarantee that the Project or the performance thereof will entitle the City to receive any Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Project Price, unless stated otherwise herein, or the payment timeline associated with payment of the Project Price. Any and all rebate or incentive deposits paid by ESCO will be immediately returned to ESCO when received by City.
- “Incentive Funds” means tax credits, energy efficiency rebates, incentives including the Self Generation Incentive Program (SGIP), and/or loan programs for which City may apply or otherwise be eligible in connection with the Project.
- City shall enter into a separate service contract with an approved Performance Data Provider for the duration of the Service Period. The Service Period is defined as the date installation is completed continuing for 10 years. Expected dates for this Service Period are July 1, 2028 through June 30, 2038. Service on the battery system and control system shall include preventative maintenance, diagnosis of problems, on-site repair of any issues associated with the systems, and customer support. It shall also include monitoring of battery health to ensure lasting performance over the Service Period. The cost of this service is not included in the Project Price.

General Exclusions for all work

- Changes to BESS locations initiated by Customer are excluded.
- Upgrades to Utility company infrastructure or mitigation work discovered by the utility company during the interconnection review process is excluded.
- Expansion of Customer’s data network or coverage to serve monitoring system is excluded.

- Design changes and or relocation of underground utility lines including but not limited to electrical, gas, water, sewer, irrigation, fiber optic, television, etc. is excluded. Hard rock drilling, underground obstructions, caving soils, casing, and water mitigation are excluded.
- Lightning protection systems are excluded.
- Temporary power and lighting during scheduled utility shutdown is excluded.
- Fire alarm, fire sprinkler, CCTV, security, and communication work beyond data monitoring is excluded.
- Additional labor cost resulting from the restriction of allowable work hours or days is excluded.
- Night/Holiday/Overtime work not performed at Design/Builder's discretion is excluded.
- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered are excluded.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work is excluded.
- This project assumes all existing systems are currently code complaint. Bringing non-compliant systems up to current codes is excluded.
- Ground contamination and/or hazardous materials handling, testing, and/or removal are excluded.
- Supplying, installing, and maintaining a storm water pollution prevention plan (SWPPP) is excluded.
- Asbestos or hazardous material abatement of any kind of any kind is excluded.
- Any new tariffs enacted after the date of the Construction Amendment Effective Date and any increases in existing tariffs enacted after the date of the Construction Amendment Effective Date are excluded.
- Painting or any other "decorative work" on the BESS are excluded.
- Repairs or upgrades to the property which are otherwise required or discovered during the project are excluded. This can include existing electrical equipment and structural improvements.
- Any reporting that must be completed to government entities is excluded.
- Unforeseen underground conditions are excluded.
- Suitable soil conditions are assumed at installation sites. Any added work due to differing soil conditions, seismic issues, liquefaction issues, land-use issues, or environmental concerns is excluded.
- Easements that affect proposed UG/AG conduit/equipment installation are excluded.
- Site will be returned to previous condition other than repaving where trenching takes place. New paving, new landscaping and/or irrigation work not defined is excluded.

PROJECT CONCEPTUAL SITE PLAN



Solar is not part of this contract and is shown for reference.

SCHEDULE B

PROJECT IMPLEMENTATION SCHEDULE

The schedule below is a preliminary construction schedule which reflects the estimated durations for design, equipment procurement lead times and the necessary construction activities which represent the tasks needed for planning, coordination, and construction of the BESS. While ESCO will strive to finish construction in advance of this schedule, actual implementation durations will be based on coordination with City of Sutter Creek and manufacturing lead-times. The Project Schedule updates will be periodically provided throughout the construction phase and shall always reflect the ESCO best estimates. ESCO's Project Schedule will be a CPM progress schedule utilizing Microsoft Project software and will not be cost-loaded.

Task Name	% Complete	Duration	Start	Finish
City of Sutter Creek Construction Schedule	0%	648 days	Tue 11/4/25	Thu 5/11/28
BESS Design Development	0%	648 days	Tue 11/4/25	Thu 5/11/28
Conceptual Development Activities	1%	197 days	Tue 11/4/25	Wed 8/12/26
Contract Amendment	0%	451 days	Thu 8/13/26	Thu 5/11/28
Contract Amendment Approval	0%	7 days	Thu 8/13/26	Fri 8/21/26
Public Agency to Issue NTP to Complete Design and Procurement of Equipment	0%	7 days	Mon 8/24/26	Tue 9/1/26
NTP Received	0%	2 days	Wed 9/2/26	Thu 9/3/26
PGE Applications	0%	61 days	Fri 9/4/26	Wed 12/2/26
BESS Interconnect Application	0%	61 days	Fri 9/4/26	Wed 12/2/26
BESS Design	0%	91 days	Fri 9/4/26	Fri 1/15/27
Permitting	0%	40 days	Mon 1/18/27	Fri 3/12/27
Procure Equipment	0%	254 days	Tue 12/29/26	Fri 12/17/27
Construction	0%	149 days	Mon 10/18/27	Thu 5/11/28
Mobilize	0%	15 days	Mon 10/18/27	Fri 11/5/27
BESS	0%	119 days	Mon 11/8/27	Thu 4/20/28
Site Closeout	0%	57 days	Tue 2/22/28	Thu 5/11/28

SCHEDULE C
PROJECT FINANCIALS

PROJECT PRICE

The Contract Price shall be \$2,106,951 which is inclusive of all BESS design fees and Allowance Items. The Contract Price excludes all IGA fees except for the \$44,278 IGA Phase 1 fee associated with the Non-Wastewater Treatment Facility - IGA Scope Of Work.

Schedule of Values	
Scope of Work	\$
IGA Phase 1 Fee – Non-wastewater Scope	\$44,278
BESS Design	\$105,523
BESS Equipment	\$838,828
BESS Installation	\$455,511
BESS Startup & Commissioning	\$14,163
Project Development/Management & General Conditions	\$411,186
Solar Storage thru Dec 2027	\$16,759
Allowance Item 1 – Rock Drilling	\$220,703
Contract Price	\$2,106,951

ALLOWANCE ITEMS AND ALLOWANCE VALUES

Any and all Allowance Items are set forth in Schedule A (Scope of Work) and their corresponding Allowance Values are as noted in the Schedule of Values table above.

No work shall be performed on any Allowance Item without ESCO first obtaining in writing advance authorization to proceed from City. For the avoidance of doubt, Allowance Item authorization can be issued by the City's project manager and does not require City's council approval beyond the original City council approval for the Project. City agrees that if ESCO is not provided written authorization to proceed by the date set forth in Schedule A (Scope of Work), due to no fault of ESCO, ESCO may be entitled to an adjustment of the Project Completion Date and Construction Price.

The Allowance Values include the direct cost of labor, materials, equipment, transportation, design fees, ESCO's overall project management, general conditions costs, overhead, profit, taxes, bonds and insurance associated with the applicable Allowance Item.

Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order in accordance with General Conditions Article 10 of the Contract.