

San Francisco Public Utilities Commission FINANCIAL SERVICES 525 Golden Gate Ave San Francisco, CA 94102



SFPUC Rates Policy

The San Francisco Public Utilities Commission (SFPUC) is an enterprise department of the City and County of San Francisco. Our department receives no support from the San Francisco General Fund. Our cost of providing utility service is covered by ratepaying customers through:

- service based rates:
- fees and charges; and
- non-operating revenues (i.e. land leases)

Rates are set by the SFPUC Commission (Commission) pursuant to the authority and provisions set forth by the San Francisco Charter (Section 8B.125) and the Water Supply Agreement with our wholesale water customers.

All budgets, rates, fees, and charges presented by SFPUC staff to the Commission will conform to the SFPUC Rates Policy. Any deviations from this policy will be reported to the Commission along with their impact to ratepayers and departmental operations.

The four key principles of the SFPUC Rates Policy are:

- 1. Affordability
- 2. Compliance
- 3. Sufficiency
- 4. Transparency
- **1. Affordability** In order to keep rates affordable to the SFPUC's retail and wholesale customers:
 - Rates will be set such that retail and wholesale customers pay for benefits and services that they receive;
 - Budgets will provide for fund balance reserves to mitigate cost and revenue uncertainties and stabilize rates to minimize large rate changes;
 - Rate setting will include comparative information of neighboring and other California utilities;
 - Capital and program decision making will be based on both annual and total lifecycle costs;
 - Rate setting will include consideration of affordability for low-income customers.
- **2. Compliance** Rate-funded budgets will comply with:
 - All applicable State and Federal laws;
 - San Francisco Charter, ordinances, resolutions and other policy directives:
 - Regulations and permits;
 - Contract commitments;
 - · Bond covenants; and



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- Other laws as well as Commission policies and objectives including, but not limited to:
 - Budget Law and Policies
 - Debt Law and Policies
 - Ratepayer Accountability
 - Community Benefits Policy
 - Environmental Justice Policy
 - Sustainability and Resource Conservation
 - Land Use Policy
 - Local Hire Ordinance
 - Electric Resource Plan
 - Technology Adoption & Implementation Best Practices
 - Asset Management Best Practices
- **3. Sufficiency** Rates will be sufficient to recover the full cost of providing the SFPUC's essential utility services and mission, including:
 - Adopted levels of service for Water, Power and Sewer;
 - Adopted and best practice levels of service for asset Repair and Replacement to ensure the maintenance of assets in a state of good repair;
 - All anticipated operating and capital costs, including personnel costs changes and other operating cost inflation; and
 - Funding to carry out adopted Commission policies, including prudent reserves sufficient to mitigate unplanned rate changes, revenue uncertainty and operating contingencies for the duration of the rate adoption period.
- **4. Transparency** Rate making will be transparent and include:
 - Open and timely public meetings and review of rate setting alternatives and timing;
 - Public information designed to provide clear explanation of rate changes and trends, including average bill impact illustrations;
 - A description of both operating and capital costs to ensure that ratepayers know the component costs of their utility service and related programs;
 - Rate-setting Oversight, including communications with the:
 - Customers, Retail and Wholesale,
 - Citizens' Advisory Committee,
 - Rate Fairness Board,
 - Revenue Bond Oversight Committee,
 - San Francisco Public Utilities Commission,
 - Board of Supervisors,
 - Mayor's Office.

FAR 52.212-4 Contract Terms and Conditions – Commercial Items (May 2014)

- (a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --
 - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes*. This contract is subject to 41 U.S.C. Chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such

occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (g) Invoice.
 - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
 - (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
 - (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
 - (B) Affected contract number and delivery order number, if applicable;
 - (C) Affected contract line item or sub-line item, if applicable; and
 - (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—
 - (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
 - (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
 - (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
 - (A) The date fixed under this contract.
 - (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
 - (A) The date on which the designated office receives payment from the Contractor:

- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

- (o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.
- (s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
 - (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) System for Award Management (SAM).
 - (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from

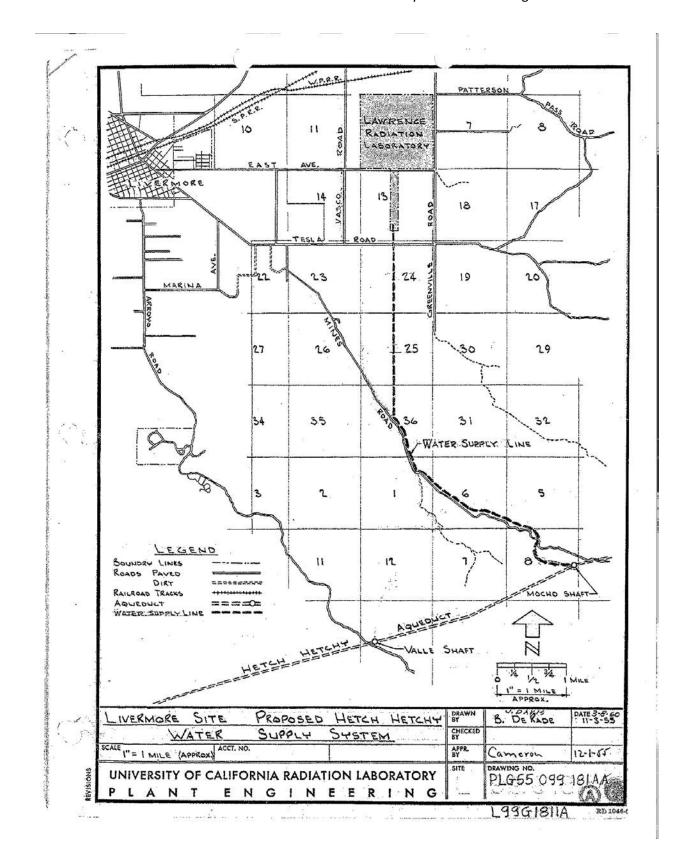
the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

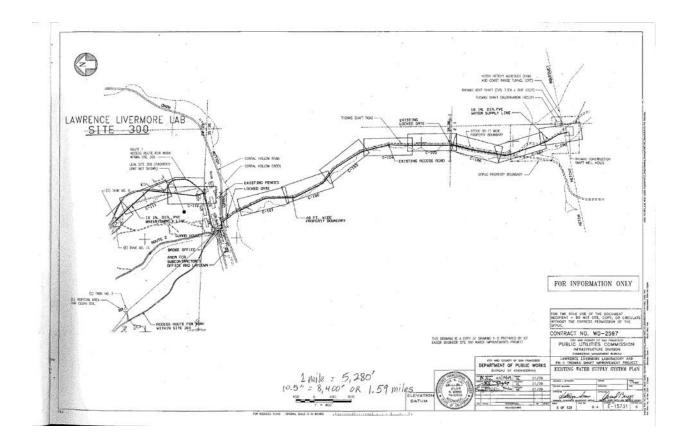
- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
 - (A) Change the name in the SAM database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.
- (u) Unauthorized Obligations.

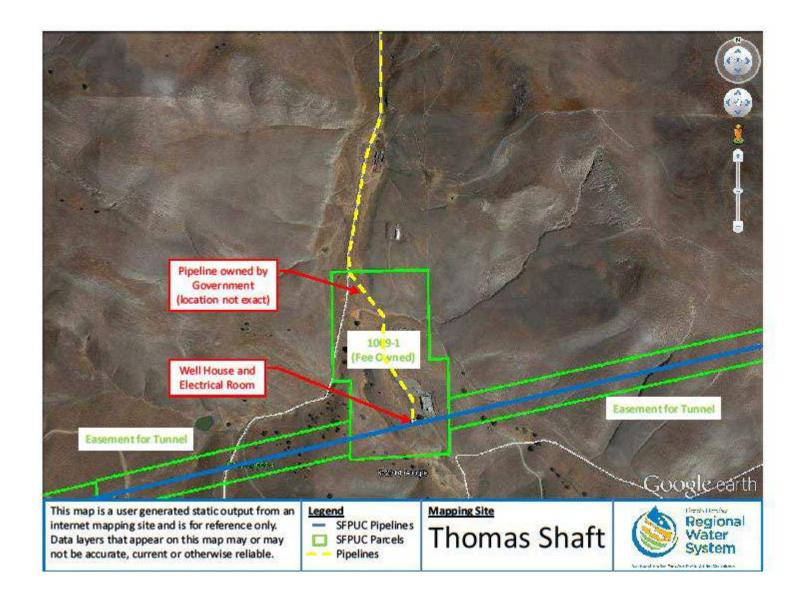
- (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:
 - (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of Clause)



Attachment 7 to DE-NA0002471 LLNL S300 THOMAS SHAFT CONNECTION – SFPUC DRAWING E-15731





<u>Transfer and Retention of Government Owned Facilities and Equipment at the</u> Thomas Shaft, Hetch Hetchy Coast Range Tunnel

Historical Background and General Description

The Government and San Francisco Public Utilities Commission (SFPUC) have installed facilities and equipment on SFPUC fee owned property at the Thomas Shaft of the Coast Range Tunnel (shown generally on page 5). The first pumping equipment and piping components were purchased by the Government and constructed at the Thomas Shaft in 1995 for the sole purpose of transporting Hetch Hetchy water to Site 300. Due to the State of California water quality regulatory changes that became effective after 1987, the Thomas Shaft pumping system was not able to deliver potable water to Site 300 without treatment. In 2002, the Government and SFPUC mutually agreed through Modification 5 to contract DE-AC03-76SF16828 that SFPUC would install, at their own cost, the *Thomas Shaft Chlorination Facility* approximately 120 feet northeast of the Thomas Shaft. The Thomas Shaft Chlorination Facility was designed and constructed to reuse or replace the original 1995 Thomas Shaft equipment. The Thomas Shaft portion of the system was necessary to pump water from the Hetch Hetchy Coastal Range Tunnel (approximately 354' below grade up to the Thomas Shaft Chlorination Facility). Once the water was treated at the Thomas Shaft Chlorination Facility it was piped back toward the Thomas Shaft into a 10" pipe that runs below grade on the Thomas Shaft access road, also owned in fee by the SFPUC, about 1.54 miles to Site 300 (see Attachment 7 for SFPUC property drawing). The pump, treatment, and delivery process is maintained and operated by SFPUC's personnel. Water is supplied only as Site 300's water distribution system requires more water, e.g. tank water level is signaled via telemetry between Site 300 and the Thomas Shaft.

The components at the Thomas Shaft, as identified below, that were originally designated as Government property are now transferred to SFPUC and are the property of SFPUC. SFPUC now has sole ownership and responsibility to operate and maintain the components upstream of the Point of Delivery at the Thomas Shaft facilities shown on attachment.

The 10" diameter piping downstream of the Point of Delivery to Site 300, and the G1 and G4 control panels, will remain the property of the Government. It will be the Government's responsibility to operate and maintain the 10" diameter piping from the Point of Delivery to Site 300 and the G1 and G4 control panels. The Government or its representative shall coordinate with, and obtain prior approval from, SFPUC staff for access to Government owned equipment and components located within the Thomas Shaft facilities.

Original 1995 Government property transferred to SFPUC:

- 1. 266 lineal feet of 8' (H) wire cloth security fencing surrounding Thomas Shaft Deep Well Pump area enclosing Electrical Utility Prefabricated Enclosure, Well Pump Prefabricated Enclosure, and Deep Well Pumps at top of shaft casing.
- 2. Electrical Utility Prefabricated Enclosure: 10' (W) x 16' (L) x 10' (H) prefabricated enclosure Atkinson Industries Inc. Model 128-004, Shop Order C5639, Manufactured October 1993. The following is contained within the Electrical Utility Building:
 - a. Motor Control Center No. 571A

Attachment 8 to DE-NA0002471

- i. Space A1: Automatic Transfer Switch 571A, Westinghouse Series 2100 208V/120V
- ii. Space B1: Circuit Breaker Welding Receptacle
- iii. Space B2: Joslyn Surge Pack, Surge Protection Equipment
- iv. Space B3: Relay Deep Well Pump No. 1
- v. Space B4: Relays Deep Well Pump No. 1 and No. 2
- vi. Space C1: Spare Switch
- vii. Space C5: Capacitor Deep Well Pump No. 2
- viii. Space D1: Circuit Breaker Deep Well Pump No. 2
- ix. Space D5: Capacitor Deep Well Pump No. 1
- x. Space E1: Circuit Breaker Well Pump WP-1
- xi. Space E5: Circuit Breaker Well Pump WP-2
- xii. Space F1L: Primary Disconnect Switch Transformer T572
- xiii. Space F1R: Main Circuit Breaker Lighting and Electrical Panel 572A
- b. Electric Transformer T572, MGM Transformer Co., CAT No. HT20A3B2, S/N 94-1-85622-1, 30 KVA 480V-208V/120V 3-Phase
- c. Exterior and Interior Lighting Fixtures
- d. Wall Mounted Phone Instrument
- e. Wall Mounted HVAC Heat Pump ACHPS-01 and Thermostat
- 3. Electrical Meter Cabinet No. 511 [outside of security fencing area, adjacent on north side of fenced area][meters themselves are Pacific Gas & Electric Co. property]
- 4. Electric Transformer No. T571 500 KVA 12KV/480V [Outside of security fencing area, adjacent on north side of Electrical Meter Cabinet No. 511]
- 5. Isolation Valve No. 101 [between 10" Diameter x 8" Diameter 90 Degree Elbow and 8" Diameter x 6" Diameter 90 Degree Elbow on SFPUC's 6" Diameter UV Reactor Treated Water Piping] [was installed new in 2010 by SFPUC using their funds; replaced old valve]
- 6. 6" Reduced Pressure Backflow Preventer [was installed new by SFPUC using their funds; replaced old Backflow Preventer]
- 7. 6" Piping Connecting Well Nos. 1, 2 & 3 to SFPUC Thomas Shaft Chlorination Facility and Appurtenances [Y-Strainer, Butterfly Valves, Gate Valve, Angle Ball Plugs (for disinfection), 6" Surge Control Valve, Flowmeter, Air Valve] [most of this was demolished and replaced in 2010 with new by SFPUC using their funds see SFPUC drawing E-15737]
- 8. 12" Diameter Well Casings (3) Nos. 1, 2, & 3 [original, i.e. prior to 2010 SFPUC construction work]
- 9. 4" Diameter Well Piping for Deep Well Nos. 1 & 3 located within well casings [Nos. 1 and 3 are original, i.e. prior to 2010 SFPUC construction work and were not removed nor replaced by SFPUC in 2010

Enclosures and Equipment Installed by SFPUC in 2010 as SFPUC Property:

- 1. Well Pump Prefabricated Valve Enclosure: 18' (W) x 20' (L) x 10' (H) building structural Steel w/ concrete foundation to enclose the Point of Delivery and various mechanical components. [installed by SFPUC in 2010 using their funds]
 - a. Surge Tank T-1 SSA-2000E/200 S/N 179574 and Associated Appurtenances and 4" Diameter Surge Piping [located within the Well Pump Prefabricated Valve Enclosure] [installed new by SFPUC in 2010 using their funds; no surge tank was used as part of the government's 1995 constructed system]

Attachment 8 to DE-NA0002471

- 2. Deep Well Pumps Nos. 2 & 3 at Well Casings Nos. 2, & 3 respectively [two (2 each) 100 horsepower submersible multistage lift pumps owned by the federal government were removed by SFPUC in 2010 and replaced with new using their funds; the removed pumps were delivered to LLNL in 2010 for reuse elsewhere]
- 3. 4" Diameter Well Piping for Deep Well No. 2 located within well casing No. 2 [the original No. 2 4" Diameter Well Piping for Deep Well No. 2 was replaced by SFPUC in 2010 using their funds; the removed components were delivered to LLNL in 2010 for reuse elsewhere]

To remain Government property:

- 1. Within the Electrical Utility Prefabricated Enclosure at Motor Control Center No. 571A:
 - a. Space G1: Pump Controls OPTO 22 Controller
 - b. Space G4: LLNL Telecommunication LLIX System
- 2. 10" diameter PVC pipe 10" Diameter x 8" Diameter 90 Degree Elbow "Point of Delivery" and associated valves beginning above grade within the Well Pump Valve Enclosure just north of Valve No. V-101 and then goes below grade for about 1.54 miles ending at Site 300 Valve Box No. 1

Attachment (8) to Contract DE-NA0002471

